



## TENDER NO. ELEC 05/2021/22

### REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

|                       |  |
|-----------------------|--|
| Name of Tenderer      |  |
| Address (Physical)    |  |
| Telephone Number      |  |
| E-Mail Address        |  |
| Date                  |  |
| Signature             |  |
| Amount (VAT Included) |  |
| Duration (weeks)      |  |

**(Project Ref No. MD5637)**

**JULY 2021**

Compiled for :

THEEWATERSKLOOF MUNICIPALITY  
THE.DEP.DIRECTOR:ELECTRICAL  
SERVICES  
PO BOX 24  
CALEDON, 7230

Compiled by :

ROYAL HASKONINGDHV (PTY) LTD  
TRADING AS ROYAL HASKONINGDHV



P O BOX 5195  
TYGERVALLEY  
7536

TEL : (028) 214 3365

CONTACT PERSON  
TEL :

George Lotter  
+27 (0)87 350 6787

Email [george.lotter@rhdhv.com](mailto:george.lotter@rhdhv.com)

(i)

**THEEWATERSKLOOF MUNICIPALITY**  
**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)**  
**ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**  
**PROJECT REF NO. MD5637**

**INVITATION TO BID (MBD 1 PART A)**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY**

|             |                                                                                                                         |               |                       |               |              |
|-------------|-------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|---------------|--------------|
| BID NUMBER: | <b>ELEC 05/2021/22</b>                                                                                                  | CLOSING DATE: | <b>20 August 2021</b> | CLOSING TIME: | <b>12H00</b> |
| DESCRIPTION | <b>Replace and Upgrade Medium Voltage (MV) and Low Voltage (LV) Electrical Network in Caledon St, Greyton (Phase 3)</b> |               |                       |               |              |

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**THEEWATERSKLOOF MUNICIPALITY, 6 PLEIN STREET, CALEDON, 7230**

**SUPPLIER INFORMATION**

|                                                                       |                                                             |  |                                                                                                    |         |  |
|-----------------------------------------------------------------------|-------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------|---------|--|
| NAME OF BIDDER                                                        |                                                             |  |                                                                                                    |         |  |
| POSTAL ADDRESS                                                        |                                                             |  |                                                                                                    |         |  |
| STREET ADDRESS                                                        |                                                             |  |                                                                                                    |         |  |
| TELEPHONE NUMBER                                                      | CODE                                                        |  | NUMBER                                                                                             |         |  |
| CELLPHONE NUMBER                                                      |                                                             |  |                                                                                                    |         |  |
| FACSIMILE NUMBER                                                      | CODE                                                        |  | NUMBER                                                                                             |         |  |
| E-MAIL ADDRESS                                                        |                                                             |  |                                                                                                    |         |  |
| VAT REGISTRATION NUMBER                                               |                                                             |  |                                                                                                    |         |  |
| TAX COMPLIANCE STATUS                                                 | TCS PIN:                                                    |  | OR                                                                                                 | CSD No: |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |         |  |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

|                                                                                                 |                                                                                       |                                                                            |                                                                                          |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3] |
| 3 TOTAL NUMBER OF ITEMS OFFERED                                                                 |                                                                                       | 4 TOTAL BID PRICE                                                          | <b>R</b>                                                                                 |
| 5 SIGNATURE OF BIDDER                                                                           | .....                                                                                 | 6 DATE                                                                     |                                                                                          |
| 7 CAPACITY UNDER WHICH THIS BID IS SIGNED                                                       |                                                                                       |                                                                            |                                                                                          |

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

|                  |                            |                                           |                                |
|------------------|----------------------------|-------------------------------------------|--------------------------------|
| DEPARTMENT       | <b>SCM</b>                 | TECHNICAL INFORMATION MAY BE DIRECTED TO: |                                |
| CONTACT PERSON   | <b>Ashley Hendricks</b>    | CONTACT PERSON                            | <b>George Lotter</b>           |
| TELEPHONE NUMBER | <b>028 214 3300</b>        | TELEPHONE NUMBER                          | <b>087 350 6787</b>            |
| FACSIMILE NUMBER | <b>028 214 1289</b>        | FACSIMILE NUMBER                          | <b>N/A</b>                     |
| E-MAIL ADDRESS   | <b>ashleyhe@twk.org.za</b> | E-MAIL ADDRESS                            | <b>george.lotter@rhdhv.com</b> |

|                                                        |
|--------------------------------------------------------|
| <b>TERMS AND CONDITIONS FOR BIDDING (MBD 1 PART B)</b> |
|--------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                          |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.<br>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b><br>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE FIDIC GENERAL CONDITIONS OF CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                          |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.<br>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.<br>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.<br>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.<br>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.<br>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.<br>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |                                                                                                                                                                                                                                                                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                          |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<br>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?<br>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<br>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?<br>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                          |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

(iii)

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                |
|--------------------------------|
| <b>PARTICULARS OF TENDERER</b> |
|--------------------------------|

1. TENDERER: .....  
ADDRESS: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....  
FAX NUMBER: .....
2. BANK: .....  
BRANCH: .....  
CHEQUE ACCOUNT NUMBER: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....
3. PERFORMANCE SECURITY: .....  
BRANCH -CONTACT PERSON: .....  
TELEPHONE NUMBER: .....
4. VAT REGISTRATION NUMBER: .....
5. CIDB REGISTRATION NUMBER: .....
6. CSD REGISTRATION NUMBER: .....

I/WE HEREBY GIVE AUTHORISATION TO THEEWATERSKLOOF MUNICIPALITY AND/OR ROYAL HASKONINGDHV (PTY) LTD TO OBTAIN BANK CODES FROM MY/OUR FINANCIAL INSTITUTION LISTED ABOVE.

.....  
**SIGNATURE OF TENDERER**

.....  
**DATE**

## THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

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|                   |
|-------------------|
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|                   |                                                                |                     |
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**THEEWATERSKLOOF MUNICIPALITY**

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**ELEC 05/2021/22**

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|                                       |
|---------------------------------------|
| <b>PART T1 : TENDERING PROCEDURES</b> |
|---------------------------------------|

**T1.1      Tender Notice and Invitation to Tender**

**T1.2      Tender Data**

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

Theewaterskloof Municipality, Deputy Director: Electrical Services, invites tenders for contract no: ELEC 05/2021/22 for the upgrading of medium and low voltage networks in Caledon Street, Greyton in the Theewaterskloof Municipal area.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions, Tender Data (Clause F.2.1) and Special Conditions of Tender (Clause F5/Schedule 3B) are eligible to submit tenders. It is estimated that tenderers should have a CIDB contractor grading designation of **3EP** or higher.

**Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered as per Schedule 10.**

All bids received shall be evaluated in terms of the Theewaterskloof Municipality's Supply Chain Management Policy, read with the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on [www.csd.gov.za](http://www.csd.gov.za).

A set of tender documents may be obtained from Royal Haskoning DHV House, Tygerberg Park, 163 Uys Krige Drive, Platteklouf, from **Thursday, 15 July 2021** during office hours Monday to Thursday 07:45 to 13:00 and 13:45 to 16:45 and Fridays 07:45 to 13:00 and 13:45 to 15:30. Payment of a non-refundable tender participation fee of R500.00 (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries only in the aforementioned regard to Mr Hanro September at [hanrose@twk.org.za](mailto:hanrose@twk.org.za).

An electronic version of the tender document for perusal purposes can be requested via email from [mariusre@twk.org.za](mailto:mariusre@twk.org.za).

Tenders may only be submitted on the original tender documentation that is issued from Royal HaskoningDHV.

Technical queries relating to this tender may be addressed to Mr George Lotter, Tel No. 087 350 6787, e-mail [George.lotter@rhdhv.com](mailto:George.lotter@rhdhv.com). Please note that no verbal queries will be entertained.

The closing time for receipt of tenders is 12:00 on **Friday, 20 August 2021** at the, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked "ELEC 05/2021/22: REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)", must be placed in Tender Box No. 1, located at the main entrance of , 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Theewaterskloof Municipality reserves the right to scale down on the scope of work in order for the contract value to fit into the available budget for 2021/2022.

DP Lubbe  
Municipal Manager  
P O Box 24  
CALEDON  
7230

## THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

## T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: [www.cidb.org.za](http://www.cidb.org.za)) and included as Appendix A in this document.

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

| Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1  | The employer is THEEWATERSKLOOF MUNICIPALITY.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.1.2  | <p>The tender documents issued by the employer comprise:</p> <p><b>PART T1 : TENDERING PROCEDURES</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p><b>PART T2 : RETURNABLE DOCUMENTS</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Performance Security (Pro Forma)</p> <p>C1.4: Form of Retention Money Guarantee (Pro Forma)</p> <p><b>PART C2 : PRICING DATA</b></p> <p>C2.1: Pricing Data</p> <p>C2.2: Bills of Quantities</p> <p><b>PART C3 : SCOPE OF WORK</b></p> <p>C3.1: Project Specification</p> <p><b>APPENDICES</b></p> <p>Appendix A: Standard Conditions of Tender</p> <p>Appendix B: Occupational Health and Safety Specification</p> <p>Appendix C: Functionality Evaluation Form</p> |
| F.1.4  | <p><i>Add the following:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The Employer's agent is:</p> <p>Name: Royal HaskoningDHV (Pty)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p>Address: Royal HaskoningDHV House, Tygerberg Park, 163 Uys Krige Drive, Platteklouf</p> <p>Tel: 087 350 6787</p> <p>E-mail: <a href="mailto:george.lotter@rhdhv.com">george.lotter@rhdhv.com</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Clause                                                          | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------|-----------------------------|----|--------------------------------------------------------------|----|---------------------------|---|--------------------|----|-----------------------------------------------------------------|-----------|--|
| F.1.5.3                                                         | <i>Add the following:</i><br>The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| F1.6.2                                                          | <i>Add the following</i><br>A competitive negotiation procedure will not be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| F1.6.3                                                          | <i>Add the following</i><br>A two-stage system will not be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| F.2.1                                                           | Only those tenderers who satisfy the following <b>eligibility criteria</b> are eligible to submit tenders:<br><div><div>a)</div>Payment of a non-refundable tender participation fee. (In order to be eligible for this tender, proof of payment must be attached to Schedule 2C)<br/><div>b)</div>Minimum score for functionality must be achieved.<br/><div>c)</div>The tenderer is registered with the Construction Industry Development Board as an 3EP contractor grading designation. ( Proof of registration must be attached to Schedule 2B)<br/><div>d)</div>The tenderer to achieve the minimum local content for cables, meters and transformers (Schedule 1O).</div> |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| F.2.1.1                                                         | <b>Minimum score for functionality</b><br>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.<br>The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality (S <sub>0</sub> ) will be the sum of the scores achieved for the individual criteria.                                                                                                                                                                                                                                         |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
|                                                                 | <table><tr><th>Description of functionality criteria</th><th>Maximum possible score</th></tr><tr><td>Experience of key-personnel</td><td>20</td></tr><tr><td>Previous experience on contracts of similar value and nature</td><td>20</td></tr><tr><td>Availability of resources</td><td>5</td></tr><tr><td>Financial Standing</td><td>15</td></tr><tr><td><b>Maximum possible score for functionality (M<sub>s</sub>)</b></td><td><b>60</b></td></tr></table>                                                                                                                                                                                                                    | Description of functionality criteria | Maximum possible score | Experience of key-personnel | 20 | Previous experience on contracts of similar value and nature | 20 | Availability of resources | 5 | Financial Standing | 15 | <b>Maximum possible score for functionality (M<sub>s</sub>)</b> | <b>60</b> |  |
| Description of functionality criteria                           | Maximum possible score                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| Experience of key-personnel                                     | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| Previous experience on contracts of similar value and nature    | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| Availability of resources                                       | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| Financial Standing                                              | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| <b>Maximum possible score for functionality (M<sub>s</sub>)</b> | <b>60</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
|                                                                 | The minimum score for functionality (S <sub>0</sub> ) is 48 out of a maximum possible score (M <sub>s</sub> ) of 60 (Score of 80%). Tenderers that fail to achieve the minimum score for functionality will NOT be eligible for evaluation and their tender offer will be rejected.<br>A more detailed explanation of the functionality criteria is given below:                                                                                                                                                                                                                                                                                                                 |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
| F2.1.1.1                                                        | <b>Experience of key-personnel</b><br>The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key-personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialisation.                                                                                                                                                                                                                      |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
|                                                                 | Tenderers must complete <b>Schedule 1D</b> , T2.2 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key-personnel indicated based upon which up to 20 points for functionality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard.                                                                                                                                                                                                                         |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |
|                                                                 | <b>Note:</b> One person only to qualify for each listed position. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified in <b>Schedule 1D</b> , T2.2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.                                                                                                                    |                                       |                        |                             |    |                                                              |    |                           |   |                    |    |                                                                 |           |  |

| Clause   | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| F2.1.1.2 | <p><b>Previous experience on contracts of similar value and nature</b></p> <p>Tenderers must complete <b>Schedule 1E</b>, T2.2 Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed projects. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information requested based upon which up to 20 points for functionality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard.</p> <p><b>Note:</b> Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.</p>                                                                                                                                                                                                                                                                                                                                                            |
| F2.1.1.3 | <p><b>Availability of resources</b></p> <p>Tenderers must complete <b>Schedule 1F</b>, T2.2 Returnable Schedules, which is a list of all major items that will be required for the execution of this specific project and the use of available resources. This list shall be compiled strictly in accordance with the scope of work in this tender, and will be awarded up to 5 points for functionality (See Appendix C for criteria of point's allocation).The understanding of applicable resources.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F2.1.1.4 | <p><b>Financial Standing</b></p> <p>Tenderers must include all information required in the "Particulars of Tenderer" section in the front of the document, from which information bank enquiries will be done to determine the tenderer's financial standing for the specific project. This financial standing shall be awarded up to 15 points for functionality (See Appendix C for criteria of point's allocation) and will be based on the following classes :</p> <p>Class A : Undoubted for the amount of your enquiry<br/> Class B : Good for the amount of your enquiry<br/> Class C : Good for the amount quoted if strictly in the way of business<br/> Class D : Figure considered too high<br/> Class E : Figure considered too high</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|          | <p>The scoring sheets that will be used to evaluate the functionality submissions are included as Appendix C: Functionality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2.2 Returnable Schedules, of their tender offers.</p> <p>These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of functionality of their tender offers. The sheets will be completed by the Engineer based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to tender evaluation.</p> <p>Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score <b>NO</b> functionality points in the particular regard.</p>                                                                                                                                                                                                                                                                                        |
| F2.1     | <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EP class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB.</li> <li>the lead partner has a contractor grading designation in the 3EP class of construction work; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol> |

