

**CIBD CATEGORY: 4EP OR HIGHER**



**DR JS MOROKA LOCAL MUNICIPALITY**

**CONTRACT NO: JSM/E03/26-27W30**

**TENDER DOCUMENT**

**ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B**

PREPARED BY:	PREPARED FOR:
<p><b>Sizeya Consulting Engineers</b></p>  <p>No.6 Hans Van Rensburg Polokwane 0699</p> <p><b>Contact person: Rofhiwa Ravele</b></p> <p>Tel: (015) 291 1020</p> <p><a href="mailto:Info@sizeya.co.za">Email: Info@sizeya.co.za</a></p>	 <p>The Municipal Manager Dr J.S. Moroka Local Municipality</p> <p>P/Bag X 4012 <b>SIYABUSWA</b> 0472</p> <p>Tel: (013) 973 9126/7/8/9 Fax: (013) 973 9132/3</p>

**NAME OF BIDDER (BIDDING ENTITY)**

**(FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)**

: .....

**TEL NUMBER**

: .....

**FAX NUMBER**

: .....

**CIBD NO.**

: .....

**FAX NUMBER**

: .....

**THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:**

**R..... (In figures)**



**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2022) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If a tax clearance pin or copy thereof (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required including the sub-contractors schedule of quantities i.e only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.
6. Non-attendance of mandatory/compulsory:
  - o Site inspections or;
  - o Information/Clarification meetings
7. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of “Authority for Signatory”
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors on the company letter head, must be submitted.
9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of HDI Equity and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than (1) one month
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. Failure to provide:
  - (a) Written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable).

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.
18. Bid offers will be rejected if the bidder has abused the DR. JSMLM's Supply Chain Management System.
19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
20. Form of offer not completed and signed by the authorised signatory.
21. Not signing all pages on the space provided
22. Attach CV of Contracts Manager, Construction Manager (Site Agent), Construction Supervisor(Foremen) and Safety Officer
23. Attach Certified copies of Qualifications of the following Key personnel:
  1. **Contracts Manager** (Minimum Diploma in Electrical Engineering or Equivalent) Professional Registration (ECSA) PrEng/ Technologist) or Project Manager (SACPCMP))
  2. **Construction Manager (Site Agent)** (Minimum in Diploma in Electrical Engineering)
  3. **Site Foreman** (Minimum N3 in Electrical Engineering and Trade test in Electrical Engineering)
  4. **And safety officer** (Minimum in Certificate in Occupational Health and Safety or equivalent and Professional registration with SACPCMP)
24. Proof of Foreign Qualification approved from SAQA (if applicable)
25. Proof of Employment, letter confirming employment on the company letter head (Contracts Manager, Construction Manager (Site Agent), Construction Supervisor (Foremen) and Safety Officer)
26. Proof of relevant working experience in electrical works for the bidder (**copies of appointment letter, Reference letter and completion certificate**)
27. Recent **THREE YEARS** audited financial statement stating that the business is a going concern in line with Municipal Supply Chain Management Regulations are to be submitted.
28. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
29. The municipality also reserves the right not to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment.
30. Bidder must submit proof of ownership (RC1 Certificate)/lease with valid lease agreement of plant to be used as mentioned in functionality.

**NOTE:**

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, DR. JS MOROKA LOCAL MUNICIPALITY (DR. JSMLM).
2. BID, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

<b>BIDDER:</b>		<b>DR. JSMLM:</b>
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b>	<b>Initial:</b> DR. JSMLM
.....	<b>2</b>	.....
<b>Witness:</b> .....		



**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE

***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER .....

FAX NUMBER : .....

E-mail ADDRESS .....

CONTRACT PRICE: R .....  
(Amount brought forward from the Form of Offer and Acceptance) \*

.....

Signed by authorised representative of the Bidding Entity ..... DATE

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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**BIDDER:** ..... **DR. JSMLM:** .....  
**Initial:** Authorized signatory/ies: **1.** ..... **Initial:** DR. JSMLM  
..... **2.** .....  
**Witness:** .....



## DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE ***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

*NB This list of contents indicates the standard sequence for the various parts of the Bid.*

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**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE

***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

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**BIDDER:**

**Initial:** Authorized signatory/ies:

.....

**DR. JSMLM:**

**1.** .....

**2** .....

**Initial:** DR. JSMLM

**Witness:** .....



**T . 1**

**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE ***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

<b>PART T1</b>	<b>BIDDING PROCEDURES</b>	<b>PAGE(S)</b>
T1.1	BID NOTICE AND INVITATION TO BID.....	8
T1.2	BID DATA.....	9

**BIDDER:**

**Initial:** Authorized signatory/ies:

.....

**DR. JSMLM:**

**1.** .....

**2** .....

**Initial:** DR. JSMLM

**Witness:** .....



**T1.1 BID NOTICE AND INVITATION TO BID**



**DR JS MOROKA LOCAL MUNICIPALITY**

**INVITATION TO CONTRACTORS**

Tenders are hereby invited from Contractors with necessary experience and compliance documents, have an active **CIDB grading of a minimum 4EP OR HIGHER** and are in good standing with the South African Revenue Services for the **ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B.**

Tender documents will only be available from the **02 July 2026** and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R3 516.32 per document** or also obtainable online free of charge and may be downloaded from [www.etenders.treasury.gov.za](http://www.etenders.treasury.gov.za) E-Tenders. Only cash or bank guaranteed cheques will be accepted, and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

**A Compulsory Site meeting and Inspection will be held on the 08 July 2026 at DR JS Moroka Ga-Phaahla Community Hall (GPS Co-ordinates: 25°07'33.53"S; 29°03'27.63"E) at Siyabuswa commencing at 11h00am-11:30am** (According to Municipality's time) after which Tenderers will be taken to site where project's construction will be taking place. Only tenders from Tenderers who attend the above tender meeting and have signed attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **"Contract No: JSM/E03/26-27W30 for ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B."**

Duly completed tenders shall be placed in the tender box situated at the main entrance of Dr JS Moroka Local Municipality (Head Quarters Building) at 2601/3 Bongimfundo Street, Siyabuswa. No Fax or Late tenders will be accepted. Tenders will be evaluated on an 80/20 point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework Act 5 of 2000.

**Technical Enquiries: Mr. M Z Skosana on (013) 973 1101; SCM Enquiries: Mr. A Masilela on (013) 9731101 from 07H45 to 16H15 Monday to Friday.**

**In all cases Tenders shall reach the stipulated address not later than 11h00am on the 04 of August 2026 then tenders shall be opened and read in public.**

**Ms. MM Mathebela – Municipal  
Manager  
Dr JS Moroka Local  
Municipality**

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<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	
<b>Witness:</b> .....		



## T1.2 BID DATA

The **Standard Conditions of Bid** for Procurements makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: <b>THE BID</b> <b>Part T1 Bidding procedures</b> Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data <b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules <b>THE CONTRACT</b> <b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 <b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantity <b>Part C3 Scope of Works</b> C3 Scope of Works <b>Part C4 Site Information</b> C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	<b>(Compiler: Sizeya Consulting Engineers)</b> The Employer's agent is: Name: Mr. RR Ravele Address: No 6 Hans Van Rensburg,  Polokwane, 0699  Tel : 015 291 1020  Email: <a href="mailto:info@sizeya.co.za">info@sizeya.co.za</a>

**BIDDER:**

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.....

**2.** .....

**Witness:** .....



Clause number	Data
F.2.1 ELIGIBILITY	<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 4EP OR HIGHER class of construction work, are eligible to have their tenders evaluated up to a maximum of R6 million.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the 5EP/HIGHER or Higher class of construction work; and</li> <li>3. 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 4EP or Higher 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> <p>Accept that only those tenderers with a bank rating of not less than a "C" can be considered for evaluation.</p>
F.2.7 CLARIFICATION MEETING	<p>The arrangements for a compulsory/non-compulsory clarification meeting are:            Location: <b>Dr JS Moroka ERF No. 142 Ga-Phaahla Community Hall(GPS Co-ordinates: 25°07'33.53"S; 29°03'27.63"E)</b>            Date: <b>08 July 2026 at 11h00am-11:30am</b></p>
F.2.13.2 SUBMITTING A TENDER OFFER	<p>Each tenderer is required to return the complete set of documents as listed in the Tender data with all the required information supplied and completed in all respects.</p>
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <b><i>whole original</i></b> bid document, <b><i>as issued by the DR. JSMLM</i></b>, shall be submitted. <b><i>No copies will be accepted.</i></b></p> <p>Bids may only be submitted on the Bid documentation issued by the Dr. JSMLM.</p>

**BIDDER:**

**DR. JSMLM:**

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**2** .....

**Witness:** .....



<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Main Gate Physical address: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa 0472</p> <p>Identification details: Contract Number: "<b>Contract No: JSM/E03/26-27W30 ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B</b></p>
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**BIDDER:**

**DR. JSMLM:**

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**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



Clause number	Data
F.2.15 CLOSING TIME	The closing time for submission of bid offers is: <b>11h00 am on the 04 August 2026 at Head office DRJSMLM Tender Box</b> Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is <b>90 days</b>
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the inspection of the tenderer's offices if required.
F.2.23 CERTIFICATES	The bidder is required to <b>submit with his bid.</b> (1) a copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and (2) an original Tax Clearance Certificate/Tax Pin Certificate(valid), issued by the South African Revenue Services (3) a copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Dr. JS Moroka Local Municipality 2601/3 Bongimfundo Street Private Bag X4012 Siyabuswa, 0472
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will <b>not</b> be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner:  a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.  b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u>  c) Where there is an error in the total of the prices either as a result of

**BIDDER:**

**DR. JSMLM:**

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**Initial:** Authorized signatory/ies:

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**2** .....

**Witness:** .....



Clause number	Data
3.9.2	<p>corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
F.3.11 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10</p>
F.3.13.1 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p>
F.3.18 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the region or regions for which they intend to bid for.</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be taken apart.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the DR. JSMLM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></p>

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

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**Annex F**  
(Normative)  
**Standard Conditions of Tender**

Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.  
2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAIEE's Practice Manual #1, *The use of South African National Standards in Construction Procurement* , provide guidance on referencing these Standard Conditions of Tender in procurement documents.

**F.1 General**

**F.1.1 Actions**

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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) 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; and
- c) 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  
quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

**Initial:** Authorized signatory/ies: **1.** ..... **Initial:** DR. JSMLM

..... **2.** .....

**Witness:** .....

**F.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 read, copied and recorded. Writing 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.

**F.1.5 The employer’s right to accept or reject any tender offer**

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

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.

**F.2.2 Cost of tendering**

Accept that 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 satisfy requirements.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.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.

**F.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.

**F.2.6 Acknowledge addenda**

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<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	
<b>Witness:</b> .....		

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.

**F.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 are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

**F.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.

**F.2.10 Pricing the tender offer**

F.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 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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

F.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.

**F.2.11 Alterations to documents**

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. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

**Initial:** Authorized signatory/ies: **1.** ..... **Initial:** DR. JSMLM

..... **2.** .....

**Witness:** .....

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.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 in Mack ink.

F.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.

F.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.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL". The 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.

F.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.

F.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.

F.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.

**F.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.

**F.2.15 Closing time**

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<b>Witness:</b> .....		

F.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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.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.

**F.2.16 Tender offer validity**

F.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.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.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 F.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.**

**F.2.18 Provide other material**

F.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.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**F.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.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.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.

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.....	<b>2.</b> .....	
<b>Witness:</b> .....		

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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 seven 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 drew documents.

**F.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.

**F.3.4 Opening of tender submissions**

F.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.

F.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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, openOnly 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.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice 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 quality evaluation more than the minimum number of points

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**Witness:** .....

for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Nondisclosure**

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.

**F.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.

**F.3.8 Test for responsiveness**

F.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.

F.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) 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.

**F.3.9 Arithmetical errors**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) 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

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<b>Witness:</b> .....		

there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall be corrected and the unit rate shall govern.

- 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.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.

**F.3.11 Evaluation of tender offers**

Evaluation Criteria

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**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

**Initial:** Authorized signatory/ies: **1.** ..... **Initial:** DR. JSMLM

..... **2.** .....

**Witness:** .....

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
SPECIFIC GOALS	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**BIDDER:**

**DR. JSMLM:**

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**1.** .....

**Initial:** DR. JSMLM

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**2.** .....

**Witness:** .....

The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.

- a) Empowerment of women
- b) Empowerment of youth
- c) Empowerment of previously disadvantaged communities
- d) Empowerment of business established in the municipal jurisdiction.
- e) Military veterans in line with Act 18 of 2011.

For this Quotation, specific goals shall be awarded as follows: █

- a) Empowerment of business established in the municipal jurisdiction (5 points)
  - b) Empowerment of youth (5 points)
  - c) Empowerment of Women (5 points)
  - d) Military veterans in line with Act 18 of 2011(5 points)
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2022 (Act No. 5 of 2000).

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<b>Witness:</b> .....		

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

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

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

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**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

**Initial:** Authorized signatory/ies: **1.** ..... **Initial:** DR. JSMLM

..... **2.** .....

**Witness:** .....

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
a) Empowerment of business established in the municipal jurisdiction (5 points)	N/A	5	N/A	
b) Empowerment of youth (5 points)	N/A	5	N/A	
c) Empowerment of women (5points)	N/A	5	N/A	
e) Military veteran in line with Act no 18 of 2011	N/A	5	N/A	

**BIDDER:**

**DR. JSMLM:**

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**1.** .....

**Initial:** DR. JSMLM

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**2.** .....

**Witness:** .....

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

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.....	<b>2</b>	.....
<b>Witness:</b>	.....	

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

Points will be awarded to the tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20)</b>
1	10
2	9
3	8
4	7
5	6
6	5
7	3
8	2
Non-compliant contributor	0

**In the event of a Joint Venture (JV) Tender:**

A Joint venture will qualify for points for their B-BBEE status level 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 tender.

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**BIDDER:** ..... **DR. JSMLM:** .....

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..... **2.** .....

**Witness:** .....

**PLEASE REMEMBER:**

- **TO ATTACH A VALID TAX CLEARANCE PIN**
- **IN CASE OF A JOINT VENTURE, THE VALID TAX CLEARANCE PIN OF EACH PARTNER, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT**
  
- **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.
  
- **Acceptance of tender offer**
  - Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.
  
  - Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements,  
 it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.
  
- **Notice to unsuccessful tenderers**  
 After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

**F.3.15. Prepare contract documents**

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,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.3.17 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

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.....	<b>2</b>	
<b>Witness:</b> .....		

selected adjudicator at the same time as the main contract is signed.

**BIDDER:**

**Initial:** Authorized signatory/ies:

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**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM

**Witness:** .....

**F.3.18 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.

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**BIDDER:**

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**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE ***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

<b>PART T2</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>PAGE(S)</b>
<i>The bidder must complete the following returnable documents.</i>		
T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.....	31
T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	40
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....	49

**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

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**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

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**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

<b>CONTENTS</b>	<b>PAGE(S)</b>
<b>PART T2 LIST OF RETURNABLE DOCUMENTS</b>	
<i>The bidder must complete the following returnable documents.</i>	
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**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.1.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT**

The Bidder shall state below what Equipments will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

A



**FORM 2.1.2                      SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year?                      R \_\_\_\_\_

What is the estimated turnover for your current financial year?                      R \_\_\_\_\_

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



**FORM 2.1.3 STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

A



### FORM 2.1.4 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	NQF As required Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project Manager						
Construction Manager (Site Agent)						
<u>PROJECT MONITORING</u> Construction Supervisors (Foremen)						
Health and Safety Officer						

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.**

<b>EMPLOYER</b> (Name, tel no and fax no)	<b>CONSULTING ENGINEER</b> (Name, tel no and fax no)	<b>NATURE OF WORK CARRIED OUT PREVIOUSLY</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



## FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the bid is awarded to you

### AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): \_\_\_\_\_
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): \_\_\_\_\_
- Cash: \_\_\_\_\_

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → →				

#### Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

\_\_\_\_\_

\_\_\_\_\_

#### **BIDDER:**

**Initial:** Authorized signatory/ies:

.....

#### **DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM

**Witness:** .....



## FORM 2.1.7 AUTHORITY FOR SIGNATORY

All signatories, **including sole proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

### An example for “COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS is shown below:

"By resolution of the board of directors passed on 12 February 2010, Mr M W Thomson has been duly authorised to sign all documents in connection with the Bid for Contract number 000/2010 and any Contract, which may arise there from on behalf of the Bidding Entity, namely, NMP (PTY) LTD"

SIGNED ON BEHALF OF THE BIDDING ENTITY: B.J. JONES

IN HIS CAPACITY AS: DIRECTOR / PARTNER / MEMBER

DATE: 12 February 2010

AUTHORISED PERSON'S SIGNATURE: M W Thomson

AS WITNESS: 1. M.A Ntuli

### An example for “JOINT VENTURES” is shown below:

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize Mr. B. BROOK, authorised signatory of the company "ABCD (PTY) LTD", acting in the capacity of lead partner, to sign all documents in connection with the bid for Contract number 000/2010 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
(Lead partner, i.e. " <u>ABCD (PTY) LTD</u> ")	P.O. Box 111 Springs 1560	Signature : ..... Name : ..... Designation : .....
Name of 2 <sup>nd</sup> Company	Address of 2 <sup>nd</sup> Company	Signature : ..... Name : ..... Designation : .....
Name of 3 <sup>rd</sup> Company	Address of 3 <sup>rd</sup> Company	Signature : ..... Name : ..... Designation : .....

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



--	--	--

**An example for “SOLE PROPRIETOR” is shown below:**

“I hereby certify that I’m the sole proprietor of the Bidding Entity, namely, “MACADOO” and therefore duly authorised to sign the bidding documents”

SIGNATURE OF SOLE PROPRIETOR: M W Thomson

IN HIS CAPACITY AS: SOLE PROPRIETOR

DATE: 12 February 2010

AUTHORISED PERSON’S SIGNATURE: M W Thomson

AS WITNESS: 1. M A Ntuli

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A





**FORM 2.1.9 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	( )
Fax number	( )
Account number	
Type of account, (i.e. cheque account)	

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A



**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	( )
Fax number	( )
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.1.10      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

A



**FORM 2.1.11                    AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A



**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

**Compliance with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, or a declaration (refer to “Form 2.3.5 – Specific goals”) by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

**Definitions in terms of the last mentioned Act.**

“designated employer” means-

- a) an employer who employs 50 or more employees;
- b) an employer who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

**“Schedule 4”**

**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

A



## DR. JS MOROKA LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE ***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

### T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.2.1 COMPULSORY SITE INSPECTIONS / INFORMATION / CLARIFICATION MEETINGS**

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

**1. Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings**

Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.

**2. Attendance Register**

An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register shall immediately after the inspection/briefing be sent to the Bid Office.

**3. Confirmation Notes of Inspection/Briefing Sessions**

Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.

**4. Bid Documents**

The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A



**FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING**

This is to certify that I, **(NAME IN PRINT)**.....,

representative of (Bidder) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

visited and inspected the Site / Attended Clarification Meeting on (date) .....

in the company of (Engineer/Engineer's Representative) .....

SIGNATURE OF BIDDER'S REPRESENTATIVE: .....

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.2.2 TAX CLEARANCE CERTIFICATE**

A VALID TAX CLEARANCE PIN, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....