| Clause         | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| F.2.11         | All corrections in the bill of quantities shall be done by deleting, re-writing and initialling next to the amendment. The use of correction fluid is prohibited.                                                                                                                                                                                                                                                                                                                                                                                               |
| F.2.12         | No alternative offer will be accepted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.2.12.3       | Each tender offer communicated on paper shall be submitted as an original.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.2.13.5       | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer are:<br>Location of tender box: Theewaterskloof Municipality, Main Entrance, Tender Box 1<br>Physical address: 6 Plein Street<br>CALEDON<br>Identification details: TENDER NO. ELEC 05/2021/22: REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)                                                                                                                               |
| F.2.13.2       | Tender documents submitted shall be the original completed document. Copies of the completed document or parts thereof will not be accepted as a legal tender document and will result in such tender to be considered as non-responsive.                                                                                                                                                                                                                                                                                                                       |
| F.2.13 / F.3.5 | A two-envelope procedure will not be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.14         | All items indicated in the bill of quantities must be priced. The tender amount must therefore cover the total scope of work requested.                                                                                                                                                                                                                                                                                                                                                                                                                         |
| F.2.15         | The closing time for submission of tender offers is: 12:00 on Friday, 20 August 2021. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.16         | The tender offer validity period is NINETY (90) days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.2.17         | Add the following:<br>A tender may be rejected if the unit rates or lump sums for some of the items in the Bill / Schedule of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged. |
| F.2.19         | Add the following<br>Access shall be provided for the following inspections, tests and analyses:<br>All inspections, tests and analyses deemed necessary by the Engineer to enable him to verify the quality of work done.<br>An opportunity for inspection of the site conditions will be provided for as part of the compulsory clarification meeting.                                                                                                                                                                                                        |
| F.2.22         | Return all retained tender documents within TWENTY EIGHT (28) days after the expiry of the validity period.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F.2.23         | The tenderer is required to submit the following certificates with his tender:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.23.1       | A <b>Certificate of Contractor Registration</b> (CIDB), issued by the Construction Industry Development Board, must be submitted. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner                                                                                                                                                                                                                |
| F.2.23.2       | <b>Tax Clearance Certificate</b><br>Tenderers shall complete <b>Schedule 1L</b> : Declaration of Good Standing Regarding Tax in Part Returnable Schedules. Failure to properly complete <b>Schedule 1L</b> in Returnable Schedules may prejudice the tender and it may be rejected for such reason.<br>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.                                                                                                                                                              |
| F3.2           | Issue addenda<br><i>Add the following to F.3.2:</i><br>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.                                                                                                                                                                                                                        |
| F3.4           | The time and location for opening of the tender offers are:<br>Time: 12:00 on Friday, 20 August 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Clause  | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | Location: Theewaterskloof Municipality, 6 Plein Street (Caledon)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.3.8   | <p><b>Test for Responsiveness</b></p> <p>Tenders will be considered non-responsive if, inter alia: (This is a requirement on <u>submission</u> of bid document)</p> <ul style="list-style-type: none"> <li>a) The bidder did not sign and complete the Form of Offer part,</li> <li>b) The bidder does not comply with the eligibility criteria listed in F2.1 above,</li> <li>c) The bidder has failed to comply with the Pricing Instruction, Specifications and Bill of Quantities as advertised,</li> <li>d) The bidder has failed to comply with the additional conditions of tender F4.1, and</li> <li>e) The bidder has failed to comply with the Special Conditions of tender contained in <b>Schedule 3B</b>.</li> </ul> <p><b>Test for administrative compliance</b></p> <p>Tenders will be found non-compliant if, inter alia: (These documents may be requested)</p> <ul style="list-style-type: none"> <li>a) The bidder has failed to complete and sign and attach requested information to all schedules not excluded in responsiveness criteria;</li> <li>b) The bidder has failed to submit a municipal account of where the head office of the company is registered or in case where the premise is leased, the tenderer has failed to provide a copy of the lease of the premise.</li> <li>c) The bidder has failed to submit a valid Tax Compliance Status Pin Certificate, a valid Tax Compliance Status Pin Certificate may be requested.</li> <li>d) The bidder has failed to submit a certified B-BBEE certificate, EME or QSE affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified copy of the B-BBEE certificate, EME or QSE affidavit may be requested.</li> <li>e) The bidder to proof adequate credit facilities available with the offered manufactures and /or suppliers of equipment and material(Schedule 21)</li> <li>f) The bidder has failed to submit proof of payment. Proof of payment be requested</li> <li>g) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested.</li> <li>h) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of registration may be requested.</li> <li>i) The tenderer has failed to fully complete the MBD 6.2 schedule, it can be requested from the tenderer to fully complete and submit the schedule to the employer.</li> </ul> |
| F.3.9.2 | <p><b>Arithmetical Errors</b></p> <p>Arithmetical errors will be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul> <p>The tender offer will be rejected if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.3.11  | <p>The procedure for the evaluation of responsive tenders is indicated in the Preferential Procurement Policy of Theewaterskloof Municipality and will be in line with the Preferential Procurement Regulations of 2017. <b>Method 1</b> of the CIDB guidelines, i.e. Price and Preference, will be used to evaluate this tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Clause                             | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|---------------------------|---|
|                                    | <p><b>Evaluation of tender offers</b></p> <p><b>General</b></p> <p><b>THE 80/20 PREFERENCE POINT SYSTEMS</b></p> <p>A maximum of 80 points is allocated for price for all projects with value up to R50 000 000 on the following basis:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$ <p>Where</p> <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Price of bid under consideration</p> <p>Pmin = Price of lowest acceptable bid</p> <p><b>Points awarded for B-BBEE Status Level of Contribution</b></p> <p>In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.</p> <p>Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level</p> | B-BBEE Status Level of Contributor | Number of points (80/20 system) | 1 | 20 | 2 | 18 | 3 | 14 | 4 | 12 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non-compliant contributor | 0 |
| B-BBEE Status Level of Contributor | Number of points (80/20 system)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 1                                  | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 2                                  | 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 3                                  | 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 4                                  | 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 5                                  | 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 6                                  | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 7                                  | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 8                                  | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| Non-compliant contributor          | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                 |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |

| Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|        | <p>as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> <p>If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.</p> <p>If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.</p> |
| F3.13  | <p><b>Acceptance of tender offer</b></p> <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (<b>Append to Schedule 1L</b>);</li> <li>The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>The tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (<b>Refer to Schedule 1K</b>);</li> <li>failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>The tenderer has completed the Compulsory Enterprise Questionnaire (<b>Schedule 1B</b>) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ol>                                                                                                                                                                                                                                                   |
| F3.13  | <p>Theewaterskloof Municipality reserves the right to scale down on the Scope of Work in order for the tender value to initially fit into available budget for 2021/2022. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F3.16  | <p>If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:</p> <ul style="list-style-type: none"> <li>set out the reasons for the appeal;</li> <li>state in which way the appellant's rights have been affected by the decision;</li> <li>state the remedy sought, and</li> </ul> <p>No bid shall be formally accepted until either the expiry of the 21 day appeal period, or</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| Clause | Wording                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>confirmation in writing before the expiry of the 21 day appeal period that none of the affected parties intend to appeal, or confirmation of the satisfactory resolution of any appeals</p> <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.</p> |
| F.3.17 | The number of paper copies of the signed contract to be provided by the Employer is one (1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### **F.4 ADDITIONAL CONDITIONS OF TENDER (THEEWATERSKLOOF MUNICIPALITY SPECIFIC DOCUMENT)**

(In case of any conflict between these additional conditions of tender and the CIDB referenced clauses F1.1 to F3.17 above, the latter CIDB references shall take precedence). Except where legislation has been amended

The additional conditions of tender are:

##### **F.4.1 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (**Form Of Offer and Acceptance**);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

##### **F4.2 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

##### **F4.3 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
  - who is in the service of the state;
  - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
  - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1B**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

##### **F4.4 Combating abuse of the Supply Chain Management Policy**

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 1P**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

#### **F4.5 COIDA payments**

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2G** and append the letter in this regard.

#### **F4.6 Registration with Bargaining Council (or relevant affiliation)**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette. Complete **Schedule 2G** and append the certificate in this regard.

#### **F4.7 Labour intensive construction/use of local labour**

The special conditions of tender should be met in order to be awarded the tender. The special conditions as set out under Schedule 3B.

#### **F4.8 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons, including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire- and emergency procedures.
- (8) Cover Covid 19 legislation.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

#### **F4.9 Eligibility with respect to expanded public works programme**

This Contract does qualify for consideration as an Expanded Public Works Programme project.

#### **F4.10 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

#### **F4.11 Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### **F4.12 Community liaison officer**

N/A

**F4.13 Labour intensive construction/use of local labour**

It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive systems as well as the use of local labour. In this regard, Schedule 1R must be fully completed.

**F4.14 Price Variations**

None

**F4.15 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**F4.16 Special Conditions of Tender**

The special conditions of tender should be met in order to be awarded the tender. Special conditions of tender are set out under **Schedule 3B**.

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                       |
|---------------------------------------|
| <b>PART T2 : RETURNABLE DOCUMENTS</b> |
|---------------------------------------|

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**THEEWATERSKLOOF MUNICIPALITY****REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)****ELEC 05/2021/22****PROJECT REF NO. MD5637****T2.1 : LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
(included hereafter for completion)**

|               |                                                                         |
|---------------|-------------------------------------------------------------------------|
| Schedule : 1A | Authority for Signatory                                                 |
| Schedule : 1B | Compulsory Enterprise Questionnaire                                     |
| Schedule : 1C | Declaration Concerning Fulfillment of the Construction Regulations      |
| Schedule : 1D | Experience of Key-Personnel                                             |
| Schedule : 1E | Previous Experience on Contracts of a Similar Value and Nature          |
| Schedule : 1F | Availability of Resources                                               |
| Schedule : 1G | Estimated Monthly Cash-flow                                             |
| Schedule : 1H | Schedule of Proposed Subcontractors                                     |
| Schedule : 1I | Joint Venture Disclosure Form                                           |
| Schedule : 1J | Contractor's Information                                                |
| Schedule : 1K | Declaration in terms of the MFMA in terms of Municipal Rates & Services |
| Schedule : 1L | Tax Clearance Certificate (MBD 2)                                       |
| Schedule : 1M | Declaration of Interest (MBD 4)                                         |
| Schedule : 1N | Preference Points Claim Form (MBD 6.1)                                  |
| Schedule : 1O | Certificate of Local Content Declaration (MBD 6.2)                      |
| Schedule : 1P | Declaration of Bidders Past Supply Chain Management Practices (MBD 8)   |
| Schedule : 1Q | Certificate of Independent Bid Determination (MBD 9)                    |
| Schedule : 1R | Schedule of estimated local labour to be employed on the contract       |

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

|               |                                                           |
|---------------|-----------------------------------------------------------|
| Schedule : 2A | Documents of Incorporation                                |
| Schedule : 2B | Certificate of Contractor Registration Issued by the CIDB |
| Schedule : 2C | Proof of Payment of Tender Participation Fee              |
| Schedule : 2D | Form of Indemnity                                         |
| Schedule : 2E | Health and Safety Agreement                               |
| Schedule : 2F | B-BBEE Certificate                                        |
| Schedule : 2G | Letter of Good Standing to Relevant Authorities           |
| Schedule : 2H | Proof of credit facilities with manufacturers/suppliers   |

**3.                    RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT  
(to be attached with submission)**

Schedule : 3A    Record of Addenda to Tender Documents

Schedule : 3B    Special Conditions of Tender

**4.                    OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE  
CONTRACT (included hereafter for completion)**

C1.1 :            Form of Offer and Acceptance

C1.2 :            Contract Data (Part 1 & 2)

C1.3 :            Form of Performance Security (Pro Forma)

C1.4 :            Form of Retention Money Guarantee (Pro Forma)

C2.1 :            Pricing Instructions

C2.2 :            Bills of Quantities

C2.3 :            Data Sheets

## THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

## SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

**A. Certificate for Company**

I, ....., chairperson of the board of directors of .....  
 ....., hereby confirm that by resolution of the board  
**(copy attached)** taken on ..... 20..., Mr/Ms .....  
 acting in the capacity of ....., was authorized to sign all documents in  
 connection with this tender for contract ..... and any contract resulting from it on behalf of the  
 company.

**As witnesses :**

1. .... Chairman : .....
2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorize Mr/Ms ....., .....  
 acting in the capacity of ..... to sign all documents in connection  
 with the tender for Contract ..... and any contract resulting from it on  
 our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |

**NOTE :** This certificate is to be completed and signed by all of the key partners upon whom rests  
 the direction of the affairs of the Partnership as a whole

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|----------------------------------------|
| Lead partner |         |                                        |
|              |         |                                        |
|              |         |                                        |
|              |         |                                        |

**D. Certificate for Sole Proprietor**

I, ..... hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... , to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

**NOTE:** This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

## THEEWATERSKLOOF MUNICIPALITY

UPGRADING OF MV AND LV ELECTRICAL NETWORK IN MAIN ROAD,  
RIVIERSONDEREND

ELEC 05/2021/22

PROJECT REF NO. MD5637

## SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |                                                                                                                                                                                                                     |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                                                                           |                                                                               | current                                     | Within last 12 months |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |
|                                                                                           |                                                                               |                                             |                       |

\* Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |                                                                                                                                                                                                                     |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |                       |
|---------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|-----------------------|
|                                 |                                                                               | current                                     | Within last 12 months |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |
|                                 |                                                                               |                                             |                       |

\* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 1C : DECLARATION CONCERNING FULFILLMENT OF  
THE CONSTRUCTION REGULATIONS**

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

|                                                                                |  |
|--------------------------------------------------------------------------------|--|
| Own resources, competent in terms of the Regulations (refer to 3 below)        |  |
| Own resources, still to be hired and/or trained (until competency is achieved) |  |
| Specialist subcontract resources (competent) - Specify:                        |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |
| .....                                                                          |  |

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

|     |  |
|-----|--|
| YES |  |
| NO  |  |

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....

(Name in Print): .....

2. .... ID NO: .....

(Name in Print): .....

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 1D : EXPERIENCE OF KEY-PERSONNEL**

The tenderer shall set out in the tables hereafter details of the **relevant experience** in similar successfully completed projects of the persons identified for each listed position based upon which up to **20 points** for functionality will be awarded to the tenderer (Refer to F2.1.1.1 of Part T1.2 Tender Data for explanation of functionality criteria and Appendix C for criteria of points allocation) in this regard.

Tenderers that fail to supply the information requested in this schedule (both pages of this schedule included) with their tender offers and in this format will score **NO** functionality points in this regard.

**Note:** One person only to qualify for each of the positions listed below. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. **Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.**

| Contract's Manager | NAME: .....            |               |                                             |                                |                                 |
|--------------------|------------------------|---------------|---------------------------------------------|--------------------------------|---------------------------------|
| Contact and Client | TERTIARY QUALIFICATION |               |                                             |                                |                                 |
|                    | Project Description    | Position held | Value of work<br>(Incl. VAT)<br>(R million) | Date<br>Commence<br>(dd/mm/yy) | Date<br>Completed<br>(dd/mm/yy) |
|                    |                        |               |                                             |                                |                                 |

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

|                           |                               |                      |                                                  |                                     |                                      |
|---------------------------|-------------------------------|----------------------|--------------------------------------------------|-------------------------------------|--------------------------------------|
| <b>Site Agent</b>         | <b>NAME:</b> .....            |                      |                                                  |                                     |                                      |
| <b>Contact and Client</b> | <b>TERTIARY QUALIFICATION</b> |                      |                                                  |                                     |                                      |
|                           | <b>Project Description</b>    | <b>Position held</b> | <b>Value of work (Incl. VAT)<br/>(R million)</b> | <b>Date Commence<br/>(dd/mm/yy)</b> | <b>Date Completed<br/>(dd/mm/yy)</b> |
|                           |                               |                      |                                                  |                                     |                                      |

\* To be filled in by Tenderer

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 1E : PREVIOUS EXPERIENCE ON CONTRACTS  
OF THE SAME VALUE AND NATURE**

The tenderer shall insert in the spaces provided below a list of the tenderer's past work experience in terms of **similar successfully completed projects**. The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to 20 points for functionality will be awarded to the tenderer (refer to F2.1.1.2 of Part T1.2 Tender Data for explanation of functionality criteria and see Appendix C for criteria of points allocation) in this regard.

Listed projects with invalid or incorrect contact details for the employer and/or consulting engineer and information not supplied in the format as requested below will **NOT** be evaluated and the tenderer will score **NO** functionality points in this regard. The value of work must reflect only the portion of similar projects.

| <b>Employer<br/>(Name and<br/>Contact No.)</b> | <b>Consulting<br/>Engineer (Name<br/>and<br/>Contact No.)</b> | <b>Similar MV and LV<br/>upgrading<br/>projects<br/>(Indicate detail of<br/>upgrading)</b> | <b>Value of<br/>Work<br/>(incl. VAT)<br/>(R million)</b> | <b>Date<br/>Commence<br/>(dd/mm/yy)</b> | <b>Date<br/>Completed<br/>(dd/mm/yy)</b> |
|------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------|------------------------------------------|
|                                                |                                                               |                                                                                            |                                                          |                                         |                                          |

If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

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|                                                  |
|--------------------------------------------------|
| <b>SCHEDULE 1G : ESTIMATED MONTHLY CASH-FLOW</b> |
|--------------------------------------------------|

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

| MONTH        | VALUE |
|--------------|-------|
| 1            |       |
| 2            |       |
| 3            |       |
| 4            |       |
| 5            |       |
| 6            |       |
| 7            |       |
| 8            |       |
| 9            |       |
| 10           |       |
| <b>TOTAL</b> |       |

|                |                |
|----------------|----------------|
| Signed .....   | Date .....     |
| Name .....     | Position ..... |
| Tenderer ..... |                |

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

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**SCHEDULE 1H : SCHEDULE OF PROPOSED LOCAL SUBCONTRACTORS**

We notify you that it is our intention to employ the following Local Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Local Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

If the service provider intends to make use of sub-contractors: Only sub-contractors local to the Theewaterskloof Municipal Area will be accepted. Should no sub-contractors for the service in question be available within the municipal area, the service provider must provide proof of the successful search for such a sub-contractor.

**All sub-contractor appointments shall comply with the requirements in Schedule 3B.**

| No. | Name and Address of Proposed Subcontractor | Nature and Extent of Work | Previous Experience with Local Subcontractor |
|-----|--------------------------------------------|---------------------------|----------------------------------------------|
| 1.  |                                            |                           |                                              |
| 2.  |                                            |                           |                                              |
| 3.  |                                            |                           |                                              |
| 4.  |                                            |                           |                                              |
| 5.  |                                            |                           |                                              |
| 6.  |                                            |                           |                                              |
| 7.  |                                            |                           |                                              |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

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|                                                   |
|---------------------------------------------------|
| <b>SCHEDULE 1I: JOINT VENTURE DISCLOSURE FORM</b> |
|---------------------------------------------------|

**GENERAL**

- i) Refer Scope of Works: Paragraph C3.1.1
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....  
.....  
.....
- c) Physical address .....  
.....  
.....
- d) Telephone .....
- e) E-Mail .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

E-Mail .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

E-Mail .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

E-Mail .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

**3.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

E-Mail .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

**3.3(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

E-Mail .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %
- c) Affirmable Joint Venture Partner percentages in respect of \*

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rand (R) .....

.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rand (R) .....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

**NON-AFFIRMABLE JOINT VENTURE PARTNERS**

**PARTNER NAME**

- |    |       |       |
|----|-------|-------|
| a) | ..... | ..... |
| b) | ..... | ..... |
| c) | ..... | ..... |
| d) | ..... | ..... |
| e) | ..... | ..... |

| <b>AFFIRMABLE JOINT VENTURE PARTNERS</b> | <b>PARTNER NAME</b> |
|------------------------------------------|---------------------|
| a) .....                                 | .....               |
| b) .....                                 | .....               |
| c) .....                                 | .....               |
| d) .....                                 | .....               |
| e) .....                                 | .....               |

## 7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

### a) Joint Venture cheque signing

.....

### b) Authority to enter into contracts on behalf of the Joint Venture

.....

### c) Signing, co-signing and/or collateralising of loans

.....

### d) Acquisition of lines of credit

.....