A



**FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

The bidder is to affix to this page either:

- Written proof of registration with the CIDB as a Category **4EP OR HIGHER**.

Or

- Written proof of application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A



**FORM 2.2.4 DECLARATION:**

I/We, the undersigned:

- (a) bid to supply and deliver to the DR. JS Moroka Local Municipality [hereafter "DR. JSMLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the DR. JSMLM by way of a duly authorized Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialized by the relevant authorized person and that the document constitutes a proper contract between the DR. JSMLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the DR. JSMLM that the claims are correct. If the claims are found to be inflated, the DR. JSMLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the DR. JSMLM as a result of the award of the contract and/or cancel the contract and claim any damages which the DR. JSMLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

Signed at ..... this day ..... of .....

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

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

As witness: 1. \_\_\_\_\_

<b>BIDDER:</b>	<b>DR. JSMLM:</b>
<b>Initial:</b> Authorized signatory/ies:	<b>Initial:</b> DR. JSMLM
.....	1. ....
.....	2. ....
<b>Witness:</b> .....	



**FORM 2.2.5 DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state\*.
- 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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\*..... **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

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

If so, furnish particulars.

.....  
.....

3.8 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**

3.8.1 If so, furnish particulars.

.....

\* 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 with in 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.

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....

A



3.9 Are you, aware of any relationship (family, friend, other) between a 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

3.9.1 If so, furnish particulars

.....  
.....

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

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

**SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidding Entity

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION(VATINCLUDED)**

***For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:***

1. Are you by law required to prepare annual financial statement for auditing? ..... **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since since the date of establishment if established during the past three years.  
.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services toward a municipality or any other service provider in respect of which payment is overdue for more than 30 days? ..... **YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.  
.....  
.....  
.....

3. Has any contract been awarded to you by an organ of state during the past five years, Including particulars of any material non-compliance or dispute concerning the execution of such contract? ..... **YES / NO**

3.1 If yes, furnish particulars.  
.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ..... **YES / NO**

4.1 If yes, furnish particulars  
.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature..... Date.....  
.....

Position \_\_\_\_\_ Name of Bidder \_\_\_\_\_

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

**2** .....

**Witness:** .....

A



**DR. JS MOROKA LOCAL MUNICIPALITY**

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: JSM/E03/26-27W30

FOR THE *ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B*

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

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FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT .....	51

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.3.1**

**RECORD OF ADDENDA TO BID DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**FORM 2.3.2 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

- 2.3.2.1 PREAMBLE
- 2.3.2.2 DEFINITIONS
- 2.3.2.3 LEGISLATIVE BASE
- 2.3.2.4 SCOPE
- 2.3.2.5 PURPOSE
- 2.3.2.6 OBJECTIVES
- 2.3.2.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS
- 2.3.2.8 ADJUDICATION OF BIDS
- 2.3.2.9 ADJUDUCATION USING A POINT SYSTEM
- 2.3.2.10 IMPLEMENTATION FRAMEWORK
- 2.3.2.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.2.12 DISQUALIFICATIONS

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



**DR. JS MOROKA LOCAL MUNICIPALITY**

**BID DOCUMENT**

**2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

**1. EVALUATION OF TENDERS**

**Evaluation Criteria**

Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organising and Staffing	25
Plant	15
Experience of Firm	40
Safety, Health, environmental, Risk and quality management plan	20
<b>Sub-Total</b>	<b>100</b>

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and Specific goals. The functionality points shall be distributed as follows below:**

<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	
<b>Witness:</b> .....		



**Project Manager / Contracts Manager (Maximum points obtainable 9; minimum 6)**

**Name:** .....

Note: It must be noted that total points of **9** are obtainable. Points will be allocated for the highest academic qualifications only. Failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	NQF7-Degree in Electrical Engineering	No	4	
Academic Qualifications	Diploma in Electrical Engineering or Equivalent	Yes	2	
	Professional Registration (ECSA) PrEng/ Technologist) or Project Manager (SACPCMP)	Yes	2	
<b>Sub-total</b>			<b>6</b>	
Experience of in similar projects		<b>Elimination Factor</b>		
Years Involvement in comparable HOUSEHOLD electrifications engineering projects	0	Yes	0	
	1 – 4	Yes	2	
	5 upwards	No	3	
<b>Sub-total</b>			<b>3</b>	
<b>Total</b>			<b>9</b>	

**BIDDER:**

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.....

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**Witness:** .....



**Construction Manager (Site Agent): (Maximum Points obtainable 5, minimum 2)**

Name: .....

valuation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Diploma in Electrical Engineering	Yes	2	
<b>Sub-total</b>			<b>2</b>	
Years Involvement in comparable HOUSEHOLD electrifications engineering projects	0 – 4	Yes	0	
	4 – 9	No	2	
	10 and above	No	3	
<b>Sub-total</b>			<b>3</b>	
<b>Total</b>			<b>5</b>	

**Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.**

**Site Foreman: (Maximum Points obtainable 6; minimum 3)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 10)	N3 in Electrical Engineering	Yes	2	
Academic Qualifications	Trade test in Electrical Engineering	Yes	1	
<b>Sub-total</b>			<b>3</b>	
Years Involvement in comparable HOUSEHOLD electrifications engineering projects	0-3	Yes	0	
	4 – 9	No	2	
	10 upwards	No	3	
<b>Sub-total</b>			<b>3</b>	
<b>Total</b>			<b>6</b>	

**Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated**

**BIDDER:**

**DR. JSMLM:**

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**1.** .....

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.....

**2** .....

**Witness:** .....



**Safety Officer:** *(Maximum Points obtainable 5; minimum 3)*

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Certificate in Occupational Health and Safety or equivalent	Yes	2	
	Professional registration (SACPCMP)	Yes	1	
<b>Sub-total</b>			<b>3</b>	
Years of experience after qualification in Electrification Projects	0-3	Yes	0	
	4-9	No	1	
	10 upwards	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>5</b>	

**Note:** Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

<b>ORGANISING AND STAFFING/PERSONNEL</b>		
<b>PERSONNEL</b>	<b>TOTAL</b>	<b>SCORES</b>
Contract Manager/Project Manager	9	
Construction Manager (Site Agent)	5	
Health and Safety Officer	5	
Site Foreman	6	
<b>TOTAL</b>	<b>25</b>	

A

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**PLANT (Maximum Points obtainable 15)**

It must be noted that a total points of **15** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable (Own)</b>	<b>Points obtainable (leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – Note: proof of ownership of the firm's equipment must be attached and failure to do so will results in forfeiting the	Truck - 10 ton with crane	Yes	3	1.5	
	LDV Bakkie	Yes	3	1	
	Mechanical Earth Auger	Yes	3	1.5	
	Heavy Duty Extension Ladder for Electrical Purposes	Yes	3	2	
	Truck - 5 ton with cherry picker	Yes	3	1	
<b>Sub-total</b>			<b>15</b>	<b>7</b>	
<b>Total</b>			<b>15</b>	<b>7</b>	

**Key Notes for Points Claim (Proof of requirements):**

**Bidder's Owned Plant**

1. Proof of ownership must be in the form of a certified copy of license disc or certificate of ownership as per e-natis requirements in the name of the company or company Director name must be attached.

**Plant Hire Plant:**

2. A letter from a Plant Hire Company addressed to the bidder with reference to this project clearly indicating the list of plant to be hired must be attached. In addition, Proof of ownership from hiring company must be in the form of a certified copy license disc or certificate of ownership as per e-natis requirements in the name of the hiring company must be attached.

**Other (e.g. Mechanical earth Auger):**

3. In cases where proof of ownership cannot be provided in the form of E-Natis registration documents due to the nature of the plant and equipment, a certified copy of supplier invoice in the name of the bidder or the hiring company will be acceptable as proof of ownership

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.....

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**Witness:** .....



**Safety. Health. Risk. Envirommental and quality management plan**

It must be noted that total points of **20** are obtainable in construction firm in relation to the requirement as mentioned on the table below, failure to submit evidential documents is an elimination factor **and** a Zero point will be scored.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points Obtained (own)</b>	<b>Points Claimed</b>
	<b>Health and Safety Plan</b>	Yes	<b>5</b>	
	<b>Baseline Risk Assessment</b>	Yes	<b>5</b>	
	<b>Environment Management Plan</b>	Yes	<b>5</b>	
	<b>Quality Management Plan</b>	Yes	<b>5</b>	
<b>Sub-total</b>			<b>20</b>	
<b>Total</b>			<b>20</b>	

A

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**EXPERIENCE OF FIRM (Maximum Points obtainable 40)**

**Note: Company's previous completed projects in last 10 years**

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E is not provided, then the bidders shall obtain zero point on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters, reference letters and completion certificates) (Practical completion certificate will not be accepted) with contact details must be attached.

**Similar projects are for household overheads electrifications Projects. (including vat)- (scope must complete installation of overheads electrifications including transformers and HOUSEHOLD electrical metering)**

Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects of similar scope completed (Max 4 projects) Undertaken in the last 10 years	Project of similar scope with minimum value R3m – R5M 5points each	Yes 20(Max)	
	Project similar scope with minimum value of R5M – 8M 8points each	Yes 30(Max)	
	Project of similar scope with minimum value of R8m and above- 10points each	Yes 40(Max)	
<b>Sub-Total</b>		<b>40</b>	
<b>TOTAL</b>		<b>40</b>	

TOTAL SCORE \_\_\_\_\_ /100

A

**BIDDER:** \_\_\_\_\_ **DR. JSMLM:** \_\_\_\_\_

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**Witness:** .....



The score points are distributed as follows:

**80 – POINTS (FOR PRICE):**

ITEM No.	DESCRIPTION	ALLOCATED POINTS
1.	Price Competitiveness	80

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{80 * [1 - (T_s - T_m)]}{T_m}$$

Where: **N<sub>p</sub>** = number of tender adjudication points awarded in relation to price  
**T<sub>s</sub>** = Tender Sum

**10 – POINTS (FOR BBBEE):**

B-BBEE Status Level of Contributor	Number of points (80/20)
1	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
Non-compliant contributor	0

A

**BIDDER:**

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**In the event of a Joint Venture (JV) Tender:**

A Joint venture will qualify for points for their B-BBEE status level 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 tender.

**PLEASE REMEMBER:**

- TO ATTACH A VALID TAX PIN
- IN CASE OF A JOINT VENTURE, THE VALID TAX PIN OF **EACH PARTNER**, THIS MUST BE SUBMITTED WITH THE BID DOCUMENT
- TO ATTACH A B-BBEE CERTIFICATE

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**BIDDER:**

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.....

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**Witness:** .....



## DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/E03/26-27W30**

***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

### THE CONTRACT

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

**Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

**Part C3: Scope of Work**

- C3 Scope of Work

**Part C4: Site Information**

- C4 Site Information

**Part C5 : Additional Relevant Documents**

- C5.1 Dr JS Moroka Local Municipality Supply Chain Management Policy.
- C5.2 The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022 including the following:
  - C5.3 JSM health and safety specifications
  - C5.4 Guidelines for the Implementation of Labour-Intensive Infrastructure projects under the Expanded Public Works Programme (EPWP)
  - C5.5 Photo Record and site Locality
  - C5.6 Tender Drawings
  - C5.7 Name Board
  - C5.8. Environmental Checklist/ Penalties

A

<b>BIDDER:</b>		<b>DR. JSMLM:</b>
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b>	<b>Initial:</b> DR. JSMLM
.....	<b>2</b>	.....
<b>Witness:</b> .....		



## DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/E03/26-27W30**  
***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

**C1 AGREEMENTS AND CONTRACT DATA**

C1.1 Form of Offer and Acceptance

C1.2Contract Data

C1.3Form of Guarantee

C1.4Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

A

**BIDDER:**

**DR. JSMLM:**

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.....

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**Witness:** .....



## C1.1 FORM OF OFFER AND ACCEPTANCE

### C1.1 FORM OF OFFER AND ACCEPTANCE

#### FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: ***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

#### FOR THE BIDDER:

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name and signature of Witness \_\_\_\_\_

Date \_\_\_\_\_

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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   |
| Part C4 | Site Information  |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of 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 these 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five 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.

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

### FOR THE CLIENT:

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

*DR. JS MOROKA LOCAL MUNICIPALITY*  
 (Name and address of organisation)

Name and signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

A

<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	
<b>Witness:</b> .....		



## SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become 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 bid 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

<b>1</b>	<b>Subject</b>	
	Details	
<b>2</b>	<b>Subject</b>	
	Details	
<b>3</b>	<b>Subject</b>	
	Details	
<b>4</b>	<b>Subject</b>	
	Details	
<b>5</b>	<b>Subject</b>	
	Details	
<b>6</b>	<b>Subject</b>	
	Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

A

<b>BIDDER:</b>		<b>DR. JSMLM:</b>
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b>	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b>	.....
<b>Witness:</b>	.....	



**FOR THE BIDDER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
 (Name and address of organisation)

Name and signature of Witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

*DR JS MOROKA LOCAL MUNICIPALITY*  
 (Name and address of organisation)

Name and signature of Witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

A

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2** .....

**Witness:** .....



## C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

The following Contract Specific Data, Variations and Additional Clauses referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

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

### PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA				
Clause	Data			
1.1.1.13	The Defects liability Period is <b>12 Months</b> .			
1.1.1.14	The time for achieving Practical Completion is <b>4 Months</b>			
1.1.1.15	The Name of the Employer is Dr. JS Moroka Local Municipality			
1.1.1.26	The Pricing Strategy is Re-measurement Contract.			
1.2.1.2	The address of the Employer is:  Physical Address: 2601/3 Bongimfundo Street Postal Address: Private bag x 4012, Siyabuswa 0472 Tel No : (013) 973 9126/7 Fax No : (013) 973 9312/3			
1.1.1.16	The Name of the Engineer is: Sizeya Consulting Engineers (Pty) Ltd			
1.2.1.2	The address of the Engineer is:  Physical Address: No 6 Hans Van Rensburg, Polokwane, 0699 Postal Address: Private Bg X9676, Postnet Suite 141, Polokwane, 0699 E-mail Address: <a href="mailto:info@sizeya.co.za">info@sizeya.co.za</a>  Tel: 015 291 1020			
*3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:			
	<b>GCC Clause No</b>	<b>Description</b>	<b>Requires EWA*</b>	<b>Delegated to ER*</b>
	3.2.1	Employer's Agent Representative's appointment and termination	Y	

**BIDDER:**

**DR. JSMLM:**

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**Initial:** DR. JSMLM

.....

**2.** .....

**Witness:** .....



3.2.4	Employer's Agent Representative acting on Employer's Agent behalf	Y	
4.5.4	Payment for notices and fees	Y	
4.7.1	Fossils, etc. on Site	Y	
5.7.2	Work at night	Y	
5.7.3	Acceleration of rate of progress	Y	
5.7.3	Payment for acceleration	Y	
5.9.1	Instructions and drawings on Commencement Date		Y
5.11.1	Suspension of the Works		Y
5.11.3	Proceeding with Works after suspension	Y	
5.12.4	Acceleration instead of extension of time	Y	
5.13.2	Reduction of penalty		Y
6.3.1	Variation orders	Y	
<b>GCC Clause No</b>	<b>Description</b>	<b>Requires EWA*</b>	<b>Delegated to ER*</b>
6.3.2.1	Confirmation of a Variation Order	Y	
6.4.1.4	Day-works as a Variation Order	Y	
6.5.2	Materials for day-works	Y	
6.8.4	Costs due to changes in legislation	Y	
6.11.1	Variations exceeding 20%		Y
8.2.2.2	Damage due to excepted risks		Y
10.1.5	Consultation on Contractor's claim	Y	Y
10.1.5	Ruling on Contractor's claim	Y	N
<p>*The following abbreviations apply:</p> <p>ER Employer's Agent Representative  EWA Employer's Agent Written Action  N No  NA Not Applicable  Y Yes</p>			

**BIDDER:**

**DR. JSMLM:**

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**Witness:** .....



<b>CONTRACT SPECIFIC DATA</b>	
<b>Clause</b>	<b>Data</b>
3.1.4	Delete this clause.
4.1.2	<b>Add the following:</b> “When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended”
4.4.1	<b>Add the following:</b> The Contractor is to submit to the Employer’s Agent in writing a request for appointment of a sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including: <ul style="list-style-type: none"> <li>• Previous experience</li> <li>• Work which will be sub-contracted to him/her</li> <li>• Approximate value of the work to be sub-contracted <i>is a maximum of 5%</i></li> <li>• Before the Employer’s Agent in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, 3<sup>rd</sup> Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor: <ul style="list-style-type: none"> <li>• Informs the Employer’s Agent in writing that he has reasonable cause for withholding or refusing such payment; and</li> </ul> </li> </ul> Submits to the Employer’s Agent reasonable proof that he has so informed such sub-contractor in writing.
4.5.4	Add the following paragraph at the end of Clause 4.5.4:  The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1 shall not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Schedule of Quantities.
4.9.1	The Contractor shall deliver to the Employer’s Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.  <b>Add the following:</b> “All equipment and plant on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment or plant, in the opinion of the Employer’s Agent, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer’s Agent may instruct the Contractor to replace such equipment or plant.”
4.10.2	The Contractor shall deliver to the Employer’s Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.

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4.11.1	<p>Add the following paragraphs after the last paragraph of Sub-Clause 4.11.1:</p> <p>The Employer may in respect of certain categories of work, prescribed minimum employment conditions applicable to the employees of the Contractor and the Contractor shall comply therewith for the duration of the Contract.</p> <p>On the request of the Engineer the Contractor shall provide proof that he complies in all respects with the said conditions.</p>
5.3.1	<p>The documentation required before commencement with carrying Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial Programme of Works (Refer to Clause 5.6).</li> <li>• Security (Refer to Clause 6.2).</li> <li>• Insurance (Refer to Clause 8.6).</li> <li>• Initial Program (Refer to Cl. 5.6)</li> </ul> <p>Organogram and CVs which conforms to the tendered specifications and as submitted. All the Provisional Sums items are to be subjected to submission of three quotation and approval from the Municipality prior to any appointment.</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 days.</p>
5.4.1	<p><b>Add the following:</b></p> <p>The Commencement Date shall be the date the contractor is given possession of site.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are :</p> <p>(i) South African public holidays;</p> <p>(ii) The year-end break commencing on 15 December and ending on 9 January.</p>
5.12	<p><b>Add the following:</b></p> <p>"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and program. Extension of time for abnormal rainfall shall be considered as set out in the Project Specification."</p>

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Add the following paragraphs to sub-clause 5.12.2.4:

"Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents shall be considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company and/or this project only, shall be deemed to be within the Contractor's control.

Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering.

A delay caused by inclement weather conditions will be regarded as a delay only if is abnormal or over above the normal historically recorded data and, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working program of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days.

Extension of time during working

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	<p>days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
5.12.2.1	<p><b>Add the following:</b>          Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$ <p>Where:          V = Extension of time in calendar days in respect of the calendar month under consideration.          Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.          Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.          Rw = Actual average rainfall in mm recorded for the calendar month under consideration.          Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>

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	<p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 8:00 unless otherwise agreed to by the engineer and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his program, and for which no extension of time will be considered.</p>
5.12.2.2	Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in <b>Annexure D</b> to the Scope of Works: Extension of time due to abnormal rainfall.
5.13.1	The penalty for failing to complete the works is <b>R5 000/day</b> . Penalties will only be applied for a maximum of 2 months and termination process will take place thereafter.
5.16.3	The latent defect period is 10 years.
6.2.1	<p><b>Add the following:</b></p> <p>The Security to be provided by the Contractor shall be the Performance guarantee liability of <b>10 %</b> of the Contract Sum. This guarantee shall be delivered within 14 days of the Commencement Date.</p> <p>The municipality does not or will not provide insurance. A Deed of Suretyship issued by either an associate company of the Contractor or a private person or persons, is not acceptable. The contractor shall receive no payment until proof of acceptable Suretyship has been submitted. The employer's agent reserves their right to conduct due diligence in verifying the validity of the construction guarantee or surety.</p>

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6.2.2	<p>Additional retention in lieu of performance guarantee will not apply. The Contractor shall submit the selected security to the Employer before commencement with Works execution.</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 14 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.</p>
6.5.1.1	<p>Add the following:        " Net cost of materials" referred to in sub-clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:        50 per cent for labour; and        15 per cent for materials.</p>
6.8.2	<p>Contract Price Adjustment(Not applicable to this project): The contract shall be subject to Contract Price Adjustment <b>after 12 months from the date of commencement excluding in the event were delays are caused by the Contractor to extend the contract period.</b></p> <p>In the unlikely event that CPA is required, price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> $f = (1 - x) \left( a \frac{L_t}{L_o} + b \frac{P_t}{P_o} + c \frac{M_t}{M_o} + d \frac{F_t}{F_o} - 1 \right)$ <p>The base month is: <b>Previous month of appointment.</b></p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are allowed.</p>
6.9.1	<p>Add the following on last paragraph:        All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before use thereof.</p> <p>The plant fabricated and stored at manufactures location shall be only deemed Employers property and due for payment of 80% only when the contractor has provided the employer with the advance payment guarantee for the safe keeping and storage on behalf of the employer.</p> <p><b>All materials/Equipment prefabricated and assembled on/off site, the Contractor must provide shop drawings prior manufacturing for Employer's Agent Approvals.</b></p>
6.10	<p>Add the following sub-clause after Clause 6.10.1.8</p> <p>SCC 6.10.1.9 Payment for the labour-intensive component if the works</p> <p>Payment for the works identified in the Scope of the Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of the work. Any non-payment for such work shall</p>

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	not relieve the Contractor in any way from his obligations either in contract or in delict."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 10%.The limit of <b>retention money is 10%</b> of the value of the Contract Price. <b>A Retention Money Guarantee of 50% of the paid retention monies is compulsory at the completion of the project while the other 50% will be released at the end of Defects Liability Period.</b>
6.10.4	The limit of contingencies shall be 2.5% and shall form part of the contract amount.
6.10.5	The Community Liaison Officer will be on site until the issue of completion certificate.
<b>7.4.4</b>	Replace the comma after the word "them" in the last line of sub-clause 7.4.4.1 with a full stop and replace the word "and" with the following:  "The cost of all tests and testing required as part of the Contractor's own quality control program, whether particularised or not, shall be deemed to have been allowed for in this tender; and"
<b>SCC 8.1.2</b>	Add the following additional paragraphs at the end of the first paragraph:  "The Contractor shall confine his operation to as small an area of the Site as may be practical for the purpose of constructing the Works.  Only those trees and shrubs directly affected by the Workmats and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent."  The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees."
8.3.1.4	<b>Excepted Risks:</b> The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works. Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organizations or entities that may result in slowing down or partial or total stoppage of the works.
8.6	CLAUSE 8.6 ADD THE FOLLOWING: "Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion - (i) Contract Works Insurance;

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	<p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;          in the name of the Contractor (including all Sub-Contractors) and Dr JS Moroka Local Municipality 's          insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Dr JS Moroka Local Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall affect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued."</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p> <p>ADD THE FOLLOWING:          "In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Dr Js Moroka Local Municipality, and the claim submitted shall cover all costs to repair and make good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Dr JS Moroka Local Municipality who will pay such amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R250 000.00.
8.6.1.5	<p>Add the following:          In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:</p> <p>Add to 8.6.1.</p> <p>The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.</p>

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CONTRACT SPECIFIC DATA	
Clause	Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000.00.
<b>8.6.1.4</b>	<b>Payment for labour-intensive component of the works</b> Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
<b>8.6.1.5</b>	<b>Linkage of payment for labour-intensive component of works to submission of project data</b> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
<b>8.6.1.6</b>	<b>Applicable Labour Laws</b> The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), Expanded Public Works Programs, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.
<b>10.1</b>	Add the following additional sub-clause:  "10.1.6 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1"
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	The determination of disputes shall be in line with the General Conditions of Contract for Construction Work (GCC), 3 <sup>rd</sup> Edition, 2015.  The determination of disputes shall be by arbitration.

**C.1.2.1.2.2 Variations to the General Conditions of Contract**

Clause	Data
<b>1.1.1.16</b>	<b>Employer's Agent</b>  Add the following after the first paragraph:  "Employer's Agent shall have the same meaning and be synonymous with Engineer/engineer throughout the Contract document."

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<b><u>BIDDER:</u></b>	<b><u>DR. JSMLM:</u></b>	
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Clause	<i>Data</i>
2.5.1	<p><b>Cession</b></p> <p><i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words "without the written consent of the other"</i></p>
5.3.3	<p><b>Time to instruct commencement of the Works</b></p> <p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>"The Contractor shall not commence working until they have an Signed and stamped <b>Construction Notification and approved project specific health and safety plan</b> in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."</p>
5.14.1	<p><b>Practical Completion</b></p> <p>Replace the last sentence of the second paragraph:</p> <p>"Should the Employer's Agent ... on expiry of 14 days."  with the following:  "Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</p>
5.14.2	<p><b>Issue of Certificate of Practical Completion</b></p> <p>Replace "the Employer's Agent" in the second and third lines with the following:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"</p>
5.14.4	<p><b>Certificate of Completion</b></p> <p>Replace "the Employer's Agent" in the third line of the first paragraph with:</p> <p>", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"</p>
5.14.5.1	<p><b>Consequences of Completion</b></p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p>

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Clause	Data
6.2	<p><b>Security</b></p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a <b>Demand Guarantee</b> of <b>10%</b> of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”</p>
6.3.1	<p><b>Variations</b></p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i>  <i>" , including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>" , and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p><b>Orders for Variations to be in writing</b></p> <p>Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p><b>Definition of “materials”</b></p> <p><i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word 'plant' with 'Plant'.</i></p>
6.10.4	<p><b>Delivery, dissatisfaction with and payment of payment certificate</b></p> <p>Replace “28 days” in the seventh line with “35 days”.</p>
6.10.5	<p><b>Payment of retention money</b></p> <p><i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘ , if any, ’ after the words ‘Defects Liability Period’</i></p>

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Clause	Data
6.10.6	<p><b>Set-off and delayed payments</b></p> <p><i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words 'simple interest' and substitute with the words 'interest compounded monthly'.</i></p> <p><i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i></p>
6.11	<p><b>Variations exceeding 15 per cent</b></p> <p><i>Replace the marginal heading with:</i></p> <p><b>"Variations exceeding 20 per cent"</b></p> <p><i>Replace "15 per cent" with "20 per cent" in the text of this Sub-Clause</i></p>
7.4.4	<p><b>Cost of test specimens and tests</b></p> <p><i>Amend Clause 7.4.4.2 as follows:</i></p> <p>In the <u>second</u> line of paragraph two, add the words '<i>the requirements of</i>' before the words '<i>the Contract</i>'</p>
8.1.3	<p><b>Excessive loads and traffic</b></p> <p>In the third line, add a comma after the word 'Site' as follows: '<i>...in the vicinity of the Site, from...</i>'.</p>
8.3.1	<p><b>Excepted risks</b></p> <p><i>Amend Clause 8.3.1.10 as follows:</i></p> <p><i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i></p>
8.6.6	<p><b>Contractor to produce proof of payment</b></p> <p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p>8.6.6.1 The policies by which the insurances are effected,        8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and        8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p><b>Remedy on Contractor's failure to insure</b></p>

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Clause	Data
	<p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data.”</p>
9.1.2	<p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words ‘supply of’ and substitute with ‘availability of’.</i></p>
9.2	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer’s Agent, a gratuity or reward or commission, or</p> <p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employer’s Agent written notice that the said materials or work have been condemned and rejected by the Employer’s Agent in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p>

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Clause	<i>Data</i>
	9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer's Agent instructions to the contrary, sublet any part of the Contract, or
	9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.
	9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.
	9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

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**C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:**

Clause	<i>Data</i>
1.1	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent(Construction Manager) on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employer’s Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer’s Agent.”</p>
5.6	<p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p> <p><b>Note: The programme set is expected to have included the notification of works process as at this stage/process no work can commence.</b></p>
5.9.7	<p><b>Employer’s Agent to approve Contractor’s Designs and Drawings</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer’s Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>

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Clause	Data
5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in <b>Annexure D</b> to the Scope of Works: Extension of time due to abnormal rainfall.</p>

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Clause	<i>Data</i>
	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employer’s Agent.</p>
<p><b>6.10</b></p>	<p><b>Payments</b></p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p>
	<p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
<p><b>9.3</b></p>	<p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p>

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<b>Witness:</b> .....		



Clause	Data
9.3.5	<p>“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>
	<p><b>Payment for labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
	<p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p>The Contractor’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor’s invoices shall not be paid until all pending labour information has been submitted.</p>
	<p><b>Applicable Labour Laws</b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

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

Clause	Data														
1.1.1.9	The name of the Contractor is :														
1.2.1.2	The address of the Contractor is : Physical address: _____ Postal address : _____ E-mail address : _____ Fax : _____														
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i></th> <th>Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum</td> <td>Not applicable</td> </tr> <tr> <td>Deductions of 10% security from payment claims/ Work done</td> <td>Not applicable</td> </tr> <tr> <td>Performance guarantee of 10 % of the Contract</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of the Works.</td> <td>Not applicable</td> </tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.</td> <td>Not applicable</td> </tr> <tr> <td>Performance guarantee of 5% of the Contract Sum plus retention</td> <td>Not applicable</td> </tr> </tbody> </table>	Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum	Not applicable	Deductions of 10% security from payment claims/ Work done	Not applicable	Performance guarantee of 10 % of the Contract		Retention of 10% of the value of the Works.	Not applicable	Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable	Performance guarantee of 5% of the Contract Sum plus retention	Not applicable
Type of security <i>(Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the amount of the security)</i>	Contractor's choice. Indicate "Yes" or "No"														
Cash deposit of 10% of the Contract Sum	Not applicable														
Deductions of 10% security from payment claims/ Work done	Not applicable														
Performance guarantee of 10 % of the Contract															
Retention of 10% of the value of the Works.	Not applicable														
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works.	Not applicable														
Performance guarantee of 5% of the Contract Sum plus retention	Not applicable														
6.5.1.2.3	The percentage allowance to cover overhead charges is _____														
6.8.3	<p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of special material</th> <th>Unit</th> <th>Rate or price</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Type of special material	Unit	Rate or price	_____	_____	_____								
Type of special material	Unit	Rate or price													
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**General Conditions of Contract for Construction Works, Third Edition, 2015 PRO**

**FORMA**

**PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: \_\_\_\_\_

Physical address: \_\_\_\_\_

“Employer” means: \_\_\_\_\_

“Contractor” means: \_\_\_\_\_

“Engineer” means: \_\_\_\_\_

“Works” means: \_\_\_\_\_

“Site” means: \_\_\_\_\_

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R \_\_\_\_\_

Amount in words: \_\_\_\_\_

“Guaranteed Sum” means: The maximum aggregate amount of R \_\_\_\_\_

Amount in words: \_\_\_\_\_

“Expiry Date” means: \_\_\_\_\_

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

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**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

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.....	<b>2</b>	
<b>Witness:</b> .....		

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Guarantor's signatory (1) \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Guarantor's signatory (2) \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Witness signatory (1) \_\_\_\_\_  
 Witness signatory (2) \_\_\_\_\_

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<b>BIDDER:</b>		<b>DR. JSMLM:</b>
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b>	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b>	.....
<b>Witness:</b>	.....	



**General Conditions of Contract for Construction Works, Third Edition, 2015**

**PRO FORMA**

**ADJUDICATION BOARD MEMBER AGREEMENT**

***Please note that words in italics within brackets are items which should be stated.***

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number).*

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication).*

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling :
  - a. A monthly retainer of *(amount)* for *(number)* of months, and/or
  - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
  - c. A hourly fee of *(amount)*, and/or

<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	



d. A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer\**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Latepayment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: \_\_\_\_\_

Contractor's name: \_\_\_\_\_

Place: \_\_\_\_\_

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

Employer's signature : \_\_\_\_\_

Employer's name: \_\_\_\_\_

Place: \_\_\_\_\_

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

Adjudication Board Member's signature: \_\_\_\_\_

Adjudication Board Member's name: \_\_\_\_\_

Place: \_\_\_\_\_

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

*\* Delete the inapplicable party*

**BIDDER:**

**Initial:** Authorized signatory/ies:

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**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM



**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between **THE DR. JS MOROKA LOCAL MUNICIPALITY** (hereinafter called "the Employer") of the one part,

herein represented by

in his capacity as \_\_\_\_\_

and

(Hereinafter called "the Mandatory") of the other part, herein represented by

\_\_\_\_\_ in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz **CONTRACT NO: JSM/E01/25-26/W30** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	



- (iii) Section 37 : Acts or omissions by employees or mandataries, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) 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 into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

WITNESS 1 .....  
**NAME (IN CAPITALS)**

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 .....  
**NAME (IN CAPITALS)**

---

<b>BIDDER:</b>	<b>DR. JSMLM:</b>	
<b>Initial:</b> Authorized signatory/ies:	<b>1.</b> .....	<b>Initial:</b> DR. JSMLM
.....	<b>2.</b> .....	



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

***An example is given below:***

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_20.....,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY : \_\_\_\_\_

IN HIS/HER CAPACITY AS : \_\_\_\_\_

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

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

*NAME (IN CAPITALS)*

**BIDDER:**

**Initial:** Authorized signatory/ies:  
.....

**DR. JSMLM:**

- 1. ....
- 2. ....

**Initial:** DR. JSMLM



**DR JS MOROKA LOCAL MUNICIPALITY**



**CONTRACT NO: JSM/E03/26-27W30**  
***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

**C2 PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

**BIDDER:**

**Initial:** Authorized signatory/ies:

.....

**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM



## DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/E03/26-27W30**

***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

### **C2.1 PRICING INSTRUCTIONS**

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the

**BIDDER:**

**DR. JSMLM:**

**Initial:** Authorized signatory/ies:

**1.** .....

**Initial:** DR. JSMLM

.....

**2.** .....



tender is based.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
8. **Note: Bidders are adviced to price the bill of quantities in referencing to the scope of works section including technical specifications, the specifications will take precedent.**

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**BIDDER:**

**Initial:** Authorized signatory/ies:

.....

---

**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM



## DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/E03/26-27W30**  
***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

<b>C2.2 BILL OF QUANTITIES</b>
--------------------------------



BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>A Site Establishment &amp; Safety</b>									
1	Establish site camp, store, personnel, rental, transport, notice board, removal of site camp, etc.	Sum	0	0.00	1		0.00		
2	Payment of CLO (@ R7,150/month)	Prov. Sum	0	0.00	4	7,150.00	0.00	28,600.00	<b>28,600.00</b>
3	Payment of Student (@ R7,150/month)	Prov. Sum	0	0.00	4	7,150.00	0.00	28,600.00	<b>28,600.00</b>
4	Generic Training	Prov. Sum	0	0.00	1	10,000.00	0.00	10,000.00	<b>10,000.00</b>
5	Land Rights	Prov. Sum	0	0.00	1	10,000.00	0.00	10,000.00	<b>10,000.00</b>
6	Payment of UIF EPWP (15)	Prov. Sum	0	0.00	4	15,000.00	0.00	60,000.00	<b>60,000.00</b>
7	Payment of EPWP Workers (15)	Prov. Sum	0	0.00	4	2,000.00	0.00	8,000.00	<b>8,000.00</b>
8	Social Facilitator	Prov. Sum	0	0.00	1	25,000.00	0.00	25,000.00	<b>25,000.00</b>
9	Contractor Handling Fee	%	0	0.00	0		0.00	170,200.00	
<b>SUB-TOTAL</b>									
<b>B Compliance with OHS Act incl. Safety File and safety inspections and meetings. (See C3.6 of Scope of Works - Page 146)</b>									
		Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Supply of all items of Personal Protective Clothing/Equipment & ensure use thereof for full compliance	Sum	0	0.00	1	15,000.00	0.00	15,000.00	<b>15,000.00</b>
2	Supply and provision of Equipment for working at Heights & ensure use thereof for full compliance	Sum	0	0.00	1	5,000.00	0.00	5,000.00	<b>5,000.00</b>
3	Barricading: Supply & install, including removal upon completion to ensure full compliance to legislation	Sum	0	0.00	1	6,000.00	0.00	6,000.00	<b>6,000.00</b>
4	Related Basic Training	Sum	0	0.00	1	65,000.00	0.00	65,000.00	<b>65,000.00</b>
5	Occupational Health and Safety Administration	Sum	0	0.00	1	5,000.00	0.00	5,000.00	<b>5,000.00</b>
6	Medical Surveillance	Sum	0	0.00	1	12,150.00	0.00	12,150.00	<b>12,150.00</b>
7	Facilities and Equipment	Sum	0	0.00	1	10,000.00	0.00	10,000.00	<b>10,000.00</b>
8	Safety Signage	Sum	0	0.00	1	6,000.00	0.00	6,000.00	<b>6,000.00</b>
<b>SUB-TOTAL</b>								<b>0.00</b>	<b>124,150.00</b>

A **BIDDER:**  
 Initial: Authorized signatory/ies:  
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**DR. JSMLM:**  
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 1. ....  
 2. ....

Initial: DR. JSMLM

**Witness:** .....



BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>C</b>	<b>Pegging out the works</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1	MV Pegging, wayleave applications	Prov. Sum	0	0.00	1	15,000.00	0.00	15,000.00	<b>15,000.00</b>
2	LV Pegging, wayleave applications	Prov. Sum	0	0.00	3	20,000.00	0.00	60,000.00	<b>60,000.00</b>
3	AS-Built drawing by an Eskom approved surveyor <b>(Who did the pegging of the project)</b>	Prov. Sum	1	4,500.00	1	40,000.00	4,500.00	40,000.00	<b>44,500.00</b>
4	Bush Clearing and Tree Felling	m	0	0.00	1				
<b>SUB-TOTAL</b>									
<b>D</b>	<b>Digging Holes</b>	<b>Unit</b>	<b>MQty</b>	<b>MRate</b>	<b>LQty</b>	<b>LRate</b>	<b>Mtotal</b>	<b>Ltotal</b>	<b>Total</b>
1A	LV stay back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
1B	Rock Drill	e.a.	0.00	37		0.00	0.00		
1C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
2A	MV stay back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
2B	Rock Drill	e.a.	0.00	14		0.00	0.00		
2C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
3A	LV strut back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
3B	Rock Drill	e.a.	0.00	17		0.00	0.00		
3C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
4A	MV strut back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
4B	Rock Drill	e.a.	0.00	3		0.00	0.00		
4C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
5A	LV flying stay back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
5B	Rock Drill	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
5C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
6A	MV flying stay back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
6B	Rock Drill	e.a.	0.00	2		0.00	0.00		
6C	Compressors	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>
7A	7m Pole back-actor or hand	e.a.	0.00	0	1		0.00	Rate Only	<b>Rate Only</b>

A **BIDDER:**  
**Initial:** Authorized signatory/ies:

**DR. JSMLM:**  
 101  
 1. ....

**Initial:** DR. JSMLM

2. ....  
**Witness:** .....



**BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B**

Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
7B	Rock Drill	e.a.	0.00	34		0.00	0.00		
7C	Compressors	e.a.	0	0,00	1		0	Rate Only	Rate Only
8A	9m Pole back-actor or hand	e.a.	0.00	0		0.00	0.00		
8B	Rock Drill	e.a.	0.00	37		0.00	0.00		
8C	Compressors	e.a.	0	0,00	1		0	Rate Only	Rate Only
9A	11m Pole back-actor or hand	e.a.	0	0,00	1		0	Rate Only	Rate Only
9B	Rock Drill	e.a.	0.00	16		0.00	0.00		
9C	Compressors	e.a.	0	0,00	1		0	Rate Only	Rate Only
10A	13m Pole back-actor or hand	e.a.	0	0,00	1		0	Rate Only	Rate Only
10B	Rock Drill	e.a.	0	0,00	1		0	Rate Only	Rate Only
10C	Compressors	e.a.	0	0,00	1		0	Rate Only	Rate Only
<b>SUB-TOTAL</b>									
E	Plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	7m Wood 120-140 mm tops	e.a.	34		34				
2	9m Wood 140-160mm tops	e.a.	35		35				
3	9m Wood 180-199 mm tops	e.a.	2		2				
4	11m Wood 160-180mm tops	e.a.	7		7				
5	11m Wood 180-200mm tops	e.a.	9		9				
6	12m Wood 180-200mm tops	e.a.	1		1		Rate Only	Rate Only	Rate Only
7	13m Wood 180-200mm tops	e.a.	1		1		Rate Only	Rate Only	Rate Only
<b>SUB-TOTAL</b>									
F	Trenches	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Excavate Cable trenches for MV cable 1.2m deep. Includes backfilling - 1200mm x 450mm.(Road Crossings)	m	0	0,00	1		0	Rate Only	Rate Only
2	Excavate Cable trenches for LV cable 1.2m deep. Includes backfilling - 1200mm x 450mm.(Road Crossings)	m	0	0,00	1		0	Rate Only	Rate Only
3	Excavate Cable trenches for LV cable including House Connections 0.8m deep. Includes backfilling - 800mm x 450mm.(Road Crossings)	m	0	0,00	1		0	Rate Only	Rate Only

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**BIDDER:**

**Initial:** Authorized signatory/ies:

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**Witness:**

**DR. JSMLM:**

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1. ....

2. ....

**Initial:** DR. JSMLM



BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
4	Install cable sleeves 110mm at all road crossing backfill soil (if approved by engineer will be paid per actual quantity)	m	1		1		Rate Only	Rate Only	Rate Only
<b>SUB-TOTAL</b>							0,00	0,00	0,00
G	MV 'THREE PHASE	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int ass delta 0 deg	e.a.	1		1		Rate Only	Rate Only	Rate Only
2	Int ass vertical (10-30 deg)	e.a.	1		1		Rate Only	Rate Only	Rate Only
3	Int ass stag vertical ( 0-10 deg )3ph (D-DT 1710)	e.a.	8		8				
4	Strain ass delta (0-30 deg)	e.a.	1		1		Rate Only	Rate Only	Rate Only
5	Strain ass delta (30-90 deg)	e.a.	1		1		Rate Only	Rate Only	Rate Only
6	Terminal delta	e.a.	1		1		Rate Only	Rate Only	Rate Only
7	T-off ass int-delta	e.a.	1		1		Rate Only	Rate Only	Rate Only
8	T-off ass str-delta	e.a.	1		1		Rate Only	Rate Only	Rate Only
9	T-off ass int vert (D-DT 1801)	e.a.	1		1				
10	Susp ass vert (10-30 deg) (D-DT 1714, )	e.a.	2		2				
11	Strain ass vertical (30-90 deg) (D-DT 1715)	e.a.	6		6				
12	Terminal ass vert (D-DT 1716)	e.a.	1		1				
13	In-line strain vert (D-DT 1713)	e.a.	2		2				
<b>SUB-TOTAL</b>									
H	MV Stays	Unit	MQty	Mrate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	14		14				
2	1 Off flying stay	e.a.	2		2				
3	1 Off strut pole 12m	e.a.	3		3				
<b>SUB-TOTAL</b>									
I	LV Structures	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Int / susp (0-30 deg) (D-DT 1100)	e.a.	48		48				
2	Intermediate service	e.a.	1		1		Rate Only	Rate Only	Rate Only
3	Strain (0-60 deg) (D-DT 1121)	e.a.	3		3				
4	Strain (60-90 deg) (D-DT 1122)	e.a.	8		8				
5	Terminal (D-DT 1120)	e.a.	16		16				

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 BIDDER:  
 Initial: Authorized signatory/ies:  
 .....

DR. JSMLM:  
 103  
 1. ....  
 2. ....

Initial: DR. JSMLM

Witness: .....



BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
6	T-off from interm (D-DT 1140)	e.a.	7		7				
7	T-off from strain	e.a.	1		1		Rate Only	Rate Only	Rate Only
8	Cross int-int ass	e.a.	1		1		Rate Only	Rate Only	Rate Only
9	Termination TRFR	e.a.	5		5				
10	Strain (60-90 deg) (2Phase)(D-DT 1148)	e.a.	0		0				
11	T-off Ass (2Phase)	e.a.	0		0				
<b>SUB-TOTAL</b>									
J	LV Stays	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	1 Off conv anchor	e.a.	37		37				
2	1 Off flying stay	e.a.	0		0				
3	0 Off strut pole 9m	e.a.	12		12				
4	1 Off strut pole 11m	e.a.	5		5				
<b>SUB-TOTAL</b>									
K	Service Boxes	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	1 - 4 Way Box : 1 x 50A mcb	e.a.	38		38				
<b>SUB-TOTAL</b>									
L	Stringing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	16mm Airdarc CNE plus Pilot wires for street ligts	m	1		1		Rate Only	Rate Only	Rate Only
2	Fox conductor (D-DT 3136)	m	2363		2363				
2a	2 x eye nuts and 1 meter galv rods for each MV pole.	e.a.	1		1		Rate Only	Rate Only	Rate Only
2b	Parallel earth bridge peaces (35mm Al conductor 1,2m and 2 x PG clamps included)	e.a.	1		1		Rate Only	Rate Only	Rate Only
3	Mink conductor	m	1		1		Rate Only	Rate Only	Rate Only
4	35 mm sq ABC 1-ph	m	1		1		Rate Only	Rate Only	Rate Only
5	35 mm sq ABC 2- ph	m	1		1		Rate Only	Rate Only	Rate Only
6	35 mm sq ABC 3-ph (D-DT 3141)	m	2630		2630				
7	70 mm sq ABC 1-ph	m	1		1		Rate Only	Rate Only	Rate Only
8	70 mm sq ABC 2-ph	m	1		1		Rate Only	Rate Only	Rate Only

A **BIDDER:**  
**Initial:** Authorized signatory/ies:

**DR. JSMLM:**  
 104

1. ....  
 2. ....

**Initial:** DR. JSMLM

**Witness:** .....



BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
9	70 mm sq ABC 3-ph (D-DT 3141)	m	175		175				
10	MV Fox full tension joint	e.a.	22		22				
11	LV joint 35mm full tention	e.a.	50		50				
12	LV joint 70mm full tention	e.a.	5		5				
<b>SUB-TOTAL</b>									
M	Transformer Installation	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
<b>Transformers: 22kV</b>									
1	200kVA x 3 Ph (1 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
2	200kVA x 3 Ph (1 off) - new	ea	1		1		Rate Only	Rate Only	Rate Only
3	100kVA x 3 Ph (2 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
4	100kVA x 3 Ph (2 off) - new	ea	2		2				
5	50kVA x 3 Ph (0 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
6	50kVA x 3 Ph (0 off) - new	ea	1		1		Rate Only	Rate Only	Rate Only
7	32kVA x 2 Ph (0 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
8	32kVA x 2 Ph (0 off) - new	ea	1		1		Rate Only	Rate Only	Rate Only
9	25kVA x 3 Ph (0 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
10	25kVA x 3 Ph (0 off) - new	ea	1		1		Rate Only	Rate Only	Rate Only
11	16kVA x 1 Ph (1 off) - relocate	ea	1		1		Rate Only	Rate Only	Rate Only
12	16kVA x 1 Ph (1 off) - new	ea	1		1		Rate Only	Rate Only	Rate Only
<b>SUB-TOTAL</b>									
N	LV Protection Morsdorf type Fuses	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	63A	e.a.	1		1		Rate Only	Rate Only	Rate Only
2	80A Dual phase (32kva)	e.a.	1		1		Rate Only	Rate Only	Rate Only
3	80A Three phase (50kva)	e.a.	1		1		Rate Only	Rate Only	Rate Only
4	125A	e.a.	1		1		Rate Only	Rate Only	Rate Only
5	160A (100kva)	e.a.	2		2				
<b>SUB-TOTAL</b>									
O	Installation Earthing	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total

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BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV Earthing (Type 1 crowfoot)	e.a.	2		2				
2	LV Earthing (Type 1 crowfoot)	e.a.	5		5				
3	Bonding	e.a.	10		10				
<b>SUB-TOTAL</b>									
P	Pole Numbering	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	MV pole number	e.a.	16		16				
2	LV pole number	e.a.	69		69				
<b>SUB-TOTAL</b>									
Q	Commissioning	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Test & commission trsf and MV equipment	e.a.	2		2				
<b>SUB-TOTAL</b>									
R	Other	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Link assembly (On-load) per phase	ea	3		3				
2	Link assembly (Off load) per phase	ea	1		1		Rate Only	Rate Only	Rate Only
3	Drop-out fuses three phase	ea	2		2				
4	Drop-out fuses dual phase	ea	1		1		Rate Only	Rate Only	Rate Only
5	Sample line /Material Board	sum	1		1		Rate Only	Rate Only	Rate Only
6	CT/VT unit, incl meter box, links	ea	1		1		Rate Only	Rate Only	Rate Only
7	Remove existing poles	ea	0	0.00	1		0.00	Rate Only	Rate Only
8	Remove existing conductor	m	0	0.00	1		0.00	Rate Only	Rate Only
9	Remove existing stay	ea	0	0.00	1		0.00	Rate Only	Rate Only
10	Remove existing transformer	ea	0	0.00	1		0.00	Rate Only	Rate Only
11	Upgrade Dual Phase fox MV to three phase fox line, include dressing and re-tension old dual phases.	m	1		1		Rate Only	Rate Only	Rate Only
12	Live work	Prov. Sum	0	0.00	1	29,614.10	0.00	29,614.10	29,614.10
13	Remove existing dressing	ea	0	0.00	1		0.00	Rate Only	Rate Only
14	Ant-clim device	ea	12		12				
15	Interface : DC450 G3: PLC DC;230V (To be Purchased from Eskom)	ea	2		2				
16	KIOSK METER: 3PH;RAT/DC SECURE POLE MOUNT	ea	2		2				

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BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
17	Tree felling (trunk diameter > 300mm)	ea	15		15				
<b>SUB-TOTAL</b>									
S	House Connections	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	Underground connection	ea	1		1		Rate Only	Rate Only	Rate Only
2	Overhead connection	ea	138		138				
3	Supply ECU base, fixing rails and plug	ea	1		1		Rate Only	Rate Only	Rate Only
4	Supply 20A ECU (internal ELPD)	ea	1		1		Rate Only	Rate Only	Rate Only
5	Procure Split Meter Din Rail 20A PLC with Keypad from Eskom	Prov. Sum	138	4274.14	138	120.00	589,830.77	16,560.00	<b>606,390.77</b>
6	Sealing of meters	ea	138		138				
7	COC certificates	ea	138		138				
8	Procure Split Meter Din Rail 60A PLC with Keypad from Eskom	Prov. Sum	1		1		Rate Only	Rate Only	Rate Only
9	Supply and install additional 63A circuit breaker	ea	1		1		Rate Only	Rate Only	Rate Only
10	Supply Ready Board plus Rail (No Light)	ea	138		138				
11	Capture and upload of customer data new & Existing, incl. GPS co-ordinates and Supply of Data books	sum	7		138				
<b>SUB-TOTAL</b>									
T	Excavate and plant poles	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1A	5m Wood 80-100 mm tops	e.a.	100		100				
1B	Rock Drill	e.a.	0		10				
1C	Compressor	e.a.	0		9				
2A	7m Wood 120-140 mm tops	e.a.	1		1		Rate Only	Rate Only	Rate Only
2B	Rock Drill	e.a.	1		1		Rate Only	Rate Only	Rate Only
2C	Compressor	e.a.	1		1		Rate Only	Rate Only	Rate Only
3	Shackpole Dressing	e.a.	100		100				
<b>SUB-TOTAL</b>									

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BILLS OF QUANTITIES FOR ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
U	Conductor (Installation incl in service con rate)	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
1	4mm sq Airdac CNE plus Pilot wires	m	1		1		Rate Only	Rate Only	Rate Only
2	6mm sq Airdac CNE plus Pilot wires	m	5244		5244				
<b>SUB-TOTAL</b>									

**NON-COMPLIANCE WITH HEALTH AND SAFETY AND ENVIRONMENTAL REQUIREMENTS**

AUDIT SCORING	CLASSIFICATION	CLASSIFICATION DESCRIPTION	DEDUCTIBLE AMOUNT (-)
93%-100%	Good	Substantial Compliance	R -
80%-92%	Average	Compliance status needs to be improved	R -
60%-79%	Poor	Methods to ensure compliance require substantial improvement operations with substantial non-compliance risks	-R 30,000.00
<60%	Very Poor	Methods to ensure compliance failed completely - troubled operation with severe non-compliance risks	-R 50,000.00
<p><b>Note: Bidders must not that Audit start from the initial submission of Health and Safety and Enviromental Management Plan Files Submission</b></p> <p><b>The Monies accumulated due to non-compliance will be donated to the local community based NPO</b></p>			
8100	<b>TOTAL CARRIED FORWARD TO SUMMARY During Interim Payment Certificate</b>		

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ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE - PHASE 2B				
SUMMARY		Stands		138
Item	Description	Amount		Total Price
		Materials	Labour	
A	Preliminaries & General			
B	Compliance with OHS Act			
C	Pegging out the works			
D	Digging Holes			
E	Plant poles			
F	HV Structures Dual Phase			
G	HV Structures Three Phase			
H	MV Stays			
I	LV Structures			
J	LV Stays			
K	Service Boxes			
L	Stringing			
M	Transformer Installation			
N	LV Protection			
O	Installation Earthing			
P	Pole Numbering			
Q	Commissioning			
R	Other			
S	House Connections			
T	Excavate and plant poles			
U	Conductor			
V	Street Lights and Spigots			
<b>SUB TOTAL A EXC. 15% VAT</b>				
<b>CONTINGENCIES 1,5%</b> (The sum provided here is under the SOLE control of the Employer and may be deducted in whole or in part)				
<b>SUB TOTAL B EXC. 15% VAT</b>				
15% VAT				
<b>TOTAL INC. 15% VAT</b>				

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**DR JS MOROKA LOCAL MUNICIPALITY**



**CONTRACT NO: JSM/E03/26-27W30**  
***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

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<b><u>BIDDER:</u></b>	<b><u>DR. JSMLM:</u></b>	
<b>Initial:</b> Authorized signatory/ies:	110	<b>Initial:</b> DR. JSMLM
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**DR JS MOROKA LOCAL MUNICIPALITY**



**CONTRACT NO: JSM/E03/26-27W30**  
***ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

**C3 Scope of Work**

**C3.1 DESCRIPTION OF THE WORKS**

**1.1 Employer’s objectives**

The Clients objective is to appoint a contractor for the Construction of the electrification of 138 stands at Phake village.

**For Expanded Public Works Programme (EPWP)**

The employer’s objectives are to deliver public infrastructure using labour intensive methods. A minimum of 15 Employees are to be from the local community.

**1.2 Overview of the works**

The work entails the Electrification of 138 HOUSEHOLD In Phake Phase 2B.

**1.3 Extent of the works**

1. Site Establishment
2. Pegging out the works
3. Digging of Holes and planting of poles
4. MV and LV structures installation
5. MV and LV stays installation
6. Stringing of ABC Arial Bundle and Fox Conductor
7. Installation of Service boxes
8. Installation of Transformer structures and Transformers
9. Pole numbering of the MV and LV and all Labels
10. Commissioning infrastructure

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<b><u>BIDDER:</u></b>	<b><u>DR. JSMLM:</u></b>	
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**1.4 Location of the works**

The works are in Phake village however the project area is in Rankaile Village as per the GPS co-ordinates 25° 9'19.04"S; 28°26'47.80"E



**1.5 Temporary works**

Temporary works will mainly include access roads to the site, site establishment, protection of existing Services, Traffic accommodation etc, all these temporary works should be reinstated on completion of the works

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<b>Witness:</b> .....		





**C 3.3 PROCUREMENT**

**C 3.3.1 Preferential procurement procedures**

The works shall be executed in accordance with the conditions specified in the procurement preferencing schedule.

**C 3.3.2 Scope of mandatory subcontract work**

It is up to the contractor to determine which works should be subcontracted, However any work that is to be sub-contracted must be approved by the Employer.

Competitive tenders shall be invited in respect of each of the portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of CIDB Standard subcontract (labour only), SAFCEC General conditions of subcontract (2003 edition) (select appropriate option), with minimal project specific variations and amendments that do not change their intended usage.

The Employer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annexure F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor. The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

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<b><u>BIDDER:</u></b>	<b><u>DR. JSMLM:</u></b>	
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**C 3.4 CONSTRUCTION**

**C 3.4.1 Applicable SANS 2001 standards for construction works**

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

<b>SANS 2001</b>	
Essential Data:	
Clause	Specification data
Variations:	
None	
Additional clauses:	
None	

**C 3.4.2 EPWP labour intensive specification**

The Guidelines for Implementation of Labour-Intensive Infrastructure Projects under The Expanded Public Works Programme (EPWP) are applicable in this contract.

**C 3.4.3 Plant and materials provided by the employer**

None.

**C 3.4.4 Services and facilities provided by the employer**

None.

**C 3.4.5 Plant and equipment**

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

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<b><u>BIDDER:</u></b>		<b><u>DR. JSMLM:</u></b>
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<b>Witness:</b> .....		<b>Initial:</b> DR. JSMLM



### C 3.5 MANAGEMENT

#### C 3.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Consulting Engineer is Sizeya Consulting Engineers
4.3.1	The planning, programme and method statements are to comply with the following: 1) bar chart
4.3.3	The notice period for inspection is one Day.
4.7.3	The overbreak allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not to be disturbed will be pointed out on site by the Engineer.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: 1) cleaning of site on completion
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: 1) None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m <sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: None.
4.17.3	Services which are known to exist on the site are: None.
4.17.4	The requirements for detection apparatus are: None.