### e) Acquisition of performance bonds

.....

### f) Negotiating and signing labour agreements

.....

## 8. MANAGEMENT OF CONTRACT PERFORMANCE

*(Fill in the name and firm of the responsible person).*

### a) Supervision of field operations

.....

### b) Major purchasing

.....

### c) Estimating

.....

### d) Technical management

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- a) Identify the “managing partner”, if any

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

- c) Describe the management structure for the Joint Venture’s work under the contract

| MANAGEMENT FUNCTION / DESIGNATION | NAME | PARTNER* |
|-----------------------------------|------|----------|
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |
|                                   |      |          |

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.)

10. **PERSONNEL**

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

| TRADE/FUNCTION/ DISCIPLINE | NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS | NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS |
|----------------------------|---------------------------------------------|-------------------------------------------------|
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |
|                            |                                             |                                                 |

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

- (ii) Number currently employed by the Joint Venture

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

# 11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....  
 Duly authorised to sign on behalf of .....  
 Name .....  
 Address .....  
 Telephone .....  
 Date .....

Signature .....  
 Duly authorised to sign on behalf of .....  
 Name .....  
 Address .....  
 Telephone .....  
 Date .....

Signature .....  
 Duly authorised to sign on behalf of .....  
 Name .....  
 Address .....  
 Telephone .....  
 Date .....

Signature .....  
 Duly authorised to sign on behalf of .....  
 Name .....

T2.21

Address  
Telephone  
Date

.....  
.....  
.....

*[Continue as necessary]*

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**CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)**

4. REGISTERED AS:

☐

CLOSE CORPORATION

☐

PTY LTD COMPANY

☐

CO-OPERATIVE

☐

SOLE TRADER

☐

LTD COMPANY

☐

PARTNERSHIP

☐

NOT REGISTERED

4.1 REGISTERED NO. (if applicable)

5. VAT REGISTRATION NO.

(if applicable) (Attach certified copy)

5.1 RATES SERVICES ACCOUNT NO.

6. ANNUAL SALES/TURNOVER (Previous financial year)

20.....

R .....

20.....

R .....

20.....

R .....

7. TOTAL ASSETS (Previous financial year)

20.....

R .....

20.....

R .....

20.....

R .....

8. CURRENT CONTRACTS WITH COUNCIL

CONTRACT NO.

1.

2.

3.

DURATION

APPROXIMATE VALUE

DATES CONTRACTS WERE SIGNED

PAYMENT TERMS

9. PREVIOUS CONTRACTS WITH COUNCIL (Last financial year only)

CONTRACT NO.

APPROXIMATE VALUE

10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS

NAME

ADDRESS

CODE

## 11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

| Initials             | Qualifications       | Surname              |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

  

| Initials             | Qualifications       | Surname              |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

## PART 2

## 12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

|    | Initials             | Surname              | ID Number            | Sex                  | % Holding            | *HDI   |
|----|----------------------|----------------------|----------------------|----------------------|----------------------|--------|
| 1. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 2. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 3. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 4. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 5. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 6. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 7. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |
| 8. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | YES/NO |

## 13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT TYPE OF BUSINESS

|                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|----------------------|

\*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
  - WHO IS A FEMALE; AND/OR
  - WHO HAS A DISABILITY.

PROVIDED THAT A PERSON WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I ..... (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....  
**SIGNATURE**

.....  
**DATE**

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <p><b>SCHEDULE 1K: DECLARATION IN TERMS OF THE MFMA<br/>(ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES</b></p> |
|---------------------------------------------------------------------------------------------------------------------------|

**NAME OF ENTERPRISE/TENDERER\* :**

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

**SIGNED ON BEHALF OF ENTERPRISE/TENDERER:** .....

**DATE:** .....

\* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

**DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.**

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

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|                                                                                      |
|--------------------------------------------------------------------------------------|
| <b>SCHEDULE 1L : TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION<br/>FORM</b> |
|--------------------------------------------------------------------------------------|

**MBD 2**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
  - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

|                                             |  |
|---------------------------------------------|--|
| <b>1. Tax Reference Number</b>              |  |
| <b>2. Tax Compliance Status Pin</b>         |  |
| <b>3. Tax Clearance Certificate Number:</b> |  |

- c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

## THEEWATERSKLOOF MUNICIPALITY

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|                                             |
|---------------------------------------------|
| <b>SCHEDULE 1M: DECLARATION OF INTEREST</b> |
|---------------------------------------------|

**MBD 4**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

**By signing this page the Tenderer acknowledges the contents thereof**

**Signature of Bidder**

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ..... **YES / NO**

3.14.1 If yes, furnish particulars:

## 4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 1N: PREFERENCE POINTS CLAIM FORM IN TERMS OF  
THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**MBD 6.1**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)^{\frac{80}{20}}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 14                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| Non-compliant contributor          | 0                               |

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor :..... = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |
| Black people who are military veterans                            |          |          |
| <b>OR</b>                                                         |          |          |
| Any EME                                                           |          |          |
| Any QSE                                                           |          |          |

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....  
 .....  
 .....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**.....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

Figure 1

|           |       |
|-----------|-------|
| WITNESSES |       |
| 1.        | ..... |
|           | ..... |
| 2.        | ..... |

|                            |
|----------------------------|
| .....                      |
| SIGNATURE(S) OF BIDDERS(S) |
| DATE: .....                |

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                              |
|--------------------------------------------------------------|
| <b>SCHEDULE 10: CERTIFICATE OF LOCAL CONTENT DECLARATION</b> |
|--------------------------------------------------------------|

MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED  
SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|------------------------------------------------|-------------------------------------|
| 1. All MV & LV Cables                          | 90%                                 |
| 2. Transformers (Class 0)                      | 90%                                 |
| 3. Streetlight Poles Steel                     | 100%                                |
| 4. Electricity Meters                          | 70%                                 |

**3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)**

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

**3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.**

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.**

**LOCAL CONTENT DECLARATION  
(REFER TO ANNEX B OF SATS 1286:2011)**

|                                                                                                                                                                                                                                                   |                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</b> |                                                                                                                                                                                        |
| <b>IN RESPECT OF BID NO. ....</b>                                                                                                                                                                                                                 |                                                                                                                                                                                        |
| <b>ISSUED BY: (Procurement Authority / Name of Institution):</b><br>.....                                                                                                                                                                         |                                                                                                                                                                                        |
| NB                                                                                                                                                                                                                                                |                                                                                                                                                                                        |
| 1                                                                                                                                                                                                                                                 | The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of |

the bidder.

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> . Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|                                                                    |   |
|--------------------------------------------------------------------|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## ANNEXURE C1

SATS 1286.2011

## Local Content Declaration – Summary Schedule

|                                |                                                                                                                  |  |    |  |     |  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (C1) Tender No.                | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (C2) Tender Description        | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (C3) Designated product(s)     | TRANSFORMER , CABLES                                                                                             |  |    |  |     |  |
| (C4) Tender Authority          |                                                                                                                  |  |    |  |     |  |
| (C5) Name of Tendering Entity  |                                                                                                                  |  |    |  |     |  |
| (C6) Tender Exchange Rate      | Pula                                                                                                             |  | EU |  | GBP |  |
| (C7 )Specified local content % |                                                                                                                  |  |    |  |     |  |

NOTE: VAT to be excluded from all calculations

|                  |                                      | Calculation of local content |                         |                                               |                |             |                            |
|------------------|--------------------------------------|------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|
| Tender Item No's | List of Items                        | Tender Price – each          | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)             | (C9)                                 | (C10)                        | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |
|                  | <b>Transformers</b>                  |                              |                         |                                               |                |             |                            |
| C.1 (a)          | 315kVA Miniature Substation          |                              |                         |                                               |                |             |                            |
|                  | <b>Medium Voltage Cables</b>         |                              |                         |                                               |                |             |                            |
| C.4 (a)          | 25mm <sup>2</sup> Cu 3-core PILC T19 |                              |                         |                                               |                |             |                            |
| C.4 (b)          | 35mm <sup>2</sup> Cu 3-core PILC T19 |                              |                         |                                               |                |             |                            |
| C.8              | 70mm <sup>2</sup> BCEW               |                              |                         |                                               |                |             |                            |
|                  | <b>Low Voltage Cable</b>             |                              |                         |                                               |                |             |                            |
| D.1 (a)          | 150mm <sup>2</sup> Al x 4-Core       |                              |                         |                                               |                |             |                            |
| D.1 (b)          | 120mm <sup>2</sup> Alu x 4-Core      |                              |                         |                                               |                |             |                            |
| D.1 (c)          | 95mm <sup>2</sup> Al x 4-Core        |                              |                         |                                               |                |             |                            |
| D.1 (d)          | 95mm <sup>2</sup> Al x 4-Core        |                              |                         |                                               |                |             |                            |
| D.1 (e)          | 16mm <sup>2</sup> Cu x 2-Core        |                              |                         |                                               |                |             |                            |

| Tender summary  |                    |                                 |                        |
|-----------------|--------------------|---------------------------------|------------------------|
| Tender Quantity | Total tender value | Total exempted imported content | Total imported content |
| (C16)           | (C17)              | (C18)                           | (C19)                  |
|                 |                    |                                 |                        |
| 2               |                    |                                 |                        |
|                 |                    |                                 |                        |
| 660m            |                    |                                 |                        |
| 40m             |                    |                                 |                        |
| 700m            |                    |                                 |                        |
|                 |                    |                                 |                        |
| 0m              |                    |                                 |                        |
| 730m            |                    |                                 |                        |
| 435m            |                    |                                 |                        |
| 430m            |                    |                                 |                        |
| 525m            |                    |                                 |                        |

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

T2.40

|                                                        |                              |  |  |  |  |  |  |                                                         |  |  |  |                                         |  |
|--------------------------------------------------------|------------------------------|--|--|--|--|--|--|---------------------------------------------------------|--|--|--|-----------------------------------------|--|
| D.3 (a)                                                | 35mm <sup>2</sup> Cu BCEW    |  |  |  |  |  |  | 430m                                                    |  |  |  |                                         |  |
| D.3 (b)                                                | 50mm <sup>2</sup> Cu BCEW    |  |  |  |  |  |  | 435m                                                    |  |  |  |                                         |  |
| D.3 (c)                                                | 70mm <sup>2</sup> Cu BCEW    |  |  |  |  |  |  | 730m                                                    |  |  |  |                                         |  |
| E.5 (a)                                                | 4mm <sup>2</sup> Cu x 3-core |  |  |  |  |  |  | 1550m                                                   |  |  |  |                                         |  |
|                                                        |                              |  |  |  |  |  |  | (C20) Total tender value                                |  |  |  |                                         |  |
|                                                        |                              |  |  |  |  |  |  | (C21) Total Exempt imported content                     |  |  |  |                                         |  |
|                                                        |                              |  |  |  |  |  |  | (C22) Total Tender value net of exempt imported content |  |  |  |                                         |  |
| SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION |                              |  |  |  |  |  |  |                                                         |  |  |  | (C23) Total Imported content            |  |
| DATE                                                   |                              |  |  |  |  |  |  |                                                         |  |  |  | (C24) Total local content               |  |
|                                                        |                              |  |  |  |  |  |  |                                                         |  |  |  | (C25) Average local content % of tender |  |

## ANNEXURE C2

SATS 1286.2011

## Local Content Declaration – Summary Schedule

|                                |                                                                                                                  |  |    |  |     |  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (C1) Tender No.                | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (C2) Tender Description        | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (C3) Designated product(s)     | STREETLIGHT POLES                                                                                                |  |    |  |     |  |
| (C4) Tender Authority          |                                                                                                                  |  |    |  |     |  |
| (C5) Name of Tendering Entity  |                                                                                                                  |  |    |  |     |  |
| (C6) Tender Exchange Rate      | Pula                                                                                                             |  | EU |  | GBP |  |
| (C7) Specified local content % |                                                                                                                  |  |    |  |     |  |

NOTE: VAT to be excluded from all calculations

| Calculation of local content |                           |                     |                         |                                               |                |             |                            |
|------------------------------|---------------------------|---------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|
| Tender Item No's             | List of Items             | Tender Price – each | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)                         | (C9)                      | (C10)               | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |
|                              | Streetlight Poles         |                     |                         |                                               |                |             |                            |
| E.1 (a)                      | Steel – 4.5m total height |                     |                         |                                               |                |             |                            |

| Tender summary                                          |                    |                                 |                        |
|---------------------------------------------------------|--------------------|---------------------------------|------------------------|
| Tender Quantity                                         | Total tender value | Total exempted imported content | Total imported content |
| (C16)                                                   | (C17)              | (C18)                           | (C19)                  |
| 46                                                      |                    |                                 |                        |
| (C20) Total tender value                                |                    |                                 |                        |
| (C21) Total Exempt imported content                     |                    |                                 |                        |
| (C22) Total Tender value net of exempt imported content |                    |                                 |                        |
| (C23) Total Imported content                            |                    |                                 |                        |
| (C24) Total local content                               |                    |                                 |                        |
| (C25) Average local content % of tender                 |                    |                                 |                        |

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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## ANNEXURE C3

SATS 1286.2011

## Local Content Declaration – Summary Schedule

|                                |                                                                                                                  |  |    |  |     |  |
|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (C1) Tender No.                | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (C2) Tender Description        | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (C3) Designated product(s)     | ELECTRICAL METERS                                                                                                |  |    |  |     |  |
| (C4) Tender Authority          |                                                                                                                  |  |    |  |     |  |
| (C5) Name of Tendering Entity  |                                                                                                                  |  |    |  |     |  |
| (C6) Tender Exchange Rate      | Pula                                                                                                             |  | EU |  | GBP |  |
| (C7) Specified local content % |                                                                                                                  |  |    |  |     |  |

NOTE: VAT to be excluded from all calculations

| Calculation of local content |                    |                     |                         |                                               |                |             |                            |
|------------------------------|--------------------|---------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|
| Tender Item No's             | List of Items      | Tender Price – each | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8)                         | (C9)               | (C10)               | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |
|                              | Electrical Meters  |                     |                         |                                               |                |             |                            |
| D8 (a)                       | Pre-Payment meters |                     |                         |                                               |                |             |                            |

| Tender summary  |                    |                                 |                        |
|-----------------|--------------------|---------------------------------|------------------------|
| Tender Quantity | Total tender value | Total exempted imported content | Total imported content |
| (C16)           | (C17)              | (C18)                           | (C19)                  |
|                 |                    |                                 |                        |
| 0               |                    |                                 |                        |

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

## ANNEXURE D1

SATS 1286.2011

## Imported Content Declaration – Supporting Schedule to Annexure C1

|      |                                |                                                                                                                  |  |    |  |     |  |
|------|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (D1) | <b>Tender No.</b>              | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (D2) | <b>Tender Description</b>      | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (D3) | <b>Designated product(s)</b>   | TRANSFORMER , CABLES                                                                                             |  |    |  |     |  |
| (D4) | <b>Tender Authority</b>        |                                                                                                                  |  |    |  |     |  |
| (D5) | <b>Tendering Entity's Name</b> |                                                                                                                  |  |    |  |     |  |
| (D6) | <b>Tender Exchange Rate</b>    | Pula                                                                                                             |  | EU |  | GBP |  |

NOTE: VAT to be excluded from all calculations

| A. Exempted imported content |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|------------------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's             | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D7)                         | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)             |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |

(D19) Total exempt imported value

| Summary                           |                         |
|-----------------------------------|-------------------------|
| Tender Quantity                   | Exempted imported value |
| (D17)                             | (D18)                   |
|                                   |                         |
|                                   |                         |
|                                   |                         |
| (D19) Total exempt imported value |                         |
|                                   |                         |

This total must correspond with Annex C1 – C21

| B. Imported directly by the Tenderer |                                 |                 |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|--------------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's                     | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D20)                                | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                | (D26)                  | (D27)                          | (D28)                                       | (D29)             |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |

(D32) Total imported value by tenderer

| Summary                                |                      |
|----------------------------------------|----------------------|
| Tender Quantity                        | Total imported value |
| (D30)                                  | (D31)                |
|                                        |                      |
|                                        |                      |
|                                        |                      |
| (D32) Total imported value by tenderer |                      |
|                                        |                      |

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| ANNEXURE D1 (CONTINUED)                                             |                 |                |                   |                                                  |                      |                        |                                |                                             |                   | SATS 1286.2011  |
|---------------------------------------------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|-----------------|
| C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   | Summary         |
| Description of imported content                                     | Unit of measure | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Tender Quantity |
| (D33)                                                               | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                | (D39)                  | (D40)                          | (D41)                                       | (D42)             | (D43)           |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |
| (D45) Total imported value by tenderer                              |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |

| D. Other foreign currency payments |                                   |                      | Calculation of foreign currency payments |                         |
|------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|
| Type of payment                    | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange |
| (D46)                              | (D47)                             | (D48)                | (D49)                                    | (D50)                   |
|                                    |                                   |                      |                                          |                         |
|                                    |                                   |                      |                                          |                         |
|                                    |                                   |                      |                                          |                         |

| Summary of payments     |
|-------------------------|
| Local value of payments |
| (D51)                   |
|                         |
|                         |
|                         |
|                         |

(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party

Signature of tenderer from Annex B

(D53) Total of imported content &amp; foreign currency payments – (D32), (D45) &amp; (D52) above

This total must correspond with Annex C1 – C23

Date: \_\_\_\_\_

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## ANNEXURE D2

SATS 1286.2011

## Imported Content Declaration – Supporting Schedule to Annexure C2

|      |                                |                                                                                                                  |  |    |  |     |  |
|------|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (D1) | <b>Tender No.</b>              | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (D2) | <b>Tender Description</b>      | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (D3) | <b>Designated product(s)</b>   | STREETLIGHT POLES                                                                                                |  |    |  |     |  |
| (D4) | <b>Tender Authority</b>        |                                                                                                                  |  |    |  |     |  |
| (D5) | <b>Tendering Entity's Name</b> |                                                                                                                  |  |    |  |     |  |
| (D6) | <b>Tender Exchange Rate</b>    | Pula                                                                                                             |  | EU |  | GBP |  |

NOTE: VAT to be excluded from all calculations

| A. Exempted imported content |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|------------------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's             | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D7)                         | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)             |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |

(D19) Total exempt imported value

| Summary                                        |                         |
|------------------------------------------------|-------------------------|
| Tender Quantity                                | Exempted imported value |
| (D17)                                          | (D18)                   |
|                                                |                         |
|                                                |                         |
|                                                |                         |
| (D19) Total exempt imported value              |                         |
| This total must correspond with Annex C2 – C21 |                         |

| B. Imported directly by the Tenderer |                                 |                 |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|--------------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's                     | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D20)                                | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                | (D26)                  | (D27)                          | (D28)                                       | (D29)             |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |

(D32) Total imported value by tenderer

| Summary                                |                      |
|----------------------------------------|----------------------|
| Tender Quantity                        | Total imported value |
| (D30)                                  | (D31)                |
|                                        |                      |
|                                        |                      |
|                                        |                      |
| (D32) Total imported value by tenderer |                      |

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| ANNEXURE D2 (CONTINUED)                                             |                 |                |                   |                                                  |                      |                        |                                |                                             |                   | SATS 1286.2011  |                      |
|---------------------------------------------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|-----------------|----------------------|
| C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   | Summary         |                      |
| Description of imported content                                     | Unit of measure | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Tender Quantity | Total imported value |
| (D33)                                                               | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                | (D39)                  | (D40)                          | (D41)                                       | (D42)             | (D43)           | (D44)                |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
| (D45) Total imported value by tenderer                              |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |

| D. Other foreign currency payments |                                   |                      | Calculation of foreign currency payments |                         |
|------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|
| Type of payment                    | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange |
| (D46)                              | (D47)                             | (D48)                | (D49)                                    | (D50)                   |
|                                    |                                   |                      |                                          |                         |
|                                    |                                   |                      |                                          |                         |
|                                    |                                   |                      |                                          |                         |

| Summary of payments     |
|-------------------------|
| Local value of payments |
| (D51)                   |
|                         |
|                         |
|                         |
|                         |

(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party

Signature of tenderer from Annex B

(D53) Total of imported content &amp; foreign currency payments – (D32), (D45) &amp; (D52) above

This total must correspond with Annex C2 – C23

Date: \_\_\_\_\_

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## ANNEXURE D3

SATS 1286.2011

## Imported Content Declaration – Supporting Schedule to Annexure C3

|      |                                |                                                                                                                  |  |    |  |     |  |
|------|--------------------------------|------------------------------------------------------------------------------------------------------------------|--|----|--|-----|--|
| (D1) | <b>Tender No.</b>              | ELEC 05/2021/22                                                                                                  |  |    |  |     |  |
| (D2) | <b>Tender Description</b>      | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |  |    |  |     |  |
| (D3) | <b>Designated product(s)</b>   | ELECTRICAL METERS                                                                                                |  |    |  |     |  |
| (D4) | <b>Tender Authority</b>        |                                                                                                                  |  |    |  |     |  |
| (D5) | <b>Tendering Entity's Name</b> |                                                                                                                  |  |    |  |     |  |
| (D6) | <b>Tender Exchange Rate</b>    | Pula                                                                                                             |  | EU |  | GBP |  |

NOTE: VAT to be excluded from all calculations

| A. Exempted imported content |                                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|------------------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's             | Description of imported content | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D7)                         | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)             |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |
|                              |                                 |                |                   |                                                  |                      |                        |                                |                                             |                   |

(D19) Total exempt imported value

| Summary                                        |                         |
|------------------------------------------------|-------------------------|
| Tender Quantity                                | Exempted imported value |
| (D17)                                          | (D18)                   |
|                                                |                         |
|                                                |                         |
|                                                |                         |
| (D19) Total exempt imported value              |                         |
| This total must correspond with Annex C3 – C21 |                         |

| B. Imported directly by the Tenderer |                                 |                 |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   |
|--------------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|
| Tender item no's                     | Description of imported content | Unit of measure | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost |
| (D20)                                | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                | (D26)                  | (D27)                          | (D28)                                       | (D29)             |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |
|                                      |                                 |                 |                   |                                                  |                      |                        |                                |                                             |                   |

(D32) Total imported value by tenderer

| Summary                                |                      |
|----------------------------------------|----------------------|
| Tender Quantity                        | Total imported value |
| (D30)                                  | (D31)                |
|                                        |                      |
|                                        |                      |
|                                        |                      |
| (D32) Total imported value by tenderer |                      |

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| ANNEXURE D3 (CONTINUED)                                             |                 |                |                   |                                                  |                      |                        |                                |                                             |                   | SATS 1286.2011  |                      |
|---------------------------------------------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|-------------------|-----------------|----------------------|
| C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer |                 |                |                   | Calculation of imported content                  |                      |                        |                                |                                             |                   | Summary         |                      |
| Description of imported content                                     | Unit of measure | Local supplier | Overseas supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost | Tender Quantity | Total imported value |
| (D33)                                                               | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                | (D39)                  | (D40)                          | (D41)                                       | (D42)             | (D43)           | (D44)                |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
|                                                                     |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |
| (D45) Total imported value by tenderer                              |                 |                |                   |                                                  |                      |                        |                                |                                             |                   |                 |                      |

| D. Other foreign currency payments                                                         |                                   |                      | Calculation of foreign currency payments |                         | Summary of payments     |
|--------------------------------------------------------------------------------------------|-----------------------------------|----------------------|------------------------------------------|-------------------------|-------------------------|
| Type of payment                                                                            | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid              | Tender Rate of Exchange | Local value of payments |
| (D46)                                                                                      | (D47)                             | (D48)                | (D49)                                    | (D50)                   | (D51)                   |
|                                                                                            |                                   |                      |                                          |                         |                         |
|                                                                                            |                                   |                      |                                          |                         |                         |
|                                                                                            |                                   |                      |                                          |                         |                         |
|                                                                                            |                                   |                      |                                          |                         |                         |
| (D52) Total of foreign currency payments declared by tenderer and/or 3 <sup>rd</sup> party |                                   |                      |                                          |                         |                         |

Signature of tenderer from Annex B

(D53) Total of imported content &amp; foreign currency payments – (D32), (D45) &amp; (D52) above

This total must correspond with Annex C3 – C23

Date: \_\_\_\_\_

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| ANNEXURE E1                                                        |                                                                                                                  | SATS 1286.2011                                        |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>Local content Declaration – Summary Schedule to Annexure C1</b> |                                                                                                                  |                                                       |
| <b>(E1) Tender No.</b>                                             | ELEC 05/2021/22                                                                                                  | <b>NOTE: VAT to be excluded from all calculations</b> |
| <b>(E2) Tender Description</b>                                     | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |                                                       |
| <b>(E3) Designated product(s)</b>                                  | TRANSFORMER , CABLES                                                                                             |                                                       |
| <b>(E4) Tender Authority</b>                                       |                                                                                                                  |                                                       |
| <b>(E5) Tendering Entity's Name</b>                                |                                                                                                                  |                                                       |

| LOCAL PRODUCTS (Goods, Services and Works)                  |                 |       |
|-------------------------------------------------------------|-----------------|-------|
| Description of items purchased                              | Local suppliers | Value |
| (E6)                                                        | (E7)            | (E8)  |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
|                                                             |                 |       |
| <b>(E9) Total local products (Goods, service and works)</b> |                 |       |

**(E10) Manpower costs** (Tenderer's own manpower cost)

**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

**(E13) Total local content**

**This total must correspond with Annex C1 – C24**

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

| ANNEXURE E2                                                 |                                                                                                                  | SATS 1286.2011                                 |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Local content Declaration – Summary Schedule to Annexure C2 |                                                                                                                  |                                                |
| (E1) Tender No.                                             | ELEC 05/2021/22                                                                                                  | NOTE: VAT to be excluded from all calculations |
| (E2) Tender Description                                     | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |                                                |
| (E3) Designated product(s)                                  | STREETLIGHT POLES                                                                                                |                                                |
| (E4) Tender Authority                                       |                                                                                                                  |                                                |
| (E5) Tendering Entity's Name                                |                                                                                                                  |                                                |

| LOCAL PRODUCTS (Goods, Services and Works)           |                 |       |
|------------------------------------------------------|-----------------|-------|
| Description of items purchased                       | Local suppliers | Value |
| (E6)                                                 | (E7)            | (E8)  |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
| (E9) Total local products (Goods, service and works) |                 |       |

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation &amp; amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

| ANNEXURE E3                                                 |                                                                                                                  | SATS 1286.2011                                 |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Local content Declaration – Summary Schedule to Annexure C3 |                                                                                                                  |                                                |
| (E1) Tender No.                                             | ELEC 05/2021/22                                                                                                  | NOTE: VAT to be excluded from all calculations |
| (E2) Tender Description                                     | REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3) |                                                |
| (E3) Designated product(s)                                  | ELECTRICAL METERS                                                                                                |                                                |
| (E4) Tender Authority                                       |                                                                                                                  |                                                |
| (E5) Tendering Entity's Name                                |                                                                                                                  |                                                |

| LOCAL PRODUCTS (Goods, Services and Works)           |                 |       |
|------------------------------------------------------|-----------------|-------|
| Description of items purchased                       | Local suppliers | Value |
| (E6)                                                 | (E7)            | (E8)  |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
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|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
|                                                      |                 |       |
| (E9) Total local products (Goods, service and works) |                 |       |

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation &amp; amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 1P: DECLARATION OF BIDDER'S PAST SUPPLY  
CHAIN MANAGEMENT PRACTICES**

**MBD 8**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                             | No                             |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br>The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.                                                                                                                                                                                                                                                                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                |

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

| Item  | Question                                                                                                                                                                                                                               | Yes                             | No                             |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                 | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.  
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                  |
|------------------------------------------------------------------|
| <b>SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b> |
|------------------------------------------------------------------|

**MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>22</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                                        |
|----------------------------------------------------------------------------------------|
| <b>SCHEDULE 1R : SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT</b> |
|----------------------------------------------------------------------------------------|

| DESCRIPTION                              | NUMBER                            |                        |           |        | TOTAL         |
|------------------------------------------|-----------------------------------|------------------------|-----------|--------|---------------|
| DESCRIPTION OF TASK /<br>ELEMENT / TRADE | ARTISANS AND OR<br>SKILLED LABOUR | SEMI-SKILLED<br>LABOUR | LABOURERS | OTHERS | LABOUR / TASK |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
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|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
|                                          |                                   |                        |           |        |               |
| TOTAL ACTUAL LOCAL LABOUR: .....         |                                   |                        |           |        |               |

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Note: where the same labour is to be re-used on various tasks the total labour/tasks and the total actual labour will differ

By signing this page the Tenderer acknowledges the contents thereof

\_\_\_\_\_  
Signature of Bidder

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                 |
|-------------------------------------------------|
| <b>SCHEDULE 2A : DOCUMENTS OF INCORPORATION</b> |
|-------------------------------------------------|

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Name .....

Signature .....

Capacity .....

Date & Time .....

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                     |
|-----------------------------------------------------|
| <b>SCHEDULE 2B: REGISTRATION ISSUED BY THE CIDB</b> |
|-----------------------------------------------------|

The tenderer must attach to this page either a certificate of Contractor Registration issued by the Construction Industry Development Board or proof of registration in terms of the Construction Industry Development Board Act.

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                  |
|------------------------------------------------------------------|
| <b>SCHEDULE 2C: PROOF OF PAYMENT OF TENDER PARTICIPATION FEE</b> |
|------------------------------------------------------------------|

The tenderer must attach to this page proof of payment of the tender participation fee as stipulated in the tender advertisement.

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 2D: FORM OF INDEMNITY**

The tenderer must complete this page

PS.1 THE MUNICIPAL MANAGER  
Theewaterskloof Municipality

**INDEMNITY**

Given by ..... (Name of Company)  
of .....

.....  
(registered address of Company) a company incorporated with limited liability according to the Company Laws  
of the Republic of South Africa (hereinafter called the Contractor),

represented herein by .....

..... (Name of Representative) in his capacity as

..... (Designation) of the Contractor is

duly authorised hereto by a resolution dated . ....

To sign on behalf of the Contractor.

WHEREAS THE CONTRACTOR HAS ENTERED INTO A CONTRACT DATED ...  
WITH THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE MUNICIPALITY) WHO  
REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE

**CONTRACT: ELEC 05/2021/22 : REPLACE AND UPGRADE MEDIUM VOLTAGE (MV)  
AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON  
(PHASE 3)**

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless  
the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by  
reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in  
connection with the aforementioned contract; and also in respect of all claims that may be made against the  
Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or  
damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses  
that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due  
performance of which the Contractor binds itself according to law.

By signing this page the Tenderer acknowledges the contents thereof

\_\_\_\_\_  
Signature of Bidder

**SIGNATURE :** .....

**THUS DONE AND SIGNED** for and on behalf on the Contractor.

At ..... on the ..... day of ..... In the

presence of the subscribing witnesses.

**AS WITNESSES**

1. .... (Designation) .....

2. .... (Designation) .....

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

SCHEDULE 2E : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (SECTION 37(2))

AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY  
(HEREINAFTER CALLED THE "CLIENT") AND

.....  
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF  
1993 AS AMENDED.

I, ....., representing  
....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at .....on the.....day of.....20....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mandatory

Signed at ..... on the.....day of.....20....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of Theewaterskloof Municipality

### **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                         |
|-----------------------------------------|
| <b>SCHEDULE 2F : B-BBEE CERTIFICATE</b> |
|-----------------------------------------|

The tenderer must attach to this page a **certified copy of their B-BBEE level of contribution certificate** in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a certified copy of the B-BBEE Certificate for each of the joint venture partners.

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                      |
|----------------------------------------------------------------------|
| <b>SCHEDULE 2G : LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES</b> |
|----------------------------------------------------------------------|

The tenderer must attach to this page a letter from the relevant authorities indicating his good standing with regard to **UIF payments and COIDA**. Each party to a Joint Venture or Consortium shall submit separate documents. Where applicable, a **Certificate of Compliance** issued by the relevant **Bargaining Council** shall be attached to this schedule. Each party to a Joint Venture or Consortium shall submit separate documents.

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                                              |
|------------------------------------------------------------------------------|
| <b>SCHEDULE 2H : PROOF OF CREDIT FACILITIES WITH SUPPLIERS/MANUFACTURERS</b> |
|------------------------------------------------------------------------------|

The tenderer must attach to this page proof that adequate credit facilities are available with manufacturers and/or suppliers for the purchasing of all items listed in the Bill of Quantities.

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**SCHEDULE 3A : RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :

| No. | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## THEEWATERSKLOOF MUNICIPALITY

# REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

## SCHEDULE 3B : SPECIAL CONDITIONS OF TENDER (F5)

### SPECIAL CONDITIONS OF TENDER

#### A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

For the **unskilled labour** portion of this tender, i.e. **estimated R 80 000 of the value of the tender**, the Service Provider MUST employ all local labourers from **Greyton** where upgrade are taking place. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them .

If the service provider intends to make use of **sub-contractors**: Only sub-contractors local to the Theewaterskloof Municipal Area will be accepted. The service provider must submit substantive evidence and relevant information with its tender proposal per Schedule 1H. Should no sub-contractors for the service in question be available within the municipal area, the service provider must provide proof of the successful search for such a sub-contractor

All equipment that the contractor should lease MUST be from the local Theewaterskloof area for example : Front Loader Digger and Jackhammer for trenches

Make use of local material for backfilling of trenches (Sand)

Basic on job training for unskilled local labour with a reference letter

#### B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)

Any additional information upon request must be submitted in writing within 48 hours of receipt.

#### C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)

The service provider must provide the Municipality with a completed list of local labourers used, as depicted in Annexure 1R, with monthly claims.

The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details:

- Salary / wages spent on local employees versus total wages / salary budget at site
- Number of local employees employed versus per total workforce at site
- Amount spent on local suppliers versus budgeted

Any amendments to the list requires prior approval from the Municipality.

The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.

The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and invoice. Any changes in sub-contractors requires prior approval from the Municipality.

**I HEREBY DECLARE THAT I COMPLY WITH ALL THE SPECIAL CONDITIONS AS SET OUT ABOVE.**

**If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

By signing this page the Tenderer acknowledges the contents thereof

Signature of Bidder

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

|                                              |
|----------------------------------------------|
| <b>PART C1 : AGREEMENT AND CONTRACT DATA</b> |
|----------------------------------------------|

- C1.1      Form of Offer and Acceptance**
- C1.2      Contract Data**
- C1.3      Form of Performance Security (Pro Forma)**
- C1.4      Form of Retention Money Guarantee (Pro Forma)**

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                            |
|--------------------------------------------|
| <b>C1.1 : FORM OF OFFER AND ACCEPTANCE</b> |
|--------------------------------------------|

**1. OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**TENDER NO. ELEC 05/2021/22: REPLACE AND UPGRADE MEDIUM VOLTAGE (MV)  
AND LOW VOLTAGE (LV) ELECTRICAL NETWORK IN CALEDON ST, GREYTON  
(PHASE 3)**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value-Added Tax is .....**

.....  
 .....  
 .....  
 ..... Rand (in words);

R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

for the **Tenderer**  
(Name and address of organization)

Name and signature  
of witness .....