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4.18	The following standards and specifications shall be in addition to the provisions of 4.18: 1) See the scope of works.
<b>Variations</b>	
None	
<b>Additional clauses</b>	
<b>1 Site meetings and procedures</b>	
<p>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.</p>	
<b>2 Water and electricity</b>	
<p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:</p>	
<p>a) water :</p> <p>b) electricity :</p>	
	<b>Option A Contractor responsibility</b>
<b>Water</b>	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
<b>Electricity</b>	The Contractor is to provide, and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity form the local authority / Eskom for the works at his own cost.

<b>SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.</b>	
<b>Clause</b>	<b>Specification Data</b>
<b>Essential Data:</b>	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
<b>Additional clauses:</b>	
1	<p><b>Stone pitching and rubble concrete masonry</b></p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p><b>Manufactured Elements</b></p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>

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<b>BIDDER:</b>	<b>DR. JSMLM:</b>
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<b>SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.</b>	
4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a> .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

**C 3.5.2 Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer’s representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

**C 3.5.3 Unauthorised persons**

The Contractor shall keep unauthorized persons from the works at all times and under no circumstances may any person except guards be allowed to sleep on the building site.

**C 3.5.4 Management meetings**

There will be monthly compulsory site and technical meetings.

**C 3.5.5 Forms for contract administration**

Quality control forms will be made available to the contractor in hard copy.

**C 3.5.6 Electronic payments**

The employer will pay electronically and the contractor must provide correct banking details.

**C 3.5.7 Daily records**

The contractor shall all the times keep daily records of everything on site.

**C 3.5.8 Payment certificates**

The contractor must prepare payment certificate every month for approval by the engineer.

**C 3.5.9 Communication**

The engineer’s representative on this project will be:  
 Mr. Rofhiwa Ravele

Contact number: 015 291 1020 – Email: [info@sizeya.co.za](mailto:info@sizeya.co.za)

The contact person for the employer is:

Mr. S Masilela  
 Tel: (013) 973 1101

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**C3.6 STANDARD SPECIFICATIONS**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6 (2002): Targeted Construction Procurement

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

**C3.7 PROJECT SPECIFICATIONS**

**STATUS**

The Project Specification consists of two parts which form an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

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**C3.7.1: PART A: GENERAL**

**PS-1 PROJECT DESCRIPTION**

This project entails the ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B.

**PS-2 DESCRIPTION OF THE SITE AND ACCESS**

**2.1 Location of site**

Phake area which is under the jurisdiction of the DR. JSMLM.

**2.2 Access to site**

The Site of Works can be accessed from GPS coordinates at 24°6' 44" S, 28° 33' 10" E.

**PS-3 DETAILS OF THE WORKS**

A brief detail of the works for which this specification is applicable is as follows:

**3.1 Construction of the followings;**

- Electrification of 138 stands in Phake village.

**3.1 Structures**

The nature of the work to be included in this contract is as follows:-

- Establishment of camp and plant on site
- Provision of offices and accommodation of supervisory staff

**3.3 Ancillary works**

- Accommodation of traffic
- Such other works as may be deemed necessary by the Engineer for the completion of the project.

The Contractor shall make all reasonable provision in the construction programme and its implementation to accommodate the Employer's Development and / or Emerging Contractors.

**3.4 Nature of ground conditions and subsoil conditions**

A geotechnical investigation has not be carried out.

**3.5 Climatic conditions**

The average annual rainfall is 88.67 mm and the average maximum monthly rainfall in the summer month of December / January is +/- 53.28 mm. little rainfall occurs during the winter month of July with an average monthly precipitation of 1.5 mm.

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**3.6 Labour recruitment conditions**

A Community Liaison Officer (CLO) will be appointed through the Local community structures community. Recruitment of all local labour should be done through the Community Liaison officer (CLO).

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

**3.8 Construction in confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor’s constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SANS and SABS Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

**PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

**4.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

**4.1.1 Drawings** *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The requirements for drawings, information and calculations for which the Contractor is responsible are: None.

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

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At the completion of the Contract, the Contractor shall return to the Engineer all as-built drawings.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

#### 4.2 Responsibilities for design and construction

##### Electrical Engineer

The Electrical Engineer responsible for the design in accordance with the standard and specification of Eskom.

#### 4.3 Planning and Programme *(Read with SANS1921-1:2004 clause 4.3)*

##### Preliminary programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the

Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is **6 months**. Plant and personnel requirements to complete the

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project in 6 months must be incorporated in the Tender.

**Programme in terms of Clause 12 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

**4.4 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)**

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**4.14 Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)**

**Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the Local Authorities and the Client. Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

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No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

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No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

#### **4.17 Existing Services** *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

#### **4.18 Health and Safety** *(Read with SANS 1921 - 1: 2004 clause 4.18)*

##### **4.18.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into

an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

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**Health and Safety Specifications and Plans**

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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**4.18.2 Requirements for Accommodation of Traffic** (Read with SANS 1921 - 2: 2004 )

**General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic. The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

**Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

**Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

**4.19 Management of the environment** (Read with SANS 1921 - 1: 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

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(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

**C3.7.2: PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

**B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

**VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

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**PSA  
PSA 3**

**GENERAL  
MATERIAL (Clause 3)**

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**PSA 3.1 QUALITY (Sub-Clause 3.1)**

All material required for this contract shall bear the official standardisation mark.

**PSA 4 PLANT (Clause 4)**

**PSA 4.1 CONTRACTOR’S OFFICES, STORES AND SERVICES (Sub-Clause 4.2)**

Add the following to this subclause:

**PSA 4.1.1 Storage (New Sub-clause)**

The Contractor shall supply sufficient protection for perishable material to the satisfaction of the Engineer, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

**PSA 4.1.2 Restrictions on Employee Accommodation**

No housing is available for the Contractor’s employees, and the contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place at the disposal of the Contractor and area to able him to erect his site offices, workshops, stores, and any temporary camp the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local authority

**PSA 4.2 CAPACITY OF PLANT AND EQUIPMENT (New Sub-Clause)**

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant ensure that operations designed to be executed continuously are not disrupted because of breakdown of any plant provided for such operations.

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**PSA 5 CONSTRUCTION (Clause 5)**

**PSA 5.1.1 TECHNICAL SPECIFICATIONS**

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the NEC Small Works Contract.

**Work Specification**

**NOTES:**

- a) All work shall be in accordance with the relevant specified Specification.
- b) All labour cost shall be included in quoted rate.

**Preliminaries**

**Transport**

The specific contractor shall supply, transport and off-load all material on the site. No additional transport charges will be entertained, except for Municipality provided materials.

**Pegging out the works**

- a) The contractor shall deliver the completed work in accordance with the specifications and to the total satisfaction of the Engineer Municipality in regard to the clarity, quality accuracy and neatness.
- b) Reporting any incident pertaining to the environment, wild life, accidents and damages to property.
- c) The routes of the power lines shall be pegged such that the said lines can be erected in strict accordance with the Code of Practice for Overhead Power Lines and the specifications of the relevant sections of the Occupational Health and Safety Act, Act 85 of 1993, and any regulations which may apply.
- d) The contractor shall obtain permission from the property owners to clear bush and/or trees before any work is carried out.
- e) The contractor shall open a "line of sight" for survey purposes only for surveying LV routes. For surveying MV feeder routes the clearances shall comply with the relevant standards.
- f) Cost to include for all bush clearing and/or tree felling to adhere to f).
- g) The contractor shall repair all fences damaged by him to the satisfaction of the property owner
- h) The contractor shall set out the line route with its angle, tee-off, terminal and transformer pole positions in accordance with the stipulated route.
- i) The contractor shall peg the pole, stay and/or strut positions at each bend, tee-off and transformer point.
- j) The contractor shall peg on-line positions between points. It is important to take note of topographical features in the positioning of pole, stay and/or strut positions. All deviations should be referred back to the Project Engineer.
- k) The contractor must return at least one township layout plan with the medium voltage and low voltage "as-pegged" lines indicated in different colours.

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**Digging holes**

- a) The contractor shall provide all trenching, excavation of pole and stay holes, bedding material, back filling and surface reinstatement as required.
- b) Pole holes shall be dimensioned as per drawing DDT-0332.
- c) Stay holes shall be dimensioned as per drawing DDT-0350.
- d) All excavations shall be kept covered or barricaded, if not attended to, in a manner accepted by Eskom to prevent injury to people or livestock.
- e) The contractor must allow for all soil conditions in his tender price. No additional payments will be considered.
- f) Risk of collapse and keeping excavations free of water shall be included in the quoted rate

**Poles**

- a) All poles shall be positioned plumb vertical in the centre of the excavations viewed from any direction.
- b) Planting of poles and backfilling of holes shall be in accordance with SCSSCAA01.

**MV STRUCTURES**

- a) Supplying and installing all hardware according to the relevant structure drawings.

**MV STAYS**

- a) Supply and install complete stay assembly according to relevant structure drawing.
- b) Planting of stays and backfilling of holes shall be in accordance with SCSSCAA01.
- c) Risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- d) All stays shall be planted with the relevant stay plates fitted on the stay rod.
- e) The stay plate shall be placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted in layers of 250mm.
- f) Struts shall be fitted with barbed wire anti climbing devices.

**LV STRUCTURES**

- a) Supplying and installing all hardware according to the relevant structure drawings.
- b) All in accordance with Eskom’s Distribution Construction Standards.
- c) LV ABC fittings shall conform to SCSSCAAL4.
- d) Non-tension phase connections on ABC shall be made using a 95/35 - 95/35 IPC in accordance with D-DT-3039 (Part 9) .
- e) Non-tension neutral connections on ABC shall be made using one H crimp in accordance with D-DT-3019 (Part 9) per connection.
- f) The ABC shall be connected to the pole-top distribution box using 1 x 35 - 95/6-25 IPC (refer to D-DT-3039 (Part 9)) for phase connections and 2 x 35-95 (PG)/6-25 (IPC) (refer to D-DT-3039 (Part 9)) for neutral connections; or
- g) The connector housing shall be made entirely of weather resistant plastic materials. No metallic parts outside the housing will be accepted (except for the tightening bolt).
- h) The tightening bolt shall incorporate an over torque shearing head which will allow a clamping torque in conformity with the manufacturer’s re-commendations, without the use of any special tools.

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- i) No energized parts shall be exposed or accessible by the operators during installation.
- ~~j) All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.~~
- k) Suspension bracket max. vertical load - 700 daN
- l) Strain clamps max. horizontal load - 1500 daN
- m) Brackets are to be manufactured from corrosion resistant materials. Galvanized steel brackets are not acceptable.
- n) Cable ties in accordance with D-DT-3075 shall be used to avoid loosening the bundle at all structures including transformer structures. The general positions of cable ties are shown on the relevant structure drawings. Additional ties shall be fitted as required.
- o) On all bare neutral ABC systems the neutral shall be insulated from the strain clamp to the transformer connection with a UV protected covering. Refer to D-DT-3127.
- p) All ABC tails or ends shall be sealed using end caps.

**LV STAYS**

- a) Supply and install complete stay assembly according to relevant structure drawing.
- b) Planting of stays and backfilling of holes shall be in accordance with SCSSCAA01.
- c) Risk of collapse and keeping excavations free of water shall be included in the quoted rate.
- d) All stays shall be planted with the relevant stay plates fitted on the stay rod.
- e) The stay plate shall be placed up against undisturbed soil on the pole side of the hole, the hole shall be backfilled and compacted in layers of 250mm.
- f) Struts shall be fitted with barbed wire anti climbing devices.

**SERVICE BOXES**

- a) Supply and install Split Meter pole-top distribution box complete with tails, stainless steel strapping and connectors to ABC as per Municipality specification requirements
- b) The pole-top distribution box shall be in accordance with 34-2024.
- c) The pole-top box shall be connected so that the loads are, as far as practicable, balanced across phases with reference to the LV distributor. (See phasing on design drawing).
- d) The pole-top box shall be secured to the pole using stainless steel strapping D-DT-3131.

**STRINGING**

- a) All stringing shall be done according to the approved Sag and Tension Charts.
- b) The contractor shall provide suitable dynamometer sighting rods or other approved apparatus necessary for proper checking of the work. Dynamometers shall be calibrated in kg or kN.
- c) All joints and connections shall be the compression type and shall comply with the requirements of SCSSCAAG5:
- d) Only persons who have passed Eskom approved compression jointing training and have proof of this are permitted to perform this work on the Eskom network.
- e) No joints shall be placed in crossing spans.
- f) Joints shall, as far as possible, be made in the middle third of a span. No joint shall be placed within 20m of a structure.

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**TRANSFORMER STRUCTURES**

- Supplying and installing all hardware according to the relevant transformer structure

a) drawing.

b) Supply all equipment to install the transformer

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- c) Connection of Transformer onto MV overhead line via relevant crimps.

**INSTALLATION EARTHING**

- a) Transformer earthing (electrode details and resistivity values ) shall be in accordance with SCSASAAL9, Distribution Standard, Part 2. (Earthing standard)
- b) Tendered rate shall include for excavation of cable trenches in all types of material, and shall include for backfilling of trenches in layers of 250mm.

**POLE NUMBERING**

- a) Supplying and installing all tags, punches and equipment to install MV and LV pole numbering.
- b) All Labelling and marking in accordance with ESKASAAN0.
- c) MV and LV poles shall be numbered as indicated on the design drawing.

**COMMISSIONING INFRASTRUCTURE**

- a) Infrastructure to be commissioned according to SCSASABZ1.
- b) Handing over and documentation to be completed per transformer zone.
- c) Contractor to supply all test equipment necessary for testing of infrastructure.
- d) Contractor to timeously arrange for outages for commissioning purposes.

**OTHER**

Morsdorfer Fuse Assembly Installation shall include:

- a) The LV fuse units shall be positioned in a way that facilitates ease of operation from ground level using a link stick with the appropriate attachments.
- b) The units shall be placed below the LV conductor and the position shall also allow for future LV units to be installed where upgrading of the network is anticipated.
- c) The transformer structure drawing D-DT-0309 indicates proposed fuse unit positions for up to 4 units. Typically, two LV feeders can be fed from one fuse unit.

Cut-Out fuse assembly installation

- a) Supplying and installing all material and equipment necessary to provide a complete fuse assembly installation according to the relevant Distribution drawing.

**OTHER**

Prepaid Meter:

- a) All meters to be supplied by contractor
- b) Meter to be 20A or 60A, when required Prepaid split type meter
- c) All meters to be sourced from approved Eskom suppliers.
- d) Details of order to be submitted to the Engineer for approval before confirmation of order.
- e) Rate to include for mounting of meter onto meter base.
- f) Meter base, plugs and U7 meter box:

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- a) Meters to be mount on inside of customers house an approved U7 meter box.
- b) Contractor to supply and install meter box and ECU base and all mounting materials for fixing these to an outside wall of the customer’s premises.
- c) Contractor to supply and install double plug outlet boxes according to specification. These plugboxes to be installed on inside wall of houses, as close as possible to the meterbox on outside wall.
- d) Contractor to supply all fixing materials necessary
- e) Contractor to supply and install all wiring and consumable necessary to electrically connect the meter, and the meter to the plugbox.

Overhead connection

- a) Connections will be made overhead.
- b) Contractor to supply and install all material necessary for a complete overhead connection to each dwelling.
- c) Rate to include the supply of all material, installation of the material, stringing of the airdack, connection of airdack to meterbase.

Energise, test & C.O.C. of installation

- a) House connection to be commissioned and tested according to SCSASABZ1.
- b) The Contractor is to submit a copy of the Certificate of Compliance (COC) for each meter installed and tested to the Project Manager.
- c) CRP data according to Customer Services Department requirements and standards (refer to Annexures C of SCSASABZ1) to be captured in electronic format (excel) after COC of installation has been issued, and submitted to the project manager monthly.y.

Work set out by the Contractor shall be checked by the Engineer whereafter any errors be rectified by the Contractor.

The Contractor shall provide at least three days’ notice of such a check to the Engineer. The Contractor shall supply any material and labour required for the control survey work by the Engineer including the supply of and placing the necessary pegs, sight rails, etc.

Any assistance, including checking, rendered to the Contractor by the Engineer shall not be held as reliving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his ownexpense rectify the work to the satisfaction of the Engineer.

The Contractor shall be held solely responsible for the protection of all bench marks, reference pegs and level pegs. The Contractor shall establish at least three benchmarks at selected points.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public services.

The relevant authority and Engineer shall be informed of any damages without delay.

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**PSAB 8 MEASUREMENT AND PAYMENT (Clause 8)**

Delete Clause 8 and insert the following:-

The method of measurement as described in Subclause 8.1.2 (b) and (d) of SABS 1200A shall apply and shall be by the lump sum or by number as indicated in PSAB 8.1.

**PSAB 8.1 ENGINEER’S FACILITIES ON SITE (Sub-Clause 8.1)**

**PSAB 8.1.1 Fixed Charge and Value Related Items (Sub-Clause 8.1.1)**

Payment for fixed-charge and value-related items with respect to facilities to be provided for the Engineer will be affected in accordance with Clause PSA 8.3 as applicable.

<b>Item</b>	<b>Unit</b>
Fixed Charge and Value-Related Items	
(a) Furnished office and toilets	sum
(b) Name boards	No.

i. PSAB 8.1.2 Time-Related Items

Payment for time-related items with respect to facilities to be provided for the Engineer, will be affected in accordance with Clause

<b>Item</b>	<b>Unit</b>
Time Related Items	
(a) Furnished offices.....	<b>Sum</b>
(b) Name boards.....	<b>No.</b>

**5.2.2 PSC with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.**

(a) *The Principal Contractor and Contractor (Regulation 7)*

*The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.*

*Any subcontractors employed by the Contractor must be appointed in writing, setting*

**BIDDER:**

**DR. JSMLM:**

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**1.** .....

**Initial:** DR. JSMLM

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**2.** .....

**Witness:** .....



out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(b) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(c) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(d) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(e) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(f) Formwork and support work(Temporary Works) (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person. All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

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**Witness:** .....



The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(g) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(h) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(i) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(j) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(k) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(l) Rope Access Work (Regulation 18)

Where rope access work are required on the construction site, the Contractor shall comply with Regulation 18.

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**Witness:** .....



(m) *Material Hoists (Regulation 19)*

*Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.*

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**Witness:** .....



(n) Bulk Mixing Plant (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Municipality Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Municipality Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Municipality Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(o) Explosive actuated fastening device (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(p) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(q) Construction vehicles And mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(r) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Municipality Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Municipality Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to

ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 2.4

**BIDDER:**

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(s) *Use of temporary storage of flammable liquids on construction sites (Regulation 25)*

*The Contractor shall comply with the provisions of the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.*

(t) *Water environments (Regulation 26)*

*Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.*

(u) *Housekeeping on Construction sites (Regulation 27)*

*Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Municipality Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.*

(v) *Stacking and storage on construction sites (Regulation 28)*

*The provisions for the stacking of articles contained in the General Safety Regulations (Municipality Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.*

(w) *Fire precautions on construction sites (Regulation 29)*

*The provisions of the Environmental Regulations for Workplaces (Municipality Notice R 2281 of 16 October 1987) shall apply.*

*In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.*

(x) *Construction employees facilities (Regulation 30)*

*The Contractor shall comply with the construction site provisions as in the Facilities*

*Regulations (Municipality Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.*

(y) *Construction health and safety technical committee (Regulation 31)*  
*The Chief Inspector Must Appoint the establish health and safety committee*

(z) *Non-compliance with the Construction Regulations 2014*

*The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.*

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*The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.*

*Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30. The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.*

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**2** .....