Date .....

**By signing this page the Tenderer acknowledges the contents thereof**

**Signature of Bidder**

## 2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

|                                  |                                    |            |
|----------------------------------|------------------------------------|------------|
| Signature(s)                     | .....                              | .....      |
| Name(s)                          | .....                              | .....      |
| Capacity                         | .....                              | .....      |
| for the <b>Employer</b>          | .....                              |            |
|                                  | (Name and address of organization) |            |
| Name and signature<br>of witness | .....                              | Date ..... |

### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject .....  
Details .....
2. Subject .....  
Details .....
3. Subject .....  
Details .....
4. Subject .....  
Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s) .....

Names(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organisation)

Name and signature of witness ..... Date .....

Signature(s) .....

Names(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organisation)

Name and signature of witness ..... Date .....

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**C1.2: CONTRACT DATA (PART 1)**

The Conditions of Contract are the “Conditions of Contract for Construction for Building and Engineering Works designed by the Employer” as issued by FIDIC, first Edition 1999, document ISBN2-88432-022-9.

Copies of these conditions of contract may be obtained from CESA Tel no.: (0)11 463 2022.

**PART 1 : DATA PROVIDED BY THE EMPLOYER**

| Clause  | Description                                                                                                                                                                                                                                                                                                                                                                                    |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1     | <b>DEFINITIONS</b>                                                                                                                                                                                                                                                                                                                                                                             |
| 1.1.1.1 | <b>Is deleted and replaced by:</b> “Contract” means the Form of Offer and Acceptance, Contract Data, these Conditions, the Specifications, the Drawings, the Schedules, and the further documents (if any), which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof, which any of the aforesaid documents incorporate by reference. |
| 1.1.1.2 | <b>Is deleted and replaced by:</b> “Contract Agreement” means the document called Form of Offer and Acceptance.                                                                                                                                                                                                                                                                                |
| 1.1.1.3 | <b>Is deleted and replaced by:</b> “Letter of Acceptance” means that section of the Form of Offer and Acceptance called “Acceptance”. The date of the Letter of Acceptance shall be the date of signing the latter “Acceptance”.                                                                                                                                                               |
| 1.1.1.4 | <b>Is deleted and replaced by:</b> “Letter of Tender” means that section of the Form of Offer and Acceptance called “Offer”.                                                                                                                                                                                                                                                                   |
| 1.1.1.5 | <b>Is deleted and replaced by:</b> “Specification” means that document entitled Scope of Work, as included the Contract, and any additions and modifications to the Scope of Work in accordance with the Contract. Such document specifies the Works.                                                                                                                                          |
| 1.1.1.7 | <b>Is deleted and replaced by:</b> “Schedules” means the document(s) entitled Tender Schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists and schedules of rates and / or prices.                                                                                         |
| 1.1.1.8 | <b>Is deleted and replaced by:</b> “Tender” means that section of the Form of Offer and Acceptance called “Offer” and all other documents which the Contractor submitted as Returnable Documents, as included in the Contract.                                                                                                                                                                 |
| 1.1.1.9 | <b>Is deleted.</b>                                                                                                                                                                                                                                                                                                                                                                             |
| 1.1.6.6 | <b>Is deleted and replaced by:</b> “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 provided in terms of the Form of Guarantee contained in C1.3.                                                                                                                                                                                                        |
|         | <b>PARTICULAR CONDITIONS</b>                                                                                                                                                                                                                                                                                                                                                                   |
| 1.1.4.6 | The contract foreign currency is not applicable                                                                                                                                                                                                                                                                                                                                                |
| 1.1.4.8 | The contract local currency is South African Rand                                                                                                                                                                                                                                                                                                                                              |
| 1.1.6.2 | The contract country is South Africa                                                                                                                                                                                                                                                                                                                                                           |

| Clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.37          | <b>DEFECTS NOTIFICATION PERIOD</b><br>The defects notification period, for purposes of this contract also called the Defects liability period shall be 365 Calendar Days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.2             | <b>INTERPRETATION</b><br>At the end of sub-clause 1.2, insert:<br>In these conditions, provisions including, the expression cost plus reasonable profit" require this profit to be 10% of this cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.3             | <b>ELECTRONIC TRANSMISSION SYSTEMS</b><br>Acceptable transmission methods for all communications during the construction phase of the contract <ul style="list-style-type: none"> <li>• Mail</li> <li>• E-mail</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| [1.1.22] & 1.3  | <b>EMPLOYER'S NAME AND ADDRESS</b><br>THEEWATERSKLOOF MUNICIPALITY<br>PO Box 24, Caledon, 7230                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| [1.1.2.4] & 1.3 | <b>ENGINEER'S NAME AND ADDRESS</b><br>ROYAL HASKONINGDHV (PTY) LTD<br>P O Box 5195, Tygervally, 7536                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.4             | <b>GOVERNING LAW</b><br>South African                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1.4             | <b>RULING LANGUAGE</b><br>English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1.4             | <b>LANGUAGE FOR COMMUNICATIONS</b><br>English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.5             | <b>PRIORITY OF DOCUMENTS</b><br><b>Is deleted and replaced by:</b> The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence: <ol style="list-style-type: none"> <li>the Form of Offer and Acceptance;</li> <li>Contract Data: Data provided by the Employer;</li> <li>the General Conditions of Contract;</li> <li>the Project Specification;</li> <li>the Tender Drawings;</li> <li>the Particular Specifications (if applicable);</li> <li>the Bills of Quantities</li> </ol> If an ambiguity or discrepancy is found in the documents, the engineer shall issue any necessary clarification or instruction. |
| 1.15            | <b>DETAILS TO BE CONFIDENTIAL</b><br><b>Add clause 1.15:</b> Both parties shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the agreement of the employer.                                                                                                                                                                                                                                                                                                                            |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.16   | <b>APPENDIX TO TENDER</b><br><b>Add clause 1.16:</b> Where reference is made to “Appendix to Tender” in the Conditions of Contract replace with “Contract Data”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.1    | <b>TIME FOR ACCESS TO SITE</b><br>The Contractor can access the full site any time after the commencement date, with the onus on the Contractor to stay within the contractual completion time. However, the Contractor shall not establish on site later than one (1) calendar month after the commencement date, unless approved by the Engineer in writing.                                                                                                                                                                                                                                                                       |
| 2.4    | <b>EMPLOYER’S FINANCIAL ARRANGEMENTS</b><br><i>[Omit clause]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3.1    | <b>ENGINEER’S DUTIES AND AUTHORITY</b><br>The Engineer shall obtain the specific approval of the employer before taking action under the following sub-clauses of these conditions:<br>a) Sub clause 3.1.1 – Issuing of Variation Orders                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.2    | <b>DELEGATION BY THE ENGINEER</b><br>Replace the first paragraph with “..... The assignment, delegation or revocation shall be in writing and shall not take effect until a copy has been received by the Contractor”.                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3.2    | <b>DELEGATED ASSISTANT</b><br>The engineer may from time to time appoint an assistant or assistants on the project. The assistant shall only be authorised if the assistant has been appointed in writing. The engineer’s assistant shall have the following delegated authority:<br>* to approve/reject any part of the project;<br>* to perform inspections on behalf of the engineer;<br>* to issue site instructions on behalf of the engineer;<br>* to instruct the contractor to do any test that is deemed necessary;<br>* to issue fault lists on behalf of the engineer;<br>* as listed in a specific letter of delegation. |
| 3.4    | <b>REPLACEMENT OF ENGINEER</b><br>Total clause omitted for purposes of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.6    | <b>MANAGEMENT MEETINGS</b><br><b>Add clause 3.6:</b> The engineer or the contractor’s representative may require the other to attend a management meeting in order to review the arrangements for future work. The engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the employer. In record, responsibilities for any actions to be taken shall be in accordance with the contract.                                                                                                                                                                   |
| 4.2    | <b>PERFORMANCE SECURITY</b><br>In this last line of the last paragraph replace the words “Performance Certificate” with “Taking-over Certificate”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.2    | <b>PERFORMANCE SECURITY</b><br>At the end of the second paragraph of sub-clause 4.2, insert:<br>If the Performance Security is in the form of a bank guarantee, it shall be issued either:<br>a) by a bank located in the country or<br>b) directly by a foreign bank acceptable to the employer.                                                                                                                                                                                                                                                                                                                                    |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered, or licensed to do business, in the country. <b>The performance security shall not have a calendar end date, but shall stay in full force until issuing of the “Taking over certificate”.</b>                                                                                                                                                                    |
| 4.2    | <b>PERFORMANCE SECURITY</b><br>Add the following: NO payments shall be certified before the performance security has been handed over to the client. The performance security shall be provided by the Contractor within fourteen (14) days from the commencement date.                                                                                                                                                                                                                     |
| 4.2    | <b>AMOUNT OF PERFORMANCE SECURITY</b><br>10% of Accepted contract amount, in the currencies and proportions in which the Contract Price is payable.                                                                                                                                                                                                                                                                                                                                         |
| 4.3    | <b>CONTRACTOR’S REPRESENTATIVE</b><br>At the end of sub-clause 4.3, add:<br>The Contractor’s Representative and all these persons shall also be fluent in the English language.                                                                                                                                                                                                                                                                                                             |
| 4.8    | <b>SAFETY PROCEDURES</b><br>Add new paragraphs:<br>f) The Contractor shall be responsible for Health and Safety as prescribed in the relevant acts.<br>g) The Contractor shall provide a site specific Health and Safety plan based on the employer’s Health and Safety Specification within fourteen (14) days from date of appointment.                                                                                                                                                   |
| 4.10   | <b>SITE CONDITIONS</b><br>Responsibility for the determination of site conditions prior to construction shall rest with the Contractor.                                                                                                                                                                                                                                                                                                                                                     |
| 4.19   | <b>ELECTRICITY, WATER AND GAS</b><br>Add the following at the end of sub-clause 4.19 :<br>a) Electricity is available at the site. (Billed to Contractor).<br>b) Water is available at the site. (Billed to Contractor).                                                                                                                                                                                                                                                                    |
| 4.20   | <b>EMPLOYER’S EQUIPMENT AND FREE ISSUE MATERIAL</b><br>The following equipment and material is provided by the Employer, free from any defects:<br>As per the bill of quantities, indicated as “Installation only items”.                                                                                                                                                                                                                                                                   |
| 4.22   | <b>SECURITY OF THE SITE</b><br>Add new paragraph:<br>c) The Contractor shall be responsible for the protection of all equipment and material on site (installed and not installed) until handed over to the Client.<br>d) The Contractor shall notify the Engineer when a need for additional security on site develops. The Contractor shall present a report and proposed intervention plan with associated cost to the Engineer for approval before any additional security is employed. |
| 6.5    | <b>NORMAL WORKING HOURS</b><br>Normal working hours are as follows 7h00 – 18h00 (Monday to Saturday)<br>Non-working days are Sundays, Public holidays and the end-of-the-year builder’s break.                                                                                                                                                                                                                                                                                              |

| Clause    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|----------|--------|-------|--------|-------|--------|-----|--------|------|--------|------|--------|--------|--------|-----------|--------|---------|--------|----------|--------|----------|--------|
| 7.5       | <b>REJECTION</b><br>Costs incurred by the Employer and applicable to retesting or re-inspection shall include costs of the Engineer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 8.1       | <b>COMMENCEMENT OF WORKS</b><br>The commencement date shall be seven (7) working days from the date of the Letter of Acceptance. The Engineer shall give notice of the commencement date to the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 8.2       | <b>TIME FOR COMPLETION</b><br>The Start Date of the Time for Completion will be the commencement date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 8.3       | <b>PROGRAMME</b><br>Replace the first sentence of the first paragraph with : "The Contractor shall submit a detailed programme to the Engineer within 14 days of the Commencement Date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 8.4       | <b>EXTENSION OF TIME FOR COMPLETION</b><br>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 8.4.<br>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.<br><table> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>2 days</td></tr> <tr><td>April</td><td>2 days</td></tr> <tr><td>May</td><td>2 days</td></tr> <tr><td>June</td><td>4 days</td></tr> <tr><td>July</td><td>4 days</td></tr> <tr><td>August</td><td>4 days</td></tr> <tr><td>September</td><td>4 days</td></tr> <tr><td>October</td><td>2 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.<br>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.<br>It shall remain the responsibility of the Contractor to plan activities on site by taking into account any bad weather or any other factors that may have an impact on the program. In case of bad weather, work can only be stopped after consultation with the Engineer or Client. Agreement reached shall preferably be in writing before stopping of work, but if not possible must be confirmed afterwards in writing.<br>Furthermore, the responsibility shall rest with the Contractor to provide reasons for stopping the work on site to the Engineer, especially if such stopping of work might be regarded as reason for any extension in time. | January | 2 days | February | 2 days | March | 2 days | April | 2 days | May | 2 days | June | 4 days | July | 4 days | August | 4 days | September | 4 days | October | 2 days | November | 2 days | December | 2 days |
| January   | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| February  | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| March     | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| April     | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| May       | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| June      | 4 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| July      | 4 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| August    | 4 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| September | 4 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| October   | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| November  | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| December  | 2 days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |
| 8.7       | <b>MAXIMUM AMOUNT OF DELAYS DAMAGES</b><br>5 % of the final contract price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |         |        |          |        |       |        |       |        |     |        |      |        |      |        |        |        |           |        |         |        |          |        |          |        |

| Clause                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.7 & 14.15(b)                                | <b>DELAY DAMAGES FOR THE WORKS</b><br>0,1 % of the final contract price per day, in the currencies and proportions in which the contract price is payable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 9.<br>9.1                                     | <b>TESTS ON COMPLETION</b><br><b>CONTRACTOR'S OBLIGATIONS</b><br>Add the following at the end of paragraph 9.1:<br>The Contractor shall do the following tests on completion:<br><br>All relevant electrical tests.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.10                                         | For purposes of this contract, the latent defects period shall be ten (10) years, starting from the date of the Performance Certificate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13.5(b)                                       | <b>PROVISIONAL SUMS</b><br>Percentage for overhead and profit charges 10 %. Three (3) quotations will be required for the work included in each provisional sum allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13.8<br><b>Adjustment for changes in cost</b> | The method of calculating adjustments for changes in costs shall be:<br><br><b>A. CHANGES IN COST AND LEGISLATION (LABOUR, MATERIALS AND TRANSPORT) Cable Prices Excluded</b><br>a) Prices will be subject to escalation as per SEIFSA price adjustment schedules.<br>Price adjustment will be calculated in accordance with the formulae:-<br>$PI = PO \left( \frac{M.MEI}{MSI} + \frac{L.LEI}{LSI} + \frac{B.BEI}{BSI} + \frac{D.DEI}{DSI} \right)$<br>1. where P = Escalated value of PO<br>PO = Value of work on which escalation is due<br>M = Value of materials as factor of PO<br>L = Value of labour as a factor of PO<br>B to D = Value of other components as factors of PO<br>MEI to DEI = Applicable SEIFSA end indices<br>MSI to DSI = Applicable SEIFSA start indices; such that the escalation per item 2 below applies.<br><br>2. Escalation = (1-x)(PI-PO) where the factor 1-x allows for a non-escalatable profit taken by the Contractor, expressed as a decimal fraction.<br>The value of x must be entered in the appropriate space allowed in the bill of quantities.<br><br>3. Escalation adjustments shall cease on the contractual completion date, or taking over date, whichever is first.<br><br>b) Escalation will be calculated on the nett tariff (VAT excluded). VAT is calculated on the total amount, including escalation.<br><br>c) Payment for exchange rate variations will only be considered if the value of the imported component of the contract exceeds 10 % of the nett contract value and subject to the following conditions:<br>i) The Tenderer must have listed the values of imported components in his tender offer;<br>ii) The exchange rate on which the offer was based must have been stated in respect of currency, date and rate;<br>iii) No escalation will be payable on the value of the imported components.<br><br><b>B. CHANGES IN COST AND LEGISLATIONS (Cable Prices)</b> |

| Clause                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | Cable prices will be subject to escalation based on the metals and materials schedules as issued by the Association of Electrical Cable Manufacturers of South Africa (AECMSA). Base price for this contract shall be : (July 2021)                                                                                                                                                                                                                   |
|                                               | <b>C. RATE OF EXCHANGE</b><br>All imported goods that will be subject to possible exchange rate variations must clearly be listed as part of the tender offer. The Tenderer must clearly state the currency exchange rate and applicable date on which the tender offer is based.                                                                                                                                                                     |
| 13.8<br><b>Adjustment for changes in cost</b> | <b>FIXED CHARGE AND VALUE RELATED ITEMS</b><br>If the contract value increases, the items for preliminary and general in the schedule of quantities will increase in relation to the increase of contract value.                                                                                                                                                                                                                                      |
|                                               | <b>TIME RELATED ITEMS</b><br>An approved extension of time will qualify the Contractor to receive payment for time related items as in the schedule of quantities in relation to the extension of time.                                                                                                                                                                                                                                               |
| 14.2                                          | <b>ADVANCE PAYMENT</b><br>Advance payments will not be applicable to this contract.                                                                                                                                                                                                                                                                                                                                                                   |
| 14.3                                          | <b>METHOD OF APPLICATION</b><br>Claim with detail breakdown of costs together with original tax invoice to be submitted to the Engineer by the 25 <sup>th</sup> of each month. Engineer to verify quantities.                                                                                                                                                                                                                                         |
| 14.3                                          | <b>PERCENTAGE OF RETENTION</b><br>10 % Retention.                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14.3                                          | <b>LIMIT OF RETENTION MONEY</b><br>Up to 5 % of the Accepted Contract Amount less provisional sums.                                                                                                                                                                                                                                                                                                                                                   |
| 14.5                                          | <b>PLANT AND MATERIALS INTENDED FOR THE WORKS</b><br>Percentage payment for materials on site but not included in the permanent work is 90 % (ninety percent).<br><br><i>Add the following paragraph :</i><br>“If so agreed in writing by the Engineer and Contractor, the provisions of this sub-clause 14.5 shall apply equally to Plant and Materials intended for incorporation in the permanent works and stored at places other than the site.” |
| 14.6                                          | <b>MINIMUM AMOUNT OF INTERIM PAYMENT CERTIFICATES</b><br>Not applicable.                                                                                                                                                                                                                                                                                                                                                                              |
| 14.7                                          | <b>PAYMENT</b><br>The period for payment shall be 30 (thirty) calendar days from date of tax invoice.                                                                                                                                                                                                                                                                                                                                                 |
| 14.15                                         | <b>CURRENCIES OF PAYMENT</b><br>The currency of account shall be the Local Currency and all payments made in accordance with the contract shall be in Local Currency.                                                                                                                                                                                                                                                                                 |
| 17.6                                          | <b>LIMITATION OF LIABILITY</b><br>In sub-clause 17.6, the sum referred to in the penultimate sentence (limit of liability) shall be the Accepted Contract Amount.                                                                                                                                                                                                                                                                                     |
| 18.1 & 18.2                                   | <b>INSURANCE</b><br><b>Add:</b> The contractor will not be allowed on site until proof of all insurances has been submitted to the engineer.<br><br>The insured amount shall be 100 % of the final contract price, including replacement values of the contractor's equipment.                                                                                                                                                                        |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18.1   | <b>EVIDENCE OF INSURANCE AND COPIES OF INSURANCE POLICIES</b><br>To be provided within 14 days from the commencement date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18.3   | <b>MINIMUM AMOUNT OF THIRD PARTY INSURANCE</b><br>R2 000 000-00 (Two million rand)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 20.1   | <b>DISPUTE RESOLUTION SHALL BE BY DISPUTE ADJUDICATION BOARD</b><br>The DAB, shall be one sole member. If the Parties cannot agree on the member of the DAB three persons shall be appointed as provided for in 20.2.<br>Dispute determinations shall be by arbitration.<br>Where the parties fail to agree on the appointment of an Arbitrator, the SA Association of Arbitrators will nominate the Arbitrator.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 20.2   | <b>Is amended by replacing the first sentence:</b> Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 20.3   | <b>FAILURE TO AGREE DISPUTE ADJUDICATION BOARD</b><br>The entity referred to in this paragraph will be the SA Association of Arbitrators.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 20.4   | <b>Is amended by deleting:</b> The word “may” in line 4 and replace with “shall first” and replace “84” in the forth and fifth paragraphs with “42”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 20.4   | <b>Is amended by adding:</b> The wording “or court proceedings as provided for in the Contract Data in the sixth paragraph after “arbitration of a dispute”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 20.6   | <b>Replace with the following:</b> If provided in the Contract Data, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, nominated on the application of either party to the entity or official named in the Contract Data, and any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore.<br><br>In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which is current at the time of the referral to arbitration.<br><br>The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based. |
| 20.7   | <b>Is amended by adding :</b> The wording “or court proceedings as provided for in the Contract Data” in the sixth paragraph after “arbitration”.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20.9   | <b>Clause 20.9 is added :</b> If the Contract Data provides for the court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                      |
|--------------------------------------|
| <b>C1.2 : CONTRACT DATA (PART 2)</b> |
|--------------------------------------|

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

| Clause        | Description                                                                                                                                                                                                                                                                                                                 |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.2.3 & 1.3 | <p>The Contractor is the .....<br/> <i>[Enter the Legal name of the Contractor]</i>.</p> <p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p> |
| 1.1.3.3       | The Works shall be completed in ..... days/weeks/months                                                                                                                                                                                                                                                                     |

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
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ELEC 05/2021/22

PROJECT REF NO. MD5637

**C1.3 : PERFORMANCE SECURITY (PRO FORMA)**

TENDER NO. ELEC 05/2021/22

WHERE AS THEEWATERSKLOOF MUNICIPALITY (hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contractor") on the ..... day of ..... 20.....

for the construction of

.....  
at .....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, .....

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Taking-over Certificate in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of  
.....(R..... )
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20.....

As witnesses:

1. .... Signature .....
2. .... Duly authorized to sign on behalf of  
.....  
Address .....  
.....  
.....

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                             |
|-------------------------------------------------------------|
| <b>C1.4 : FORM OF RETENTION MONEY GUARANTEE (PRO FORMA)</b> |
|-------------------------------------------------------------|

**ISSUED TO:** THEEWATERSKLOOF MUNICIPALITY (hereinafter referred to as "the Employer")

**ON BEHALF OF** ..... (hereinafter referred to as "the Contractor")

in connection with

**TENDER NO. ELEC 05/2021/22** (hereinafter referred to as "the Contract")

**WHEREAS** the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

**NOW THEREFORE** we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at ..... or such other address in ..... as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify:
  - a) that he is the Engineer in office as such in terms of the Contract;
  - b) that the Contractor is in breach of his obligations under the Contract, and
  - c) that the amount demanded, which amount the certificate shall specify,
    - i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amount of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
    - ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.
3. We shall within ..... days after our receipt of a demand complying with the provisions of Clause 1 and 2 make payment to the Employer of the amount demanded at ..... or at such other address in ..... as the Employer shall in writing notify to us.

4. Subject to compliance with the provisions hereof, our liability to make the payment herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R .....
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

**AT** ..... for and on behalf of ..... **(Guarantor)**

on this ..... day of ..... 20.....

**SIGNATURE:** .....

**NAME:** .....  
**(Print)**

**CAPACITY:** .....

**SIGNATURE:** .....

**NAME:** .....  
**(Print)**

**CAPACITY:** .....

**ADDRESS:** .....

.....

.....

.....

**AS WITNESSES:**

1. ....

**NAME:** .....  
**(Print)**

2. ....

**NAME:** .....  
**(Print)**

C2.0

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                               |
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| <b>PART C2 : PRICING DATA</b> |
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**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**

**C2.3 Data Sheets**

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                    |
|------------------------------------|
| <b>C2.1 : PRICING INSTRUCTIONS</b> |
|------------------------------------|

**C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES**

- C2.1.1.1** All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2** The Tenderer shall enter a price against each item in the schedule of prices where quantities and/or "Rate Only" items have been included. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3** The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications. Any exclusions of any part of the specified scope of work shall cause the tender to be regarded as non-responsive.
- C2.1.1.4** The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of off-site storage for double handling at the store.
- C2.1.1.5** The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6** Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7** The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8** Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Engineer.
- C2.1.1.9** Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting; rewriting and initialling next to the amendment.
- C2.1.1.10** Where items are indicated as "Installation only", such items must be collected at the municipal store and installed as part of the works.

## C2.2

- C2.1.1.11 **The final quantities for each item must be verified by the Contractor before ordering. Any discrepancy between the bill of quantities and the verified quantities must be reported to the Engineer before ordering of such material.**
- C2.1.1.12 Theewaterskloof Municipality reserves the right to scale down on the Scope of Work in order for the tender value to initially fit into available budget for 2021/2022. The evaluation of the tender offers will however, as per the guidelines of the CIDB, be based on the full tender amounts.

C2.3

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
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|                                   |
|-----------------------------------|
| <b>C2.2 : BILLS OF QUANTITIES</b> |
|-----------------------------------|

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

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|                           |
|---------------------------|
| <b>C2.3 : DATA SHEETS</b> |
|---------------------------|

**C2.3 DATA SHEETS**

No tender for any equipment will be accepted unless the schedules have been completed where applicable. Delivery dates must be considered to determine the completion period of the contract. Missing information must be provided for the specified equipment offered or for any alternative/equivalent which the Tenderer might like to offer. When an alternative/equivalent is offered the comparative prices must be given but, only the cost of the specified items must be transferred to the schedule of quantities.

Abbreviations specific to this schedule:

|          |   |                           |
|----------|---|---------------------------|
| N/o      | = | normally open             |
| N/c      | = | normally close            |
| max      | = | maximum                   |
| min      | = | minimum                   |
| L/M/H/VH | = | Low/Medium/High/Very high |
| O/H      | = | Overhead                  |
| U/G      | = | Underground               |

**C2.3.1 11 kV CABLE**

| ITEM NO                | DESCRIPTION     | UNIT                                                                                | SPECIFIED  |
|------------------------|-----------------|-------------------------------------------------------------------------------------|------------|
| 1.                     | Manufacturer    |                                                                                     | .....      |
| 2.                     | Voltage rating  | kV                                                                                  | 6,35/11 kV |
| 3.                     | Cable size      | mm <sup>2</sup>                                                                     | 25         |
| 4.                     | Conductors      |                                                                                     | COPPER     |
| 5.                     | Type            |                                                                                     | PILEDGSTA  |
| 6.                     | Marking         |                                                                                     | SABS       |
| 7.                     | Cost            | R                                                                                   | .....      |
| 8.                     | Delivery period |                                                                                     | .....      |
| Additional information |                 | All cables to have a minimum local content of 90% as per the guidelines of the DTIC |            |

## C2.3.2 11 kV TERMINATIONS

| ITEM NO                | DESCRIPTION     | UNIT | SPECIFIED              |
|------------------------|-----------------|------|------------------------|
| 1.                     | Voltage rating  | kV   | 11 kV                  |
| 2.                     | Type            |      | HEATSHRINK<br>BOOT KIT |
| 3.                     | Code No         |      |                        |
| 4.                     | Cost            | R    |                        |
| 5.                     | Delivery period |      |                        |
| Additional information |                 |      |                        |

## C2.3.3 11 kV CABLE JOINTS

| ITEM NO                | DESCRIPTION     | UNIT | SPECIFIED          |
|------------------------|-----------------|------|--------------------|
| 1.                     | Manufacturer    |      |                    |
| 2.                     | Voltage rating  | kV   | 11 kV              |
| 3.                     | Type            |      | COMPOUND<br>FILLED |
| 4.                     | Code No         |      |                    |
| 5.                     | Cost            | R    |                    |
| 6.                     | Delivery period |      |                    |
| Additional information |                 |      |                    |

## C2.3.4 MINIATURE SUBSTATIONS

\*\* = OR SIMILAR/EQUIVALENT

| ITEM NO | DESCRIPTION            | UNIT | SPECIFIED                   |
|---------|------------------------|------|-----------------------------|
| 1.      | Manufacturer           |      | POWERTECH<br>TRANSFORMERS** |
| 2.      | Enclosure material     |      | 3CR12                       |
| 3.      | Colour                 |      | AVOCADO GREEN               |
| 4.      | <b>HV Compartment:</b> |      |                             |
| 5.      | Ring main unit (RMU)   |      | INCLUDED                    |
| 6.      | Manufacturer of RMU    |      | ABB CCV **                  |
| 7.      | Internal isolator      |      |                             |
| 8.      | Bushings               |      | C-TYPE                      |
| 9.      | <b>Transformer:</b>    |      |                             |
| 10.     | Ratio                  |      | 11,5 kV/420 V<br>50 Hz      |

| ITEM NO                | DESCRIPTION            | UNIT                                                                                                                                                                                                                                                                                                                                                                        | SPECIFIED    |
|------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 11.                    | Windings               |                                                                                                                                                                                                                                                                                                                                                                             | COPPER       |
| 12.                    | Internal fuses         |                                                                                                                                                                                                                                                                                                                                                                             | NO           |
| 13.                    | Vector Group           |                                                                                                                                                                                                                                                                                                                                                                             | DYN 11       |
| 14.                    | <b>LV Compartment:</b> |                                                                                                                                                                                                                                                                                                                                                                             |              |
| 15.                    | MCB's                  |                                                                                                                                                                                                                                                                                                                                                                             | CBI**        |
| 16.                    | Stripple fuses         |                                                                                                                                                                                                                                                                                                                                                                             |              |
| 17.                    | Street-light control   |                                                                                                                                                                                                                                                                                                                                                                             | AS INDICATED |
| 18.                    | <b>Cost:</b>           |                                                                                                                                                                                                                                                                                                                                                                             |              |
| 19.                    | 315 kVA                |                                                                                                                                                                                                                                                                                                                                                                             |              |
| 20.                    | Delivery period        |                                                                                                                                                                                                                                                                                                                                                                             |              |
| Additional information |                        | <ol style="list-style-type: none"> <li>1. The miniature substation shall be equipped with an Langis&amp;Gyr E650 meter with modem.</li> <li>2. Miniature substations must comply with latest internal arc testing procedure as per SANS/IEC 62271-200 and 202</li> <li>3. Transformers to have a minimum local content of 90% as per the guidelines of the DTIC.</li> </ol> |              |

## C2.3.5 LV RETICULATION CABLES

| ITEM NO                | DESCRIPTION     | UNIT                                                                                | SPECIFIED   |
|------------------------|-----------------|-------------------------------------------------------------------------------------|-------------|
| 1.                     | Manufacturer    |                                                                                     |             |
| 2.                     | Voltage rating  | V                                                                                   | 600/1 000 V |
| 3.                     | Conductors      |                                                                                     | ALUMINIUM   |
| 4.                     | Type            |                                                                                     | PVC SWA PVC |
| 5.                     | Marking         |                                                                                     | SABS        |
| 6.                     | Delivery period |                                                                                     |             |
| Additional information |                 | All cables to have a minimum local content of 90% as per the guidelines of the DTIC |             |

## C2.3.6 CONSUMER DISTRIBUTION UNITS

\*\* = OR SIMILAR/EQUIVALENT

| DESCRIPTION            |                    | UNIT                                               | SPECIFIED     |
|------------------------|--------------------|----------------------------------------------------|---------------|
| 1.                     | Manufacturer       |                                                    | POLYBOX**     |
| 2.                     | Enclosure material |                                                    | POLY-ETHYLENE |
| 3.                     | Colour             |                                                    | GREY          |
| 4.                     | MCB's rating       |                                                    | 80 A CURVE 1  |
| 5.                     | kWh meters         |                                                    | N/A           |
| 6.                     | Type / Code No     |                                                    | "GREENBRO" ** |
| 7.                     | Cost               |                                                    |               |
| 8.                     | Delivery period    |                                                    |               |
| Additional information |                    | Kiosks shall be wired for split prepaid kWh meters |               |

## C2.3.7 STREET-LIGHTS – GREYTON

\*\* = OR SIMILAR/EQUIVALENT

| ITEM NO                | DESCRIPTION                   | UNIT                                                                                                                                                | SPECIFIED                                                 |
|------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 1.                     | Manufacturer of light fitting |                                                                                                                                                     | BEKA**                                                    |
| 2.                     | Type                          |                                                                                                                                                     | ZELA 37W LED**                                            |
| 3.                     | Cost                          |                                                                                                                                                     |                                                           |
| 4.                     | Delivery period               |                                                                                                                                                     |                                                           |
| 5.                     | Manufacturer of pole          |                                                                                                                                                     | VOLTEX**                                                  |
| 6.                     | Type                          |                                                                                                                                                     | 4.5m TOTAL HEIGHT STEPPED POLE, 1 REDUCER ,TEXTURED BLACK |
| 7.                     | Cost                          |                                                                                                                                                     |                                                           |
| 8.                     | Delivery period               |                                                                                                                                                     |                                                           |
| Additional information |                               | Poles and luminaires to match existing network of streetlights. All poles to have a minimum local content of 100% as per the guidelines of the DTIC |                                                           |

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                |
|--------------------------------|
| <b>PART C3 : SCOPE OF WORK</b> |
|--------------------------------|

**C3.1 Project Specification**

- Section 1 : General
- Section 2 : Electrical Construction
- Section 3 : Applicable Standards and Specifications
- Section 4 : Tender Drawings

**THEEWATERSKLOOF MUNICIPALITY**

**UPGRADING OF MV AND LV ELECTRICAL NETWORK IN MAIN ROAD,  
RIVIERSONDEREND**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                        |
|----------------------------------------|
| <b>C3.1 : DESCRIPTION OF THE WORKS</b> |
|----------------------------------------|

| ITEM                                                | DESCRIPTION |
|-----------------------------------------------------|-------------|
| SECTION 1 : GENERAL                                 |             |
| SECTION 2 : ELECTRICAL CONSTRUCTION                 |             |
| SECTION 3 : APPLICABLE STANDARDS AND SPECIFICATIONS |             |
| SECTION 4 : TENDER DRAWINGS                         |             |

## THEEWATERSKLOOF MUNICIPALITY

UPGRADING OF MV AND LV ELECTRICAL NETWORK IN VAN SCHALKWYKSTR,  
GREYTON (PHASE 2)

ELEC 05/2021/22

PROJECT REF NO. MD5637

**C3.1 : PROJECT SPECIFICATION****SECTION 1: GENERAL****C3.1.1 SCOPE**

This tender comprises of the upgrading of various medium and low voltage networks in and around Caledon Street, Greyton. Generally, all overhead reticulation will be replaced with underground reticulation.