**Witness:** .....



10. **MEASUREMENT AND PAYMENT**

**10.1 Principles**

*It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.*

(a) *Safety personnel*

*The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.*

(b) *Records and Registers*

*The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.*

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**2.** .....

**Witness:** .....



**DR JS MOROKA LOCAL MUNICIPALITY**



**CONTRACT NO: JSM/E03/26-27W30: *ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE 2B***

**C4 SITE INFORMATION**

- C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT
- C4.2 EXISTING SERVICES REPORT

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**BIDDER:**

**DR. JSMLM:**

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**1.** .....

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**2** .....

**Witness:** .....



## C4.1 CONDITIONS ON SITE: GEOTECHNICAL REPORT

There is no Geotechnical Report for this project.

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**BIDDER:**

**DR. JSMLM:**

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**1.** .....

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**2** .....

**Witness:** .....

## C4.2 EXISTING SERVICES REPORT

All known services must be identified, exposed where applicable and protected during construction.

**OWNER:**

**Initial:** Authorized signatory/ies: 

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**DR. JSMLM:**

1. ....

2. ....

**Initial:** DR. JSMLM

**Witness:** .....



**DR JS MOROKA LOCAL MUNICIPALITY**



**CONTRACT NO: JSM/E03/26-27W30: *ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

**C5: ADDITIONAL RELEVANT DOCUMENTATION**

C5.1 Dr JS Moroka Local Municipality Supply Chain Management Policy.

C5.2 The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022 including the following:

C5.3 DrJSLM health and safety specifications

C5.4 Guidelines for the Implementation of Labour Intensive Infrastructure projects under the Expanded Public Works Programme (EPWP)

C5.5. Photo Record and site Locality

C5.6. Tender Drawings

C5.7. Name Board

C5.8. Environmental Checklist/ Penalties

**BIDDER:**

**Initial:** Authorized signatory/ies

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**Witness:**

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**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM



## DR JS MOROKA LOCAL MUNICIPALITY



**CONTRACT NO: JSM/E03/26-27W30: *ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B***

### **C6: TENDER DRAWINGS**

**The following drawings are attached in this Tender document:**

<b>DRAWING NO</b>	<b>DESCRIPTION</b>
S47.2a-GD-LAY-001-T-00	Locality Plan
S47.2a-EE-LAY-001-T-00	Electrical Reticulation Layout
S47.2a-EE-STD-001-T-00	Name Board Details - Sheet 1
S47.2a-EE-STD-002-T-00	Name Board Details - Sheet 2

**BIDDER:**

**Initial:** Authorized signatory/ies

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**Witness:**

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**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM



## DRAWINGS

**BIDDER:**

**Initial:** Authorized signatory/ies

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**Witness:**

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**DR. JSMLM:**

**1.** .....

**2.** .....

**Initial:** DR. JSMLM

**VOLUME 2**



**DR J.S MOROKA LOCAL MUNICIPALITY**

**CONTRACT NO . JSM/E03/26-27W30**

**FOR**

**ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B**

**VOLUME 2**

**TENDER DRAWINGS**

**JULY 2026**

**ISSUED BY:**

DR J.S MOROKA LOCAL MUNICIPALITY  
P/BAG X 4012  
SIYABUSWA  
0472

**PREPARED BY:**



SIZEYA CONSULTING ENGINEERS  
OFFICE NO. 14  
PRIVATE BAG X9676, POSTNET SUITE 141  
POLOKWANE, 0700  
TEL : (015) 291-1020  
EMAIL : info@sizeya.co.za





**NOTE:**  
 THE WORKS ARE IN PHAKE VILLAGE HOWEVER THE PROJECT AREA IS IN RANKALE VILLAGE  
 AS PER THE GPS CO-ORDINATES 25° 09' 19.04"S ; 28° 26' 47.80"E

FOR TENDER

				DESIGNED BY	S.M. MPLEPO	SIGNATURE		CLIENT DETAILS	CONSULTANTS DETAILS	CONTRACT NO:	JSM/E03/26-27/W30	SHEET 2 OF 2
				DRAWN BY	L. MOJANAGA			 <p>Dr. J.S. Moroka Local Municipality          Private Bag X4012,          Siyabuswa 0472          Tel: (013) 973 9126/7/8/9</p>	 <p>No. 6 Hans van Rensburg Street          Office no. 14          Private Bag X9676, Postnet Suite 141          Polokwane 0700          Tel: (015) 291 1020          Email: info@sizeya.co.za</p>	CONSULTING ENGINEER	DATE	DRAWING SCALE NTS
				CHECKED BY	R.R. RAVELE		PROFESSIONAL REGISTRATION No.			PROJECT TITLE:	ELECTRIFICATION OF 138 STANDS IN PHAKE - PHASE 2B	
00	06/2025	INITIAL ISSUE	PJ							DRAWING TITLE:	LOCALITY MAP	PROJECT No.   DISCIPLINE   SUB-DISCIPLINE   DWG No.   STAGE   REV No. S47.2a- EE - LAY - 001- T-00
No	DATE	DESCRIPTION	ISSUED BY									NO PRELIMINARY DESIGN / NO DETAILED DESIGN / T. TENDER / C. CONSTRUCTION / A. AS-BUILT / I. FOR INFORMATION ONLY

# PHAKE

REMAINDER OF PORTION 1 OF THE FARM  
ZANDFONTEIN No. 31 -JR



CODE POSITION	1 - Poles	2 - MV Conf. + Anchors	3 - LV Conf. + Anchors	4 - LV Service	5 - Aux. Equip.
	Undefined	Undefined	Undefined	Undefined	Undefined
E pole 11x 100-170mm top 085504F400000** (x438)		A 3ph stag vert intem. 600mm spc 1710W4F400000** (x438)	A ABC 3ph Stag Int-Int-Int-Int-Int-Int 1100W4F400000** (x438)	4 1/2" x 1/2" box 1-4 way 3ph ABC 35/170mm bolts 30528E2** (x438)	A 180x 220x 110mm IN-AND-OUT 3PH 180W4 3.5H 180W4F3E3** (x438)
B pole 7x 100-170mm top 085504F400000** (x254)		F 3ph vert. 18-30deg strain 1710W4F400000** (x254)	B ABC 3PH Terminal Ass 1120W4F400000** (x254)		S 180x 220x 110mm IN-AND-OUT 3PH 180W4 3.5H 180W4F3E3** (x438)
X 2 x pole 11x 100-170mm top 085504F400000** (x11)		G 3ph vert. 18-30deg strain 1710W4F400000** (x24)	C ABC 3PH Strain Ass 18-30 1120W4F400000** (x22)		E 2 x comp 3 point star earth ground 3060W4F400000** (x11)
A pole 11x 100-170mm wooden hard mach 085504F400000** (x25)		I 3ph vert. term 1710W4F400000** (x18)	D ABC 3PH Strain Ass 18-30 1120W4F400000** (x72)		F 1 x comp 3 point star earth ground 3060W4F400000** (x22)
C pole 7x 100-170mm wooden hard mach 085504F400000** (x41)		T 3ph 1-tuff four face 180W4F400000** (x11)	E ABC 3PH 1-tuff four face Int 1100W4F400000** (x57)		
		V stay conventional MV F/glass 0841W4F400000** (x2)	F ABC 3PH Int-Int-Int-Int-Int-Int Ass 1100W4F400000** (x2)		
		W 2 x stay conventional MV F/glass 2 x 0841W4F400000** (x4)	h 2 x ABC 3PH Terminations at Tr 2 x 1120W4F400000** (x4)		
		B 1710 22x 110mm infand for non road crossing 1710W4F400000** (x8)	m stay conventional LV pole - hard soil 0841W4F400000** (x8)		
		S stout pole 11x 100-170mm - hard soil 085504F400000** (x12)	n 2 x stay conventional LV pole - hard soil 2 x 0841W4F400000** (x4)		
		J no flying stay 11x - hard soil 085504F400000** (x2)	2 in stout pole 7x - hard soil 085504F400000** (x2)		
			3 stout pole 11x 100-170mm - hard soil 085504F400000** (x2)		

REMAINDER OF PORTION 1 OF THE FARM  
ZANDFONTEIN No. 31 -JR

SYMBOL	DESCRIPTION
●	LV POLE WITH STAY AND STRUT
○	LV POLE WITH FLYING STAY
○	LV POLE WITH SHORT STAY
○	MV POLE WITH STAY AND STRUT
○	MV POLE WITH FLYING STAY
○	MV POLE WITH SHORT STAY
○	TRANSFORMER/MINI SUB
○	LV - MV & SHARING POLES
○	KICKER POLE (5,7,9m)
○	ISOLATOR
○	BREAKER
○	AUTO RECLOSER
○	SECTIONALIZER
○	METERING UNIT
○	FUSE ISOLATOR
○	SURGE ARRESTER
○	CABLE JOINT(MV+LV)
○	MV CROWS FEET / EARTH SPIKE
○	LV CROWS FEET / EARTH SPIKE
○	HIGH MAST
○	ABC CONDUCTOR 35 & 70 ? - 1 PHASE = R, W, B ?? - 2 PHASE = RW, RB, WB 35 & 70 ONLY = 3 PHASE
○	MV & LV BARE CONDUCTOR F = FOX, G = GOPHER, H = HARE M = MINK, S = SQUIRREL, W = WOLF, R = RABBIT, Q = OAK PHASES SEE ABC CONDUCTOR MV = RED, LV = GREEN
○	SERVICE CONNECTIONS 4/10/16mm
○	SERV. CONNECT. 10/6 4/10/16mm
○	R W B POLE BOX PHASE CONNECTION
○	STREET LIGHT
○	TELKOM LINE
○	TELKOM LINE
○	TELKOM POLE
○	EXISTING MV/LV LINES

NO.	DATE	PARAF	REVISION	DESCRIPTION

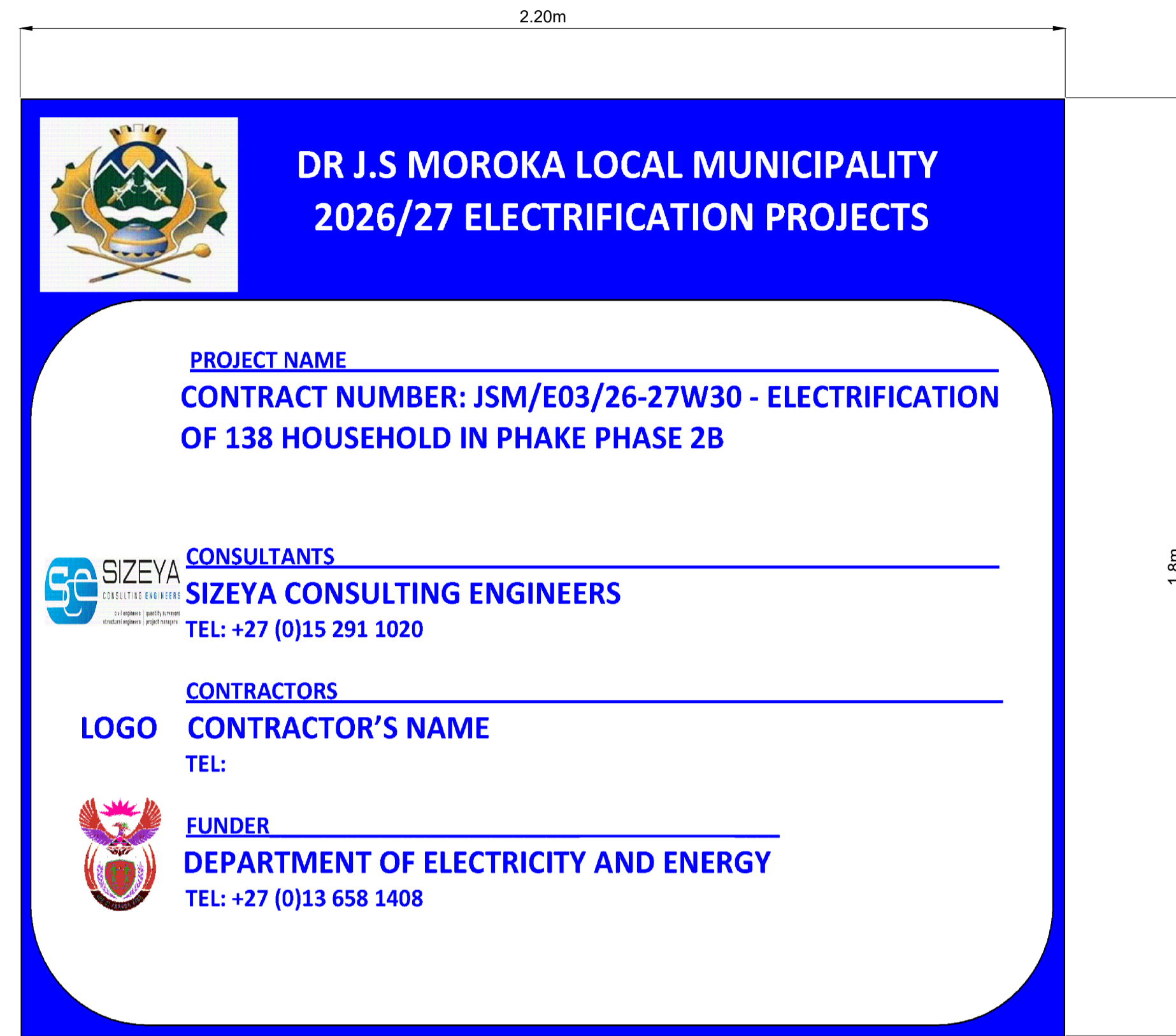


PROJECT: ELECTRIFICATION OF 138 HOUSEHOLD IN PHAKE PHASE 2B  
JSM/E03/26-27W30

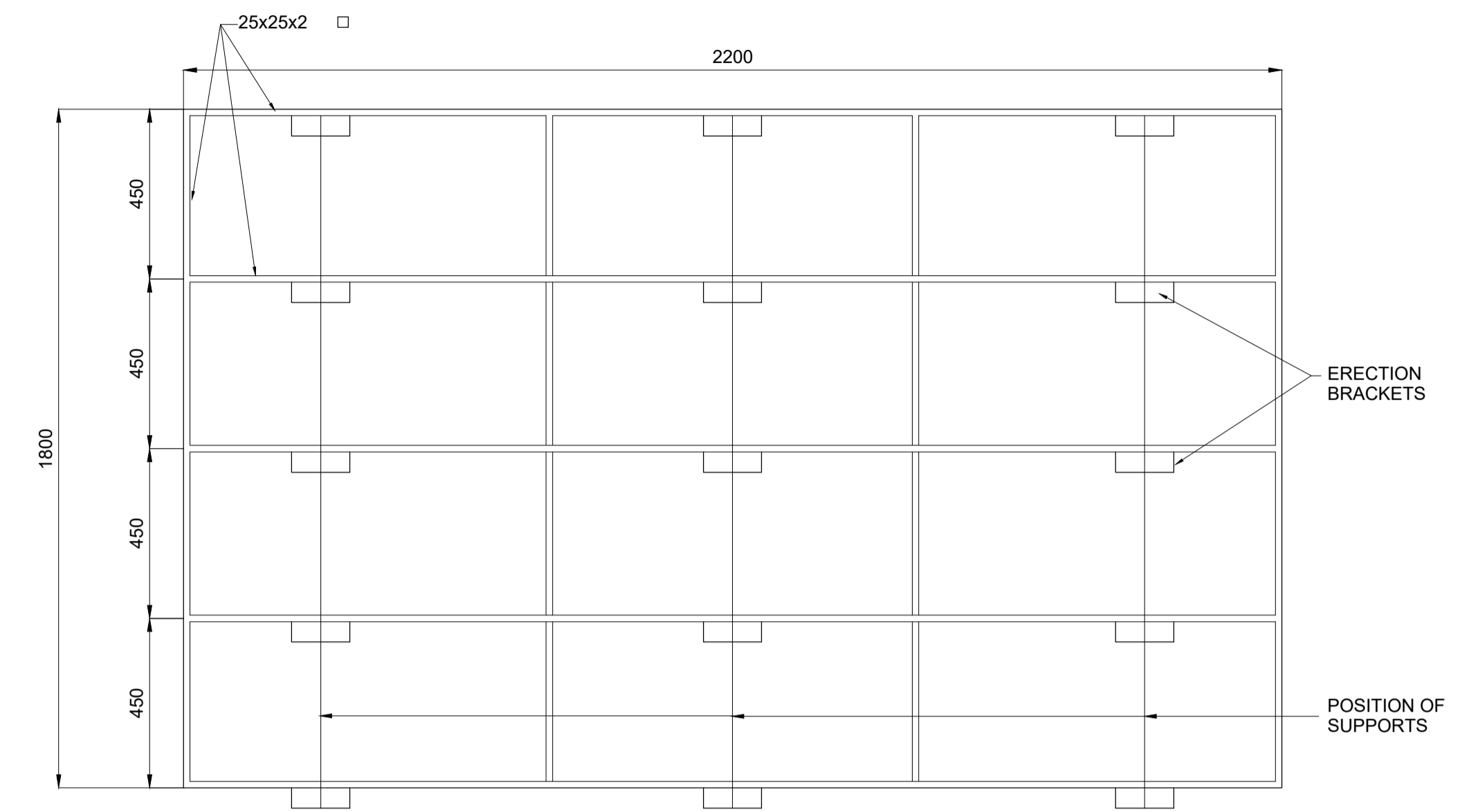
TITLE: ELECTRICAL LAYOUT

SCALE	SCALE/FRANK	CONTRACT NO.
NTS		
DATE: OCTOBER 2024	DATE: OCTOBER 2024	DATE: OCTOBER 2024
DRAWING NO: S47.2A-EE-LAY-001-T-00	DRAWING NO: S47.2A-EE-LAY-001-T-00	DRAWING NO: S47.2A-EE-LAY-001-T-00

138 Stands - Tender Purposes



FRONT ELEVATION  
N.T.S.

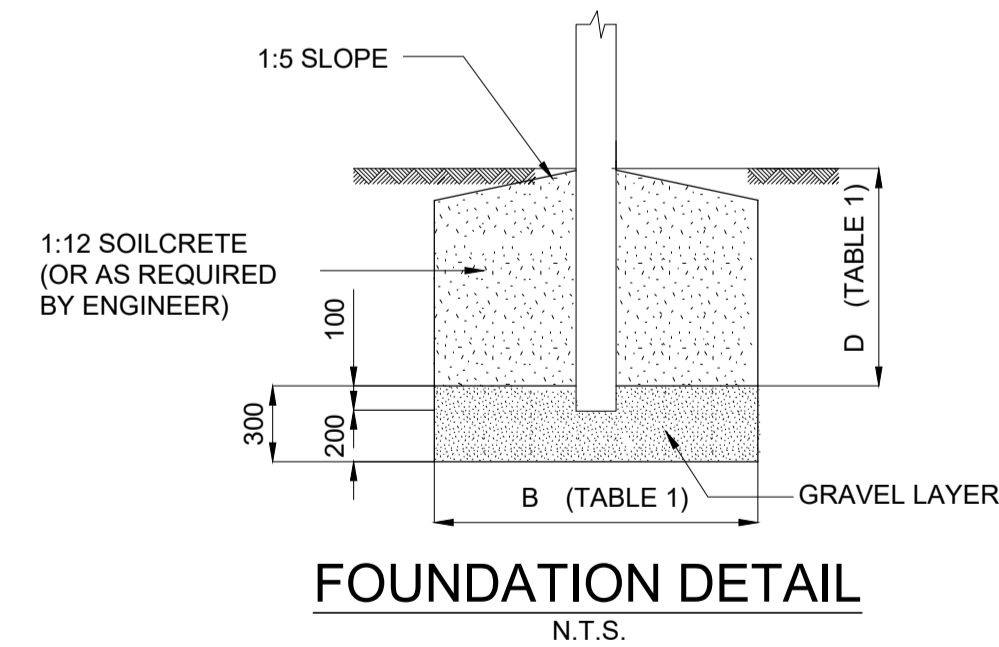


REAR SIDE BRACING  
N.T.S.

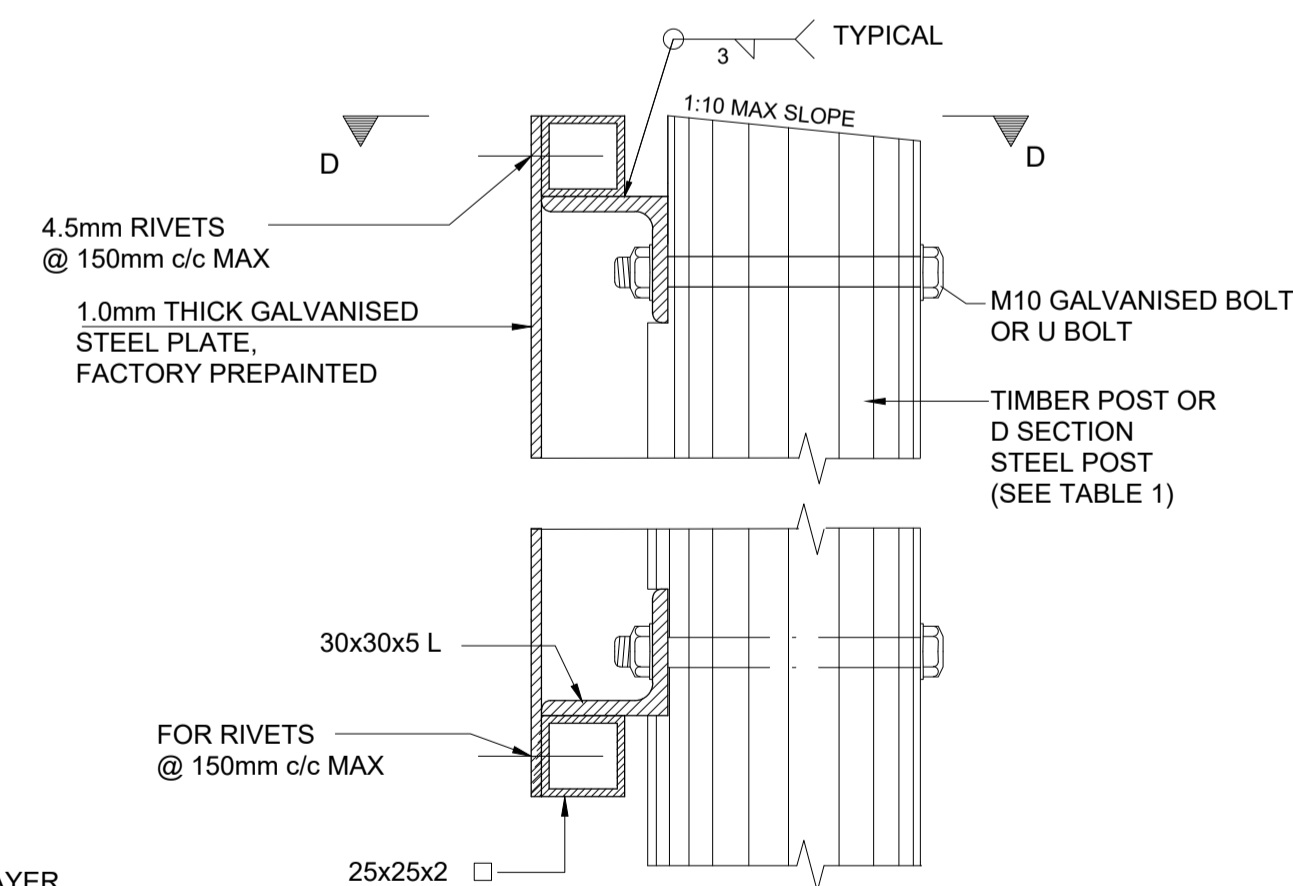
**NOTE:**

1. ALL EMBLEMS TO BE DISPLAYED IN FULL COLOUR ON A SEMI-MATT BACKGROUND.
2. DESCRIPTION: MATT-BLACK, SERIES DIN B LETTERS AND NUMBERS ON A SEMI-MATT BLUE BACKGROUND (PANTONE 429U).
3. BORDER : WHITE NON-REFLECTORIZED.
4. TWO SIGN BOARDS SHALL BE ERECTED AS DETERMINED BY THE ENGINEER.
5. SAFCEC EMBLEM ONLY, IF CONTRACTOR IS A MEMBER, ALL OTHER CASES, INCLUDING DEPARTMENTAL CONSTRUCTION, REMAIN BLANK.

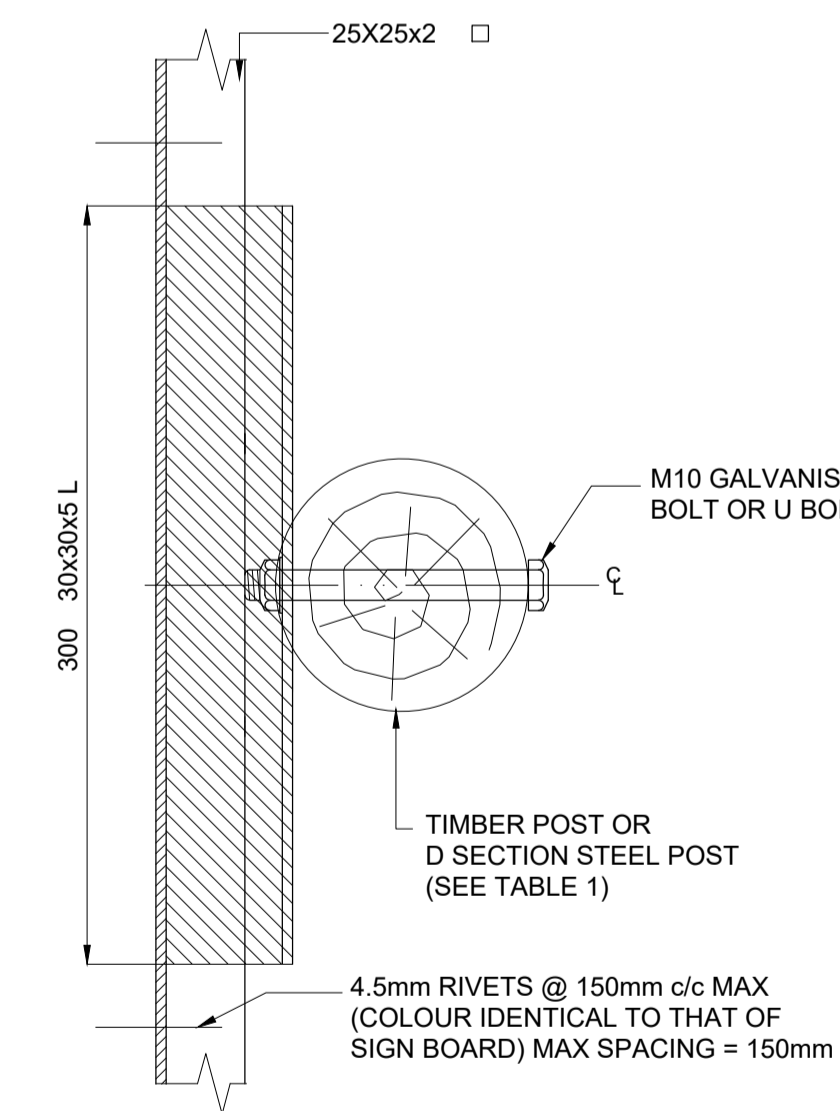
TABLE 1				
ERECTION DETAILS				
TYPE POST	UPRIGHT	STAY	D	B
TIMBER POST AND STAY	80mm	80mm	600mm	750mm
TIMBER POST	160mm	-	900mm	1350mm
D SECTION STEEL POST	100mm x 4mm	-	900mm	1350mm



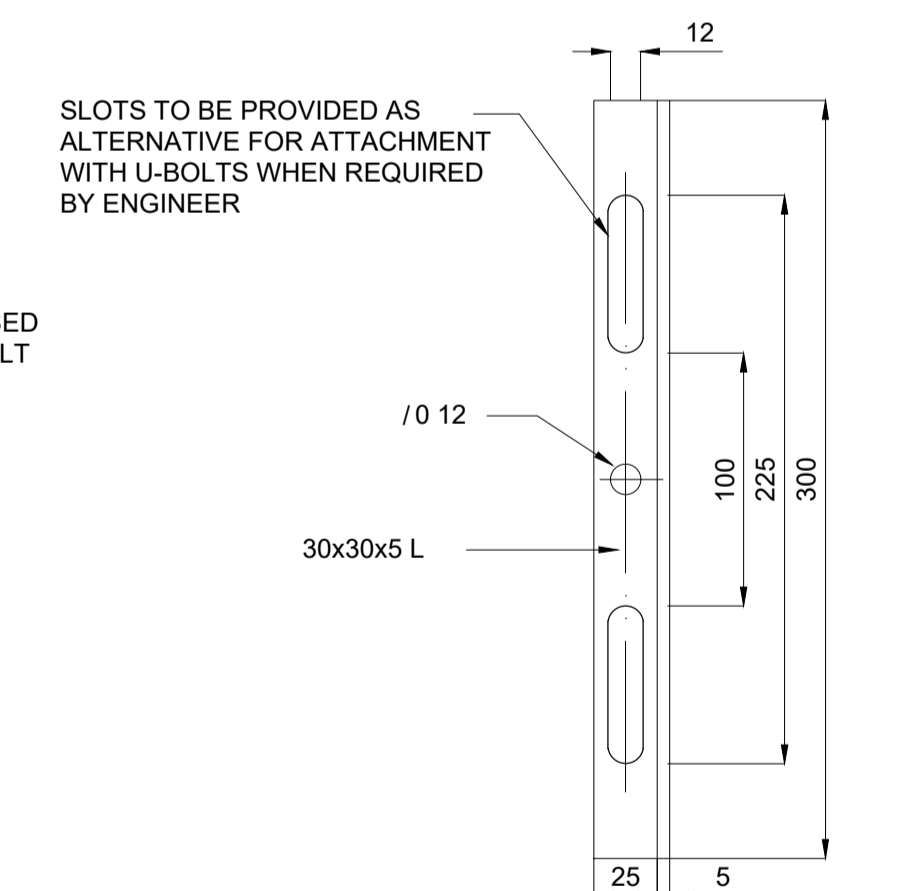
FOUNDATION DETAIL  
N.T.S.



SIDE ELEVATION  
N.T.S.



PLAN: SECTION D-D  
N.T.S.

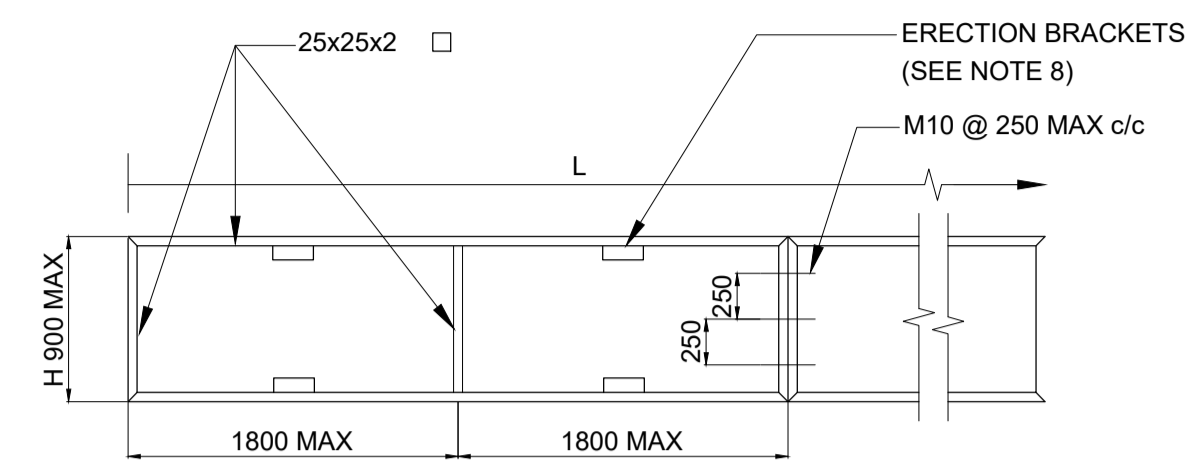


ELEVATION  
ERECTION BRACKET  
N.T.S.

**FIXING DETAIL**

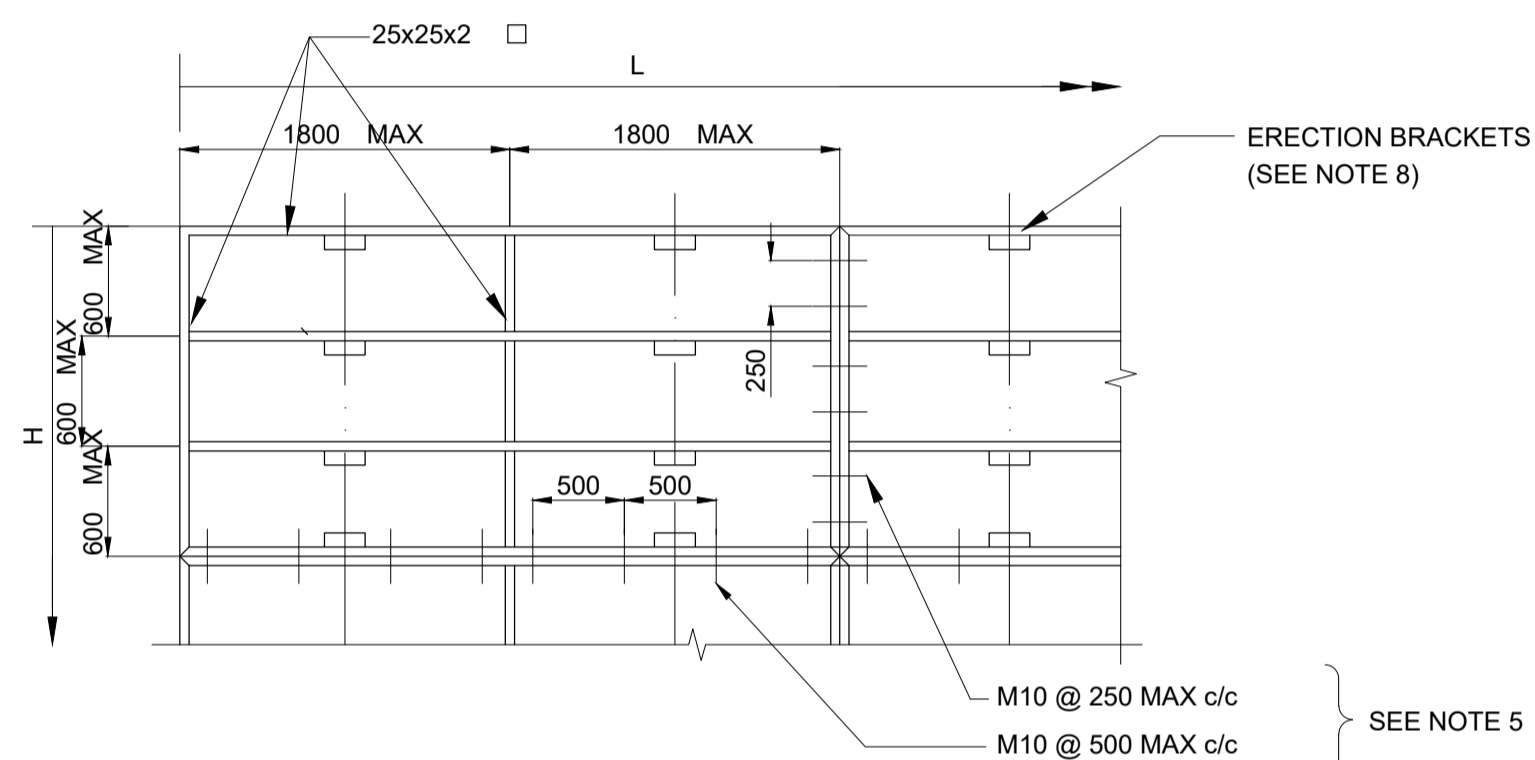
FOR TENDER

No	DATE	DESCRIPTION	ISSUED BY	CHECKED BY	SIGNATURE	CLIENT DETAILS	CONSULTANTS DETAILS	CONTRACT NO:	PROJECT TITLE:	DRAWING TITLE:	SHEET 1 OF 2
				DESIGNED BY	S.M. MPLEPO	 Dr. J.S. Moroka Local Municipality Private Bag X4012. Siyabuswa 0472 Tel: (013) 973 9126/7/8/9	 civil engineers   quantity surveyors structural engineers   project managers No. 6 Hans van Rensburg Street Office no. 14 Private Bag X9676, Postnet Suite 141 Polokwane 0700 Tel: (015) 291 1020 Email: info@sizeya.co.za	JSM/E03/26-27/W30	ELECTRIFICATION OF 138 STANDS IN PHAKE - PHASE 2B	NAME BOARD DETAILS - SHEET 1	DRAWING SCALE NTS
			DRAWN BY	L. MOJANAGA	CONSULTANTS DRAWING No.:						
00	06/2025	INITIAL ISSUE	PJ	CHECKED BY	R.R. RAVELE			PROJECT No.   DISCIPLINE   SUB-DISCIPLINE   DWG No.   STAGE   REV No. S47.2a- EE - STD - 001- T -00			