This specification calls for the following:

- a) 11kV overhead line
- b) 11kV underground cables;
- c) Miniature substations;
- d) Low voltage underground cables;
- e) Ground standing consumer distribution units;
- f) Underground consumer connections;
- g) Streetlighting.

After the installation of the underground network, the overhead network will be dismantled, salvaged and delivered to the Municipal stores.

**C3.1.2 DESCRIPTION OF THE SITE AND ACCESS**

- The areas are indicated on the included plans. Access will be via existing roads.
- Tenderers must acquaint themselves with the specific site and underground conditions.

**C3.1.3 DETAILS OF THE CONTRACT**

The works will be carried out as a direct electrical contract. Trenching and backfilling will be done by the Electrical Contractor.

It is a pre-requisite of this tender that local labour be used as far as possible during the execution of the contract. Minimum criteria applicable to the use of local labour are as per section F5 of the Tender Data.

**C3.1.4 CONSTRUCTION PROGRAMME**

A detailed construction programme shall be submitted within fourteen (14) days of the commencement date.

**C3.1.5 SITE FACILITIES AVAILABLE**

Site facilities and any services required by the Contractor shall be negotiated directly with the Municipality.

**C3.1.6 WORKS LAYOUTS**

The general layout of the works is shown on the drawings included as stipulated in Section 4 of C3.1.

**C3.1.7 COMPLIANCE WITH OH&S ACT**

The complete installation shall be in accordance with the Occupational Health and Safety Act (Act 85, 1993), and must comply with all requirements as per the Construction Regulations of 2014.

**For the protection of excavations, including trenches and poleholes, only plastic barricading netting will be allowed.**

**C3.1.8 TESTING**

Test certificates from the manufacturer for all 11 kV switchgear and transformers must be provided. The cable and earth measurements must be done with the Engineer present.

The earth resistance may not be more than:

- a) For switching station earth mat : 1 ohm
- b) For transformers MV earth electrode : 2 ohm
- c) For LV earth electrode : 10 ohm

**C3.1.9 CONTRACTOR OFFICE, STORES AND FACILITIES**

The provision of a site office is necessary for this contract. Store facilities must be provided by the Contractor.

**C3.1.10 ITEMS REQUIRING SPECIAL ATTENTION**

As the work progresses, the Contractor must keep an accurate record of any variation or deviation from the original drawings as approved by the Engineer. The actual position of all equipment as installed on site shall be noted on the drawings. The completion certificate will not be issued unless these "as built" drawings have been submitted to the Engineer.

**C3.1.11 CABLE AND SERVICE CROSSINGS**

The Contractor shall take care during trenching not to damage any existing services and shall liaise with the following parties to establish exact positions of services prior to trenching or installing poles. It is the responsibility of the Contractor to obtain wayleaves as necessary.

- a) Theewaterskloof Municipality – Electrical
- b) Theewaterskloof Municipality – Civil
- c) Telkom/Neotel/Dark Fibre Africa/Etc.
- d) Eskom (as applicable)

**C3.1.12 CABLE JOINTS**

Cable lengths in the schedule of quantities are provisional and the Contractor is responsible to determine the correct length of cable before it is cut. No joint will be allowed in any length of cable less than 300 metres.

**C3.1.13 BEACONS AND MARKERS**

#### C3.4

All necessary reference pegs shall be provided by others.

Cable markers must be placed as per Engineer's instruction along all 11 kV cables at each street crossing, at each joint and at each sealed off point.

THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                            |
|--------------------------------------------|
| <b>SECTION 2 : ELECTRICAL CONSTRUCTION</b> |
|--------------------------------------------|

**THE SPECIFIC TECHNICAL CONSTRUCTION DETAILS FOR THIS PROJECT ARE AS FOLLOWS :**

**PS.1            ELECTRICITY SUPPLIES**

The Contractor shall be responsible for all work associated with any wayleaves, switching arrangements etc.

In addition, the Contractor shall liaise directly with the relevant supply authority regarding obtaining of switching permits and switching on of power/switching in general.

**PS.2            DRAWINGS**

The Contractor shall submit manufacturing drawings to the Engineer for approval for all equipment prior to manufacturing. For all manufacturing drawings the following information shall be shown:

- Project Name and Contract Number;
- Manufacturer/Supplier
- Consulting Engineer and contact person;
- Client details;
- Drawing Number and Revision;
- Drawing to be Signed;
- Switchboard General Description;
- Fault level (kA and time rating);
- Switchboard Material type, grade, thickness etc;
- Colour – internal and external;
- Door details - Stiffeners and restrainers installed etc.
- Hinge Details
- Locking Details
- Handle Details
- Cable Entry Details
- All bolts, nuts, screws material type (i.e. 316 Stainless Steel)
- Equipment details – CB ratings, fault levels, type, manufacturer etc
- Equipment Layout details – Cubicle name, function, equipment function etc
- Indication Light colours

- Section through switchboard

The Contractor shall also submit the following design documents/ drawings as part of the contractual deliverables. All documents and drawing must be approved by the Engineer prior to ordering of any equipment. The following documents and drawings must be submitted within a month after the contract award:

- Cable schedules for all cables for each circuit/ light, DB etc.
- Site trenching route that indicates the details of the cables that will be installed in the various sections of the ground trenching.

Electronic record drawings based on surveyed data (using the WGS84 Lo.19 co-ordinate system) of the installation indicating cable routes, poles, ducts, manholes, road crossings and circuit wiring details shall be provided on completion. This contract will be deemed incomplete until the Contractor has handed all these drawings over to the Engineer, for final approval and acceptance.

PS.3

### **OPERATION AND MAINTENANCE MANUALS**

Two copies of the O & M Manual shall be issued to the Engineer prior to commissioning of the Works. Before the Taking-over Certificate is issued, four copies of the final approved version of the O & M Manual shall be issued to the Engineer. These O & M manuals shall have the following information displayed clearly in the cover of the file:

|                            |                                              |
|----------------------------|----------------------------------------------|
| Client Name                | Theewaterskloof Municipality                 |
| Project Name               | Greyton OH to UG in Caledon street (Phase 3) |
| File Name                  | Operation and Maintenance Manuals            |
| Contractor Name            | T.B.C                                        |
| Contractor Contact Details | Address, telephone and email adress          |

The manual shall be of a standard acceptable to the Engineer and shall be subject to his approval. At least one (1) manual shall contain originals.

Binders with hard, plastic covers and four-ring spring clip holders shall be used. Binders shall not be over-filled so as to allow use without damage to the contents.

Two electronic copies of all O & M Manuals will be made available on USB drives.

Title labels which include contract number, title, location, Contractor's name as well as the plant or process description together with volume number and contents shall be fixed on the front as well as the spine of the binders.

Manuals shall be in English only, with sections of equipment arranged by labelled dividing separator sheets. Where standard literature is obtained from suppliers or manufactures, this shall be neatly photocopied in A4 size, with the applicable sections clearly marked, omitting duplicate sections in languages other than English.

Comprehensive indexes shall be included, with separate sections (with their own index) where required, as follows:

In addition comprehensive indexes shall be included, with separate sections (with their own index) where required, as follows:

- Details of the electrical equipment supplied including the name and address of the supplier, and descriptive and technical literature, giving performance and service information.

- Full details of control and protection systems including logic sequence charts, logic controller programs, trip settings, etc.
- Circuit diagrams.
- Dimensioned panel layout drawings.
- Cable schedules for power cables. This shall include the cable type, start and finish points, route length, duty load, size, voltage drop, number of cores, number of cores used and gland size.
- Record (as-built) drawings referenced to the above.
- A list of spares, tools and testing equipment supplied under this contract.
- A comprehensive schedule of routine maintenance by time period for the system as installed.
- All completed factory and site test certificates/ commissioning sheets for the works.
- A comprehensive schedule of routine maintenance by time period for the system as installed.

These operation and maintenance manuals are required for the commissioning of the works. The installation shall not be commissioned nor the contract deemed complete without these manuals.

PS.4

#### **SPARES AND TOOLS**

At completion of the work, before commissioning, the Contractor shall submit for approval by the Engineer, a full list of the spares he proposes the Municipality must keep.

Where specific spares are recommended by the supplier or manufacturer, these shall be included in full in the list for approval.

Any special tools required to perform routine maintenance on any specific item of equipment shall be provided under this contract and must be included in the supply prices of the specific item.

PS.5

#### **INSPECTIONS, TESTS AND COMMISSIONING**

- All items shall be inspected by means of detailed design drawings and equipment schedules that are submitted to the Engineer for approval. No items shall be procured/ ordered prior to the Engineer's approval of the selected equipment and design drawings. If any equipment does not meet the specifications the Contractor shall change the equipment to comply with the specification at no additional cost to the Municipality.
- For all inspections the Contractor shall notify the Engineer in writing at least 2 weeks in advance, when his presence will be required for inspections or witnessing of tests.
- All cable trenches shall be inspected by the Engineer's representative prior to cables being laid, and after cables have been laid, prior to backfilling.
- For all equipment being manufactured in South Africa the Engineer and a Municipal representative will attend one factory inspection prior to the equipment being shipped to site. This will include physical inspections and all functional testing distribution boards etc. The Contractor shall bear all travel costs associated with the factory inspections. This shall include all travel costs (return flights for the Engineer from Cape Town & cars etc), accommodation, food etc.

- In the event that tests fail, the Contractor will be required to perform such tests again. Should these tests require the Engineer to be present again, the Engineer's cost for time and travel shall be recovered from the Contractor at rates as set out by the South African Engineering Council of South Africa.
- Test and calibration certificates shall be furnished detailing the results of the manufacturer's tests as required. This information shall be bound into the operation and maintenance manuals.
- The Contractor shall handover completed inspection sheets upon notifying the Engineer of his intention to handover the lighting installation, confirming adequate quality control measures have been implemented, to the satisfaction of the Engineer.

The entire installation shall be site tested by Contractor and witnessed by the Engineer prior to the practical completion certificate being issued.

## **PS.6 11 kV UNDERGROUND CABLES**

### **PS.6.1 TYPE**

The cables must be of the paper insulated type with lead cover and double steel tape armouring. It must be 3-core copper and must comply with Table 19 of SANS 97. The sizes of the cables are shown on the drawings.

### **PS.6.2 INSTALLATION**

The cables must be installed underground along the routes as shown on the drawings. The cable must, wherever applicable, be installed in the same trench as other services. The provision of the required bedding for the cables, backfilling and compacting shall be in accordance with SANS 1200.

Warning tape shall be installed 250 mm above the cable. The position of the cable trenches must be finalised with the Engineer before excavations start. All 11 kV cables must be installed 1 000 mm underground. A 100mm bedding and 100mm blanket consisting of clean sand shall be used for the installation of the cable.

All street-crossings shall be by means of 160 mm PVC ducts. Only one 11 kV cable per duct will be allowed.

All cable connections to equipment shall be by means of proper heat-shrink terminations.

## **PS.7 MINIATURE SUBSTATION**

### **PS.7.1 TYPE**

The miniature substation shall be supplied and installed on the positions as shown in the drawings. The specific preferred type is as in the data sheets, or similar / equivalent type but as approved by the Engineer.

The substation, including the ring main unit as applicable, shall be made out of 3CR12 with all bolts, nuts, washers, hinges and three point locking system and outside door handles made from stainless steel.

The colour of the miniature substation shall be avocado green according to SABS 1091. Numbering system will be as on the drawings, but needs to be confirmed before manufacturing. All labels, inside and outside, shall be fastened using stainless steel pop-rivets.

The miniature substation shall be fitted with a vandalproof cover over the locking mechanism.

The size and weight of the miniature substation, as well as "MV/LV" signs, must be stenciled on the outside.

The supplier of the miniature substation shall submit drawings of the plinth to the Engineer for approval, before construction can commence.

The miniature substation shall be designed for coastal conditions. The 11 kV conductors between the transformer and the ring main unit shall be screened and connected onto proper C type bushings on the transformer. The miniature substation shall be fitted with strip heaters with ON/OFF switches and temperature control. It shall furthermore be equipped with an Landys&Gyr E650 meter with modem, aerial and test blocks as per Theewaterskloof Municipality's Guidelines.

**PS.7.2 RING MAIN UNIT**

The ring main unit (specific type as in the Data Sheets), the transformer and the low voltage compartments shall form an integral part. The MV cable shall be terminated on the ring main unit with heat-shrink terminations.

The relay on the breaker of the ring main unit shall be set for the miniature substation size. Confirmation of this shall be provided with the miniature substation test certificates.

**PS.7.3 TRANSFORMER**

The transformer must be hermetically sealed.  
The rating of each transformer is as shown on the drawings.

**PS.7.4 LOW VOLTAGE COMPARTMENT**

The low voltage compartment of the miniature substations must contain the equipment in accordance with the panel layout as shown in the single line diagrams; allowance shall be made for a minimum of 4 (four) outgoing LV feeders.

This compartment must also contain the circuit for street-light control as shown in the single line diagrams. The streetlight contactor shall be housed on the side of the miniature substation together with the rest of the streetlight control.

Labels must be provided according to the above-mentioned drawings.  
The low voltage cable shall be terminated by using K-clamps.

**PS.7.5 EARTHING**

The miniature substation shall be earthed at the MV and LV side. The two earths shall be interconnected.

The MV earth electrode shall consist of a 60 m x 70 mm<sup>2</sup> hard drawn copper conductor. A continuous copper conductor rated at the next standard size of half the cross sectional area of the LV cable (as shown on the drawings), with a minimum of 35 mm<sup>2</sup>, will be installed on the LV side which run together with all low voltage cables and connected onto the neutral busbars of the kiosks.

**PS.8 LOW VOLTAGE UNDERGROUND CABLES**

**PS.8.1 TYPE**

The cables must be of the PVC SWA PVC 4-core type with conductor type and cable sizes as on the drawings.

**PS.8.2 INSTALLATION**

The cables must be installed underground along the routes as shown on the drawings. The cable must, where applicable, be installed in the same trench as the MV cable and other services.

All street-crossings shall be by means of 110 mm PVC ducts. Only one LV cable per duct will be allowed.

Cables must be buried 750 mm deep with warning tape 250 mm above it. A 100mm bedding and 100mm blanket consisting of clean sand shall be used for the installation of the cables.

The cables shall be terminated at the miniature substations and kiosks using K-clamps.

A continuous earth conductor shall be installed together with all the LV cables and terminated in the miniature substation and kiosks.

**PS.9 CONSUMER DISTRIBUTION UNITS (CDU)**

**PS.9.1 TYPE**

The CDU shall be of the kiosk type as per the data sheets. The switchgear shall face the road with the cable entries on the erf side. The kiosks shall be wired for split kWh meters.

The total number of consumers, phasing and layout of circuit breakers shall be as shown on the single line diagrams.

**PS.9.2 INSTALLATION**

The CDU's shall be installed on the positions as shown on the drawings.

After installation of the CDU and all the cables, it shall be backfilled with a weak sand cement mix.

The CDU must be provided with a UNISTRAT channel section for fastening of all cables by means of K-clamps.

All bolt, nuts, washers, hinges and any other metal objects shall be made of stainless steel. Busbars shall be copper.

The colour of the CDU shall be GREY according to SABS 1091.

**PS.9.3 EARTHING**

The continuous earth of the LV network shall be connected onto the earth bar in the CDU. The neutral shall be connected to the earth bar.

No T-off from the earth conductor is permitted and all earth conductors shall be terminated separately in the CDU.

**PS.10 UNDERGROUND CONSUMER CONNECTIONS**

**PS.10.1 TYPE**

The cables shall be of the 2-core and 4-core PVC SWA PVC type with specific sizes as on the drawings. New cables to be joined onto existing cables shall be similar to the existing.

**PS.10.2 INSTALLATION**

The cables must be installed underground along the routes as shown on the drawings. The cables must, wherever applicable, be installed in the same trench as other services.

All street-crossings shall be by means of 110mm PVC ducts. A maximum of 4 consumer cables will be allowed per duct.

Cables must be buried 750 mm deep, with warning tape 250 mm above it.

The service cable shall be installed together with a 10 mm<sup>2</sup> earth conductor.

**PS.11 STREET-LIGHTING**

**PS.11.1 TYPE**

Poles and luminaires shall be of the specific type as per the drawings and data sheets.

**PS.11.2 INSTALLATION**

Poles shall be planted on the positions as shown on the drawings and as verified on site.

The electrical supply shall be taken from the supply points as shown on the drawings. kWh meters must be installed where indicated.

A 5 A, 6 kA circuit breaker shall be installed at the inspection opening of the poles as applicable.

**PS.11.3 STREET-LIGHT CABLE**

The street-light cable shall be of the 4 mm<sup>2</sup> x 3 core PVC SWA PVC type with copper conductors. The routes are as on the drawings.

All street crossings shall be by means of 110 mm Ø sleeves.

The cable terminations inside the poles shall be done by using Dinky connectors.

**PS.11.4 EARTHING**

The third conductor of the 3 core cable shall be used as earth conductor and shall be terminated in each pole. All luminaires and steelwork shall be earthed.

**PS.12 GENERAL**

**PS.12.1 EXCAVATIONS**

All excavations must comply with SANS 1200 LC.

The general soil conditions will vary from area to area. The Contractor shall familiarise himself with the various ground conditions found in each area. For the purposes of this contract and due to the different soil conditions, excavations shall be classified into "Normal Excavation", "Difficult Excavation" and "Hard Rock Excavation". The Engineer shall approve the classification of any excavation and the rate used before work is done. The Contractor shall identify and mark all areas that are to be excavated by chalk to indicate the cable route and to ensure straight lines for excavations.

**a) Normal Excavations**

Digging, loosening or removal of the soil material making use of normal hand tools e.g. pick, shovels etc.

**b) Difficult Excavations**

Digging, loosening or removal of hard material that can only be practically done with the use of mechanical plant. Hard dry clay, soil containing layers of rock, paved surfaces, road crossings etc can be categorised as difficult excavation materials. The Contractor shall obtain authority before any difficult excavation is done.

**c) Hard Rock Excavations**

Hard rock excavation shall be excavation in material that cannot be efficiently removed without blasting or without wedging and splitting before removal. The Contractor shall obtain authority before any hard rock excavation is done.

The excavations for this project will be done by the electrical contractor. The electrical contractor will be responsible for checking the depth of the trenches and the compliance thereof with requirements.

The electrical contractor shall do the excavations according to the drawings. He shall also provide appropriate bedding and blanket (100mm thickness each). The electrical contractor will be responsible for laying the cable.

The electrical contractor shall do the backfilling and install the danger tape. Trenches for road crossings shall be backfilled with clean compactable sand and excavated material removed from site.

All re-instatements of the disturbed areas shall be done by the electrical contractor to the satisfaction of the Engineer. For asphalted road surfaces a 30mm thick continuously graded medium asphalt layer using 60/70 penetration grade asphalt on MC-30 cutback bitumen prime coat shall be put down, whilst for pavements/sidewalks it shall be 20mm thick fine graded asphalt using 60/70 penetration grade asphalt on MC-30 cutback bitumen prime coat. Proper sub-base material to the Engineer's approval shall be used.

**PS.12.2 DUCTS**

Sleeves for electrical services shall be class 34 uPVC or class 400 Corflo and be installed by the electrical contractor. The installations shall be according to the drawings.

A draw wire shall be installed in each duct. The ducts shall extent 1,0 metre from the kerb line and the kerb shall be marked with a groove that shall indicate the number of ducts.

The ducts shall be buried 1,0 metre deep and the ends shall be sealed off.

Trenches for sleeves shall be backfilled with clean sand and compacted. Re-instatement shall be done as per the requirements of the specific area.

**PS.13 VARIATIONS AND ADDITIONAL ITEMS**

No additional items or variations to the Contract shall in any way be accepted if not approved in writing by the Engineer and a Municipal representative.

The requirement of any additional items shall be submitted to the Engineer in writing. The request shall include the full description and the cost of the additional items required. Where items will be omitted by a change the Contractor shall ensure that the price submitted includes the omitted item and the added items to illustrate the variable cost of the variation. A template shall be provided by the Engineer for all variations

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                                                           |
|-----------------------------------------------------------|
| <b>SECTION 3: APPLICABLE STANDARDS AND SPECIFICATIONS</b> |
|-----------------------------------------------------------|

The following minimum specifications will form an integral part of the contract as applicable, but are not provided with this document:

SANS 507 / NRS 034 -GUIDELINES FOR THE PROVISION OF ELECTRICITY DISTRIBUTION NETWORKS IN RESIDENTIAL AREAS

SANS 1200 AA - GENERAL (SMALL WORKS)

SANS 1200 C - SITE CLEARANCE

SANS 1200 LC - CABLE DUCTS

SANS 1029 - MINIATURE SUBSTATIONS FOR RATED AC VOLTAGES UP TO 24KV

SANS 10198 - THE SELECTION, HANDLING AND INSTALLATION OF ELECTRIC POWER CABLES OF RATING NOT EXCEEDING 33KV

SANS 097 - ELECTRIC CABLES – IMPREGNATED PAPER-INSULATED METAL-SHEATHED CABLES FOR RATED VOLTAGES 3,3/3,3 KV TO 19/33 KV

SANS 1418 - AERIAL BUNDLED CONDUCTOR SYSTEMS

SANS 10280 - OVERHEAD POWER LINES FOR CONDITIONS PREVAILING IN SOUTH AFRICA

SANS 182 - CONDUCTORS FOR OVERHEAD ELECTRICAL TRANSMISSION LINES

SANS 1339 - ELECTRIC CABLES – CROSS LINKED POLYETHYLENE (XLPE) INSULATED CABLES FOR RATED VOLTAGES 3,8/6,6 KV TO 19/33 KV

SANS 10142-1 - THE WIRING OF PREMISES PART 1

SANS 60056 - HIGH VOLTAGE ALTERNATING CURRENT CIRCUIT BREAKERS

SANS 60265-1 - HIGH VOLTAGE SWITCHES PART 1 : SWITCHES RATED FOR VOLTAGES 1KV AND LESS THAN 52KV

SANS 1524-1 - ELECTRICITY PAYMENT SYSTEMS PART 1 : PREPAYMENT METERS

SANS 1619 - SMALL POWER DISTRIBUTION UNITS (READY BOARDS) FOR SINGLE PHASE 230V SERVICE CONNECTIONS

SANS 60044 - INSTRUMENTATION TRANSFORMERS

SANS 1652 - BATTERY CHARGERS – INDUSTRIAL TYPE

SANS 10199 - THE DESIGN AND INSTALLATION OF AN EARTH ELECTRODE

|            |                                                                                                                                                                                                            |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SANS 10292 | - EARTHING OF LOW-VOLTAGE (LV) DISTRIBUTION SYSTEMS                                                                                                                                                        |
| SANS 10098 | - PUBLIC LIGHTING                                                                                                                                                                                          |
| SANS 1277  | - STREET LIGHTING LUMINAIRES                                                                                                                                                                               |
| SANS 753   | - PINE POLES, CROSS ARMS AND SPACERS FOR POWER DISTRIBUTION, TELEPHONE SYSTEMS AND STREETLIGHTING                                                                                                          |
| SANS 60305 | - INSULATORS FOR OVERHEAD LINES WITH NOMINAL VOLTAGE ABOVE 1000V – CERAMIC OR GLASS INSULATOR UNIT FOR AC SYSTEMS – CHARACTERISTICS OF INSULATOR UNITS OF THE CAP AND PIN TYPE                             |
| SANS 60383 | - INSULATORS FOR OVERHEAD LINES WITH NOMINAL VOLTAGE ABOVE 1000V                                                                                                                                           |
| SANS 60720 | - CHARACTERISTICS OF LINE POST INSULATORS                                                                                                                                                                  |
| SANS 60815 | - GUIDE TO THE SELECTION OF INSULATORS IN RESPECT OF POLLUTED CONDITIONS                                                                                                                                   |
| SANS 61109 | - COMPOSITE INSULATORS FOR AC OVERHEAD LINES WITH A NOMINAL VOLTAGE GREATER THAN 1000V                                                                                                                     |
| NRS 032    | - SERVICE DISTRIBUTION BOXES – POLE MOUNTED TYPES FOR OVERHEAD SINGLE PHASE AC SERVICE CONNECTIONS AT 230V                                                                                                 |
| NRS 038    | - CONCRETE POLES                                                                                                                                                                                           |
| NRS 056    | - SERVICE DISTRIBUTION BOXES – METER KIOSKS AND DISTRIBUTION KIOSKS                                                                                                                                        |
| NRS 066    | - MEDIUM VOLTAGE INSULATORS                                                                                                                                                                                |
| NRS 018    | - FITTINGS AND CONNECTORS FOR LOW VOLTAGE OVERHEAD POWER LINES USING AERIAL BUNDLED CONDUCTORS                                                                                                             |
| NRS 033    | - ELECTRICITY DISTRIBUTION – GUIDELINES FOR THE APPLICATION DESIGN, PLANNING AND CONSTRUCTION OF MEDIUM VOLTAGE OVERHEAD LINES UP TO AND INCLUDING 33 KV, USING WOODEN POLE STRUCTURES AND BARE CONDUCTORS |
| NRS 057    | - CODE OF PRACTISE FOR ELECTRICITY METERING                                                                                                                                                                |

The latest edition at the time of tender of the above specifications shall apply.

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)****ELEC 05/2021/22****PROJECT REF NO. MD5637****SECTION 4 : TENDER DRAWINGS****1. GENERAL**

The following drawings shall form part of the specification. Any discrepancy between specifications and drawing shall be referred to the Engineer for resolution at tender stage.

**2. LIST OF PROJECT DRAWINGS**

| <b>Drawing No</b> | <b>Description</b>           |
|-------------------|------------------------------|
| MD5637-E-101-1    | MV LAYOUT                    |
| MD5637-E-101-2    | LV LAYOUT                    |
| MD5637-E-101-3    | LIGHTING LAYOUT              |
| MD5637-E-102      | TYPICAL CABLE TRENCHES       |
| MD5637-E-103      | MV SINGLE LINE DIAGRAM       |
| MD5637-E-104      | LV SINGLE LINE DIAGRAM WEDER |
| MD5637-E-105      | LV SINGLE LINE DIAGRAM QUEEN |

**THEEWATERSKLOOF MUNICIPALITY**

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

|                          |
|--------------------------|
| <p><b>APPENDIX A</b></p> |
|--------------------------|

|                                                  |
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| <p><b>CIDB STANDARD CONDITIONS OF TENDER</b></p> |
|--------------------------------------------------|

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)****ELEC 05/2021/22****PROJECT REF NO. MD5637****CIDB STANDARD CONDITIONS OF TENDER**

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

**C.1 General****C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**By signing this page the Tenderer acknowledges the contents thereof**

**Signature of Bidder**

**C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

**C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or

- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the

highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

#### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds,

**By signing this page the Tenderer acknowledges the contents thereof**

**Signature of Bidder**

guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

#### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one

which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9      Arithmetical errors, omissions and discrepancies**

C.3.9.1      Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2      Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3      Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4      Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10      Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11      Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requirement                                                                                                                | Qualitative interpretation of goal                                                                                                                                                                                                     |
| Fair                                                                                                                       | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.                                                                  |
| Equitable                                                                                                                  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.                                                                                                                                   |
| Transparent                                                                                                                | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.         |
| Competitive                                                                                                                | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.                                                                                                                            |
| Cost effective                                                                                                             | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the

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professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### **Annex G** (normative)

#### **Alpha-numeric associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

| Contractor Grading Designation | Tender Value Range designation | Maximum value of contract that a contractor is considered capable of performing (R) |
|--------------------------------|--------------------------------|-------------------------------------------------------------------------------------|
| 1(class of construction works) | 1                              | 500 000                                                                             |
| 2(class of construction works) | 2                              | 1 000 000                                                                           |
| 3(class of construction works) | 3                              | 3 000 000                                                                           |
| 4(class of construction works) | 4                              | 6 000 000                                                                           |
| 5(class of construction works) | 5                              | 10 000 000                                                                          |
| 6(class of construction works) | 6                              | 20 000 000                                                                          |
| 7(class of construction works) | 7                              | 60 000 000                                                                          |
| 8(class of construction works) | 8                              | 200 000 000                                                                         |
| 9(class of construction works) | 9                              | No limit                                                                            |

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

## **APPENDIX B**

### **HEALTH AND SAFETY SPECIFICATION**

THEEWATERSKLOOF MUNICIPALITY

REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

ELEC 05/2021/22

PROJECT REF NO. MD5637

|                                                                   |
|-------------------------------------------------------------------|
| <p><b>APPENDIX C</b><br/><b>FUNCTIONALITY EVALUATION FORM</b></p> |
|-------------------------------------------------------------------|

## THEEWATERSKLOOF MUNICIPALITY

**REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)**

**ELEC 05/2021/22**

**PROJECT REF NO. MD5637**

**APPENDIX C : FUNCTIONALITY EVALUATION FORM**

**TENDER NO.:** ELEC 05/2021/22

**TENDER TITLE:** REPLACE AND UPGRADE MEDIUM VOLTAGE (MV) AND LOW VOLTAGE (LV)  
ELECTRICAL NETWORK IN CALEDON ST, GREYTON (PHASE 3)

Name of Tenderer: .....

Name of Evaluator: .....

**1. ELIGIBILITY CRITERIA**

**1.1. Completion of applicable schedules**

| Returnable Schedule | Page      | YES | NO | Comments |
|---------------------|-----------|-----|----|----------|
| Schedule 1D         | T2.9 – 10 |     |    |          |
| Schedule 1E         | T2.11     |     |    |          |
| Schedule 1F         | T2.12     |     |    |          |
|                     |           |     |    |          |

**1.2. Declaration of tender eligibility in terms of functionality**

I hereby declare that the tender offer of .....

is **ELIGIBLE / NOT ELIGIBLE** for evaluation.

Reasons for tender offer not being eligible (if applicable):

.....  
.....

Signed by evaluator: ..... Date: .....

## 2. FUNCTIONALITY EVALUATION CRITERIA

### 2.1. Experience of key-personnel (maximum 20 points)

Points for demonstrated experience of the tenderer's key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the tenderer in Schedule 1D of Part T2.2: Returnable Schedules (also refer to F.2.1.1.1 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the tables below:

| CONTRACT'S MANAGER                                                                     |        |                                   |
|----------------------------------------------------------------------------------------|--------|-----------------------------------|
| Experience as Contract's Manager on successfully completed general electrical projects | Points | Score (A <sub>1</sub> )           |
| More than R2.5 million (incl. VAT)                                                     | 9      |                                   |
| OR<br>R1 million to R2.5 million (incl. VAT)                                           | 6      |                                   |
| OR<br>less than R1 million (incl. VAT)                                                 | 4      |                                   |
| OR<br>None                                                                             | 0      |                                   |
| Tertiary Qualification                                                                 | Points | Score (A <sub>2</sub> )           |
| Degree or National Diploma in Electrical Engineering                                   | 1      |                                   |
| None                                                                                   | 0      |                                   |
| Score                                                                                  |        | A <sub>1</sub> + A <sub>2</sub> = |

| SITE AGENT                                                                   |        |                                                                     |
|------------------------------------------------------------------------------|--------|---------------------------------------------------------------------|
| Experience as Site Agent on successfully completed <u>upgrading</u> projects | Points | Score (A <sub>3</sub> )                                             |
| More than R2.5 million (incl. VAT)                                           | 9      |                                                                     |
| OR<br>R1 million to R2.5 million (incl. VAT)                                 | 6      |                                                                     |
| OR<br>less than R1 million (incl. VAT)                                       | 4      |                                                                     |
| OR<br>None                                                                   | 0      |                                                                     |
| Tertiary Qualification                                                       | Points | Score (A <sub>4</sub> )                                             |
| Degree or National Diploma in Electrical Engineering                         | 1      |                                                                     |
| None                                                                         | 0      |                                                                     |
| Score                                                                        |        | A <sub>3</sub> + A <sub>4</sub> =                                   |
| Total (A)                                                                    |        | A <sub>1</sub> + A <sub>2</sub> + A <sub>3</sub> + A <sub>4</sub> = |

Note: One person only to qualify for each position listed above

## 2.2. Previous experience on contracts of similar value and nature (maximum 20 points)

Points for the tenderer's past experience in terms of similar successfully completed electrification projects will be scored based on the information supplied by the tenderer in Schedule 1E of Part T2.2: Returnable Schedules (also refer to F.2.1.1.2 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

| <b>Successfully completed MV &amp; LV upgrading projects</b> | <b>Points</b>                                                                           | <b>Score (B)</b> |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------|
| More than R2.5 million (incl. VAT)                           | 2 projects or more = <b>20</b><br>1 project only = <b>14</b>                            |                  |
| <b>OR</b><br>R1 million to R2.5 million (incl. VAT)          | 2 projects or more = <b>10</b><br>1 project only = <b>6</b>                             |                  |
| <b>OR</b><br>less than R1 million (incl. VAT)                | 2 projects or more = <b>4</b><br>1 project only = <b>2</b><br>0 project only = <b>0</b> |                  |
| <b>Score (B)</b>                                             |                                                                                         | <b>B =</b>       |

## 2.3. Availability of resources (maximum 5 points)

Points for tenderer's demonstrated understanding of the scope of work of this specific contract and his associated resources to be allocated to this project, the use and description of resources demonstrated will be scored based on the information provided by the tenderer in Schedule 1F of Part T2.2: Returnable Schedules (also refer to F.2.1.1.3 of Part T1.2 Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

| <b>Allocation of resources</b>                                                                                                                          | <b>Points</b> | <b>Score (C)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|
| Schedule fully completed with specific reference to the scope of work. Full understanding demonstrated. Resource with the use of applicable instruments | <b>5</b>      |                  |
| Schedule completed with limited reference to the scope of work. Limited understanding demonstrated. Only list of resources attached                     | <b>3</b>      |                  |
| No information provided                                                                                                                                 | <b>0</b>      |                  |
| <b>Score (C)</b>                                                                                                                                        |               | <b>C =</b>       |

**2.4. Financial standing (maximum 15 points)**

Points for tenderer's financial standing will be scored based on the information as received from the financial institution. (Refer to F.2.1.1.4 of Part T1.2 : Tender Data for explanation of functionality criteria).

Points will be allocated according to the table below:

| Allocation of resources                                                        | Points    | Score (D) |  |
|--------------------------------------------------------------------------------|-----------|-----------|--|
| Category A - C : Good for the amount quoted if strictly in the way of business | 15        |           |  |
| Category D - E : Figure considered too high                                    | 0         |           |  |
|                                                                                | Score (D) | D =       |  |

**TOTAL SCORE A + B + C + D =**  
**MINIMUM POINTS REQUIRED**

|    |
|----|
|    |
| 48 |