**TYPE A FRAMEWORK PANELS**  
(FOR SIGN BOARDS WHERE H < 900mm)

N.T.S



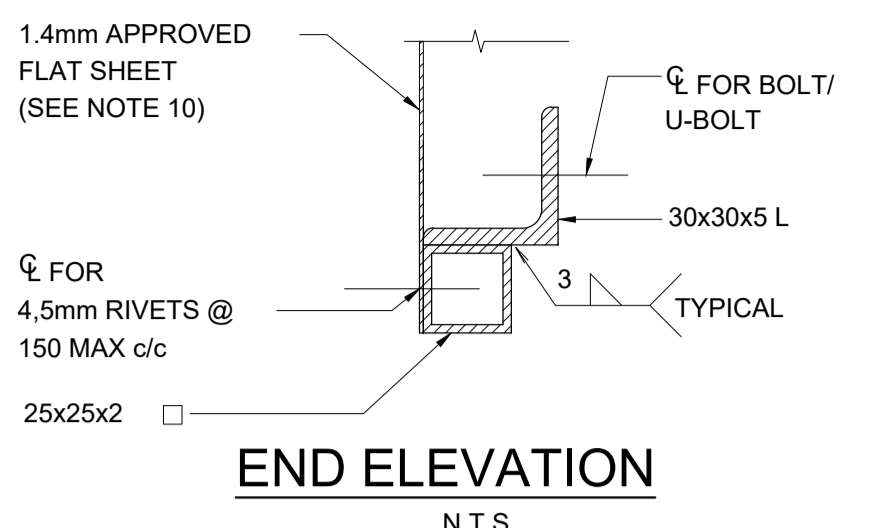
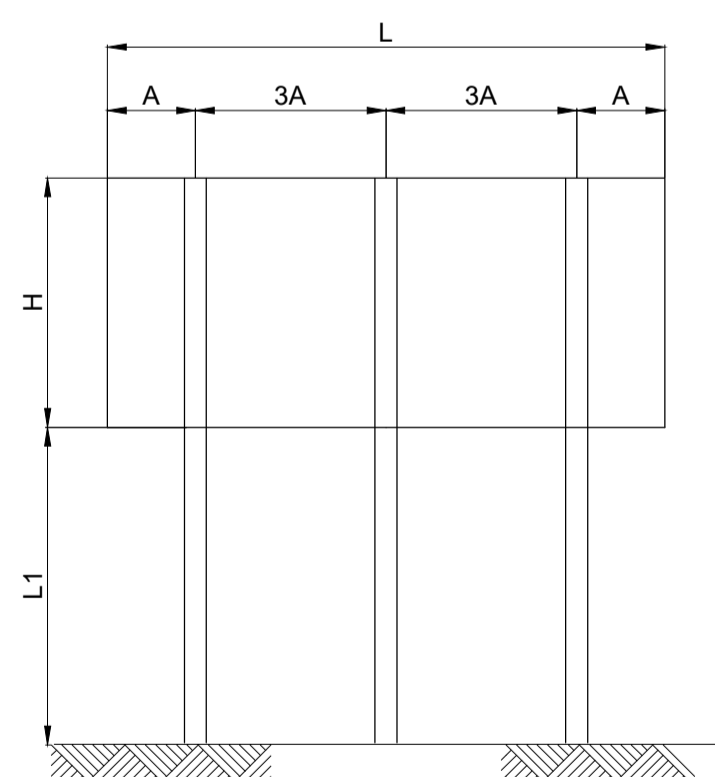
**TYPE B FRAMEWORK PANELS**  
(FOR SIGN BOARDS WHERE H > 900mm)

N.T.S

L	NUMBER OF SUPPORTS	H	A	A MAX
600 - 1500	1	R/W SIGNS	-	-
0 - 1500	1	< 900	L/2	L/2
		> 900	L/2	L/2
1500 - 3600	2	< 900	L/5	< 800
		> 900	L/5	< 700
3600 - 5400	3	< 900	L/8	< 800
		> 900	L/8	< 700
5400 - 7200	4	< 900	L/11	< 800
		> 900	L/11	< 700

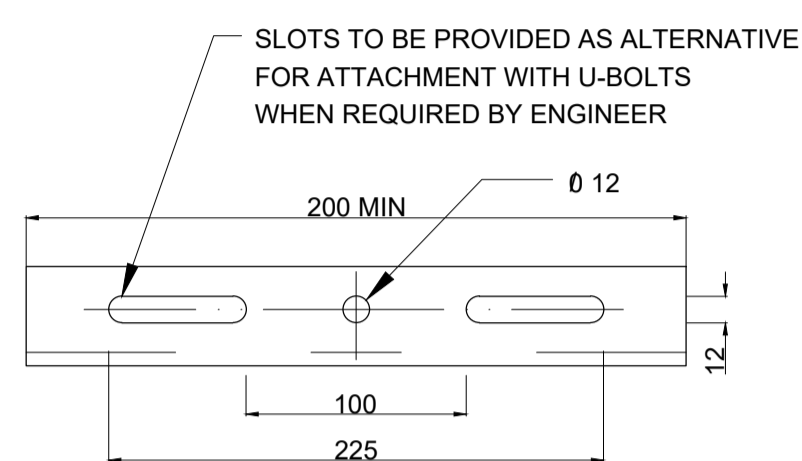
**POSITIONING OF SUPPORTS AND ERECTION BRACKETS**

N.T.S



**END ELEVATION**

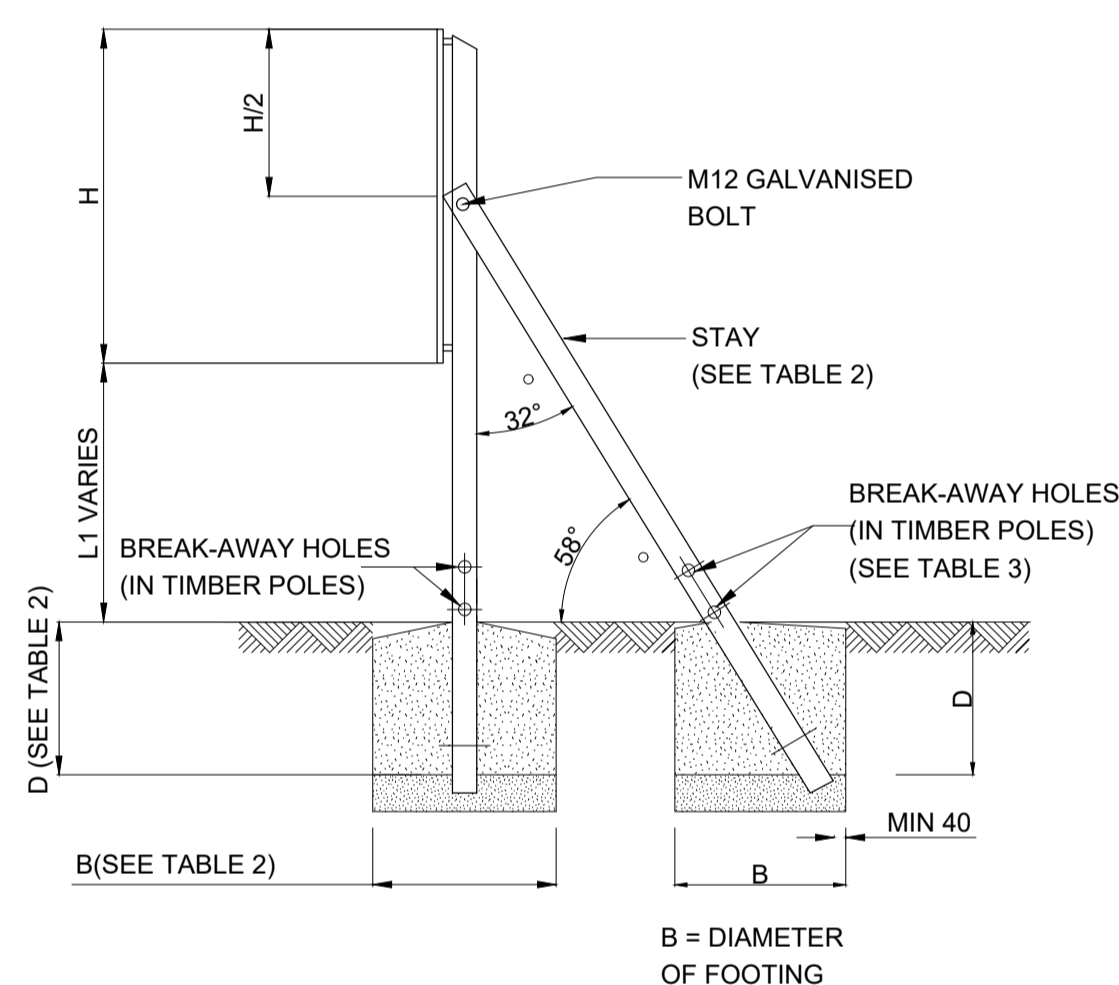
N.T.S



**FRONT ELEVATION**

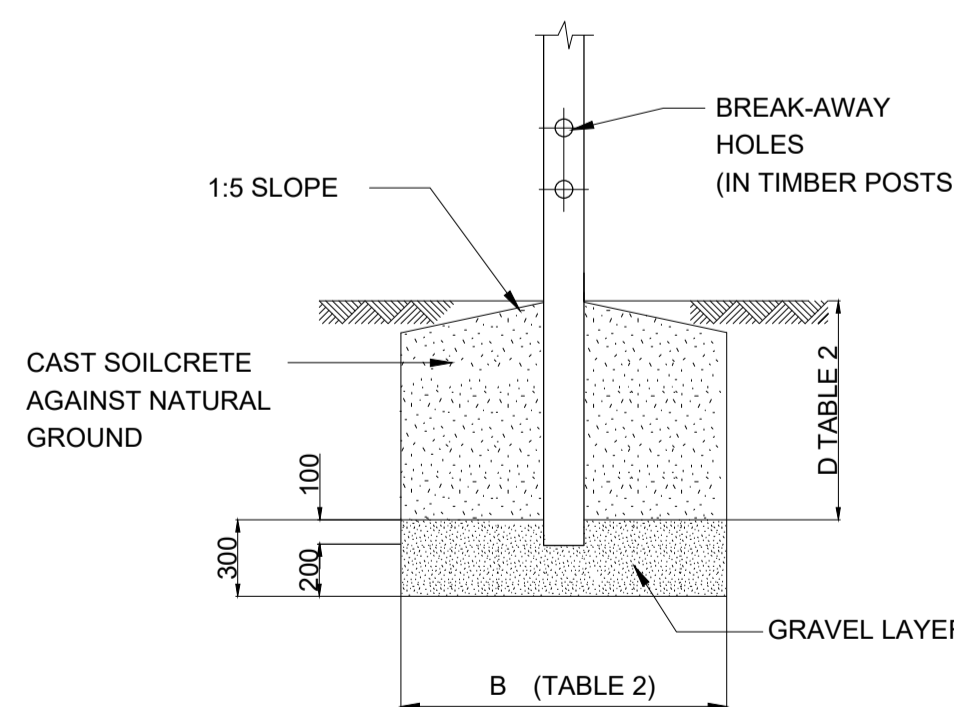
N.T.S

**TYPICAL ERECTION BRACKETS**



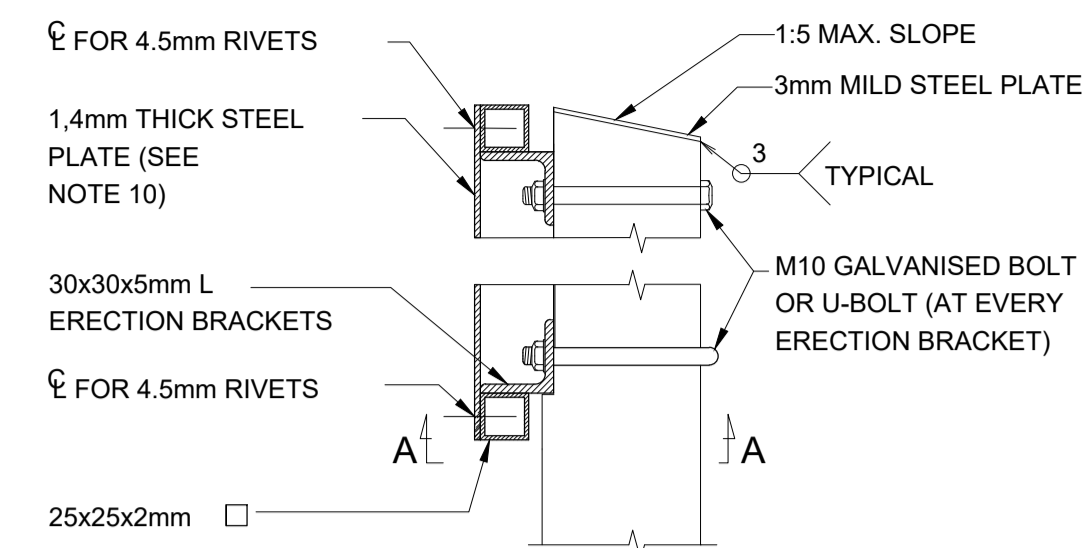
**SIDE ELEVATION OF ROAD SIGN**

N.T.S



**FOUNDATION DETAIL**

N.T.S



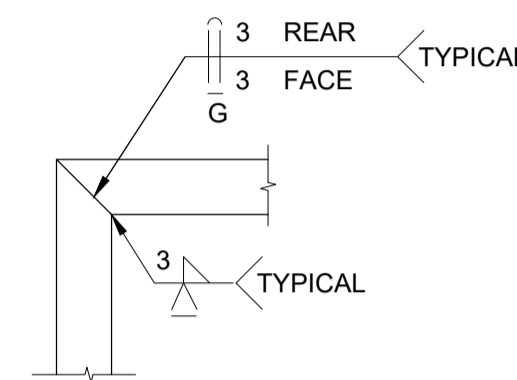
**SIDE ELEVATION**

**SECTION A-A**

(THROUGH D-SECTION STEEL POSTS)

**ATTACHMENT DETAIL FOR SIGN BOARDS**

N.T.S



**TYPICAL WELDING DETAIL**

N.T.S

**NOTES:**

- DESIGN PARAMETERS  
WIND - 1:10 YR RETURN PERIOD (V=36m/s)  
SIGN HEIGHT : 5m (PRESSURE = 1.1kPa)  
PERMISSIBLE STEEL STRESS = 165 MPa
- FRAMEWORK : 25x25x2mm COMMERCIAL GRADE MILD STEEL
- HORIZONTAL MEMBERS OF FRAMEWORK TO BE CONTINUOUS
- LARGE SIGN BOARDS TO BE MADE IN SECTIONS NOT EXCEEDING 3600 IN LENGTH AND 900 HIGH (TYPE A PANELS) OR 3600 IN LENGTH AND 1800 HIGH (TYPE B PANELS)
- SECTIONS SHALL BE JOINED WITH GALVANISED M10 BOLTS AND NUTS AT THE POSITIONS SHOWN
- ALL FRAMEWORK WELDS TO BE WELDED ALL ROUND. WELDS ON SIGN FACE SIDE TO BE GROUND TO PROVIDE SMOOTH SURFACE IN SAME PLANE AS FRAMEWORK
- FRAMEWORK TO BE PAINTED OR GALVANIZED AS PER PROJECT SPECIFICATIONS
- ERECTION BRACKETS SHALL BE WELDED TO ALL HORIZONTAL FRAMEWORK TUBES AT THE POSITION OF EACH SUPPORT, SUCH THAT THEY ARE VERTICALLY TRUE TO LINE
- MINIMUM LENGTH FOR ERECTION BRACKETS ON R/W SIGNS: 100mm
- SIGN SUBSTRATE SHALL BE GALVANISED MILD STEEL, FACTORY PREPAINTED WITH AN APPROVED SILICONE POLYESTER PAINT SYSTEM.

NOMINAL Ø OF POST	Ø OF BREAK-AWAY HOLES
100-124mm	NONE
125-149mm	35mm
150-174mm	40mm
175-199mm	50mm
≥200mm	65mm

DISTANCE BETWEEN HOLES = 350mm

SIGN HEIGHT H (mm)	L1 (mm)	FREESTANDING SUPPORTS				BRACED SUPPORTS					
		FOUNDATION		POSTS		POSTS		STAYS			
		BASE SIZE B (mm)	BASE DEPTH D (mm)	TIMBER POLE DIA (mm)	D-SECTION DIA x t (mm)	BASE SIZE B (mm)	BASE DEPTH D (mm)	TIMBER POLE DIA (mm)	BASE SIZE B (mm)	BASE DEPTH D (mm)	TIMBER POLE DIA (mm)
400-900	≤2900	950	700	120	76 x 2	500	450	80	500	450	80
	2900-3400	1000	700	120	76 x 2	500	450	80	500	450	80
	3400-5600	1150	800	120	76 x 2	550	450	80	550	450	100
900-1200	≤2900	1000	800	120	76 x 2	550	500	80	550	500	80
	2900-3400	1050	800	120	76 x 2	550	500	80	550	500	80
	3400-5600	1300	800	140	76 x 2	600	500	80	600	500	100
1200-1800	≤2900	1200	800	140	76 x 2	700	500	80	700	500	80
	2900-3400	1300	800	140	100 x 4	700	500	80	700	500	80
	3400-5600	1450	900	160	100 x 4	700	600	80	700	600	120
1800-2400	≤2900	1350	900	160	100 x 4	750	600	80	750	600	80
	2900-3400	1400	900	160	100 x 4	750	600	80	750	600	80
	3400-5600	1550	1000	180	100 x 4	750	600	80	750	600	120
2400-3000	≤2900	1450	1000	180	100 x 4	850	600	100	850	600	80
	2900-3400	1500	1000	180	100 x 4	750	700	100	750	700	80
	3400-5600	1750	1000	200	100 x 4	800	700	100	800	700	120
3000-3600	≤2900	1600	1000	180	100 x 4	850	700	100	850	700	80
	2900-3400	1650	1000	200	100 x 4	850	700	100	850	700	100
	3400-5600	1900	1000	220	100 x 4	900	700	120	900	700	120
3600-4200	≤2900	1700	1000	200	100 x 4	900	700	120	900	700	80
	2900-3400	1750	1000	200	100 x 4	900	700	120	900	700	100
	3400-5600	2000	1000	220	100 x 4	950	700	120	950	700	120
4200-4800	≤2900	1850	1000	220	100 x 4	950	700	120	950	700	100
	2900-3400	1900	1000	220	100 x 4	1000	700	140	1000	700	100
	3400-5600	2300	1000	260	100 x 4	1150	700	140	1150	700	140

**SINGLE POST REGULATORY AND WARNING SIGNS**

600-1500	≤3000	950	700	-	76 x 2	USE ONLY FREESTANDING SUPPORTS
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**FOR TENDER**

No	DATE	DESCRIPTION	ISSUED BY
00	06/2025	INITIAL ISSUE	PJ

DESIGNED BY	SIGNATURE
S.M. MPLEPO	_____
DRAWN BY	SIGNATURE
L. MOJANAGA	_____
CHECKED BY	SIGNATURE
R.R. RAVELE	_____

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Polokwane 0700  
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Email : info@sizeya.co.za

CONSULTING ENGINEER	DATE
_____	_____
PROFESSIONAL REGISTRATION No.	DATE
_____	_____
EMPLOYER'S PROJECT MANAGER	DATE
_____	_____

CONTRACT NO:	JSM/E03/26-27/W30
PROJECT TITLE:	ELECTRIFICATION OF 138 STANDS IN PHAKE - PHASE 2B
DRAWING TITLE:	NAME BOARD DETAILS - SHEET 2

SHEET 2 OF 2

DRAWING SCALE  
NTS

CONSULTANTS DRAWING No.:  
S47.2a- EE - STD -002- T -00

PROJECT No. | DISCIPLINE | SUB-DISCIPLINE | DWG No. | STAGE | REV No.  
S47.2a- EE - STD -002- T -00

PP: PRELIMINARY DESIGN / DD: DETAILED DESIGN / T: TENDER / C: CONSTRUCTION / A: AS-BUILT / I: FOR INFORMATION ONLY