

GAMAGARA LOCAL MUNICIPALITY



CONTRACT NO. GM2024/89

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

REQUIRED CIDB GRADING: **4EP OR HIGHER**

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 69-72** of this document

PREPARED BY:



GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
KATHU
8446

Contact:

Name: Mr Manuel Estavao
Telephone: (053) 723 6000
Client Ref. No. GM2024/89

Tenderer:

Total of the prices inclusive of VAT: R

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

GENERAL TENDER INFORMATION

TENDER ADVERTISEMENT DATE	:	01 August 2024
ESTIMATED CIDB CONTRACTOR GRADING	:	4EP OR HIGHER
SITE VISIT/CLARIFICATION MEETING	:	14 August 2024 @11:00 Municipal Council Chamber
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Municipal Civic Committee Hall GAMAGARA Municipality Kathu 8446
CLOSING DATE	:	12 September 2024 10H00 AM
CLOSING VENUE	:	Tender box in the foyer of Gamagara Local Municipality Corner Hendrik van Eck & Frikkie Meyer Rd Kathu 8446

Contractor

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Employer

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CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

**NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG
EXT PH2**

TENDER SUMMARY

Tender (Supply of material, Plant and Labour)

1. **Gross Tender Sum (Incl. VAT):** R.....
2. **Construction Period:** **6 MONTHS**

NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS

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 2000) 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 any pages have been removed from the bid document, and have therefore not been submitted
2. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
3. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
4. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
5. Non-attendance of mandatory/compulsory:
 - Site inspections or;
 - Information/Clarification meetings
6. The Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)
7. Very important notice Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.

The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.

8. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time

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10. Submit all municipal accounts of both the bidder and its directors. If any of the accounts is in arrears for 3 months or longer that will warrant an automatic disqualification.
11. 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 and that shall be an automatic disqualification.
12. 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.
 - (d) The Municipality may conduct a reference check and do vetting on all prospective bidders.
13. The bidder will be rejected if they are not registered in the required CIDB contractor grading designation or higher as required in the bid documentation.
14. 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.
15. Bid offers will be rejected if the bidder has abused the GAMAGARA LOCAL MUNICIPALITY's Supply Chain Management System and action was taken in terms of the GAMAGARA LOCAL MUNICIPALITY SCM Policy.
16. Form of offer not completed and signed by the authorised signatory.
17. Non submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE)
18. The contract is a Labour-Intensive Construction (L I C) project and must comply with the applicable EPWP requirements.

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

1. CLIENT, EMPLOYER, GAMAGARA LOCAL MUNICIPALITY, ENGINEER
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

Signature of Tenderer

Date

Signature of Client

Date

Contractor

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Contractor

Employer

Witness for
Employer

Tenderer Contact Details:

Company Name:
.....

Contact Person:
.....

Contact Number (cell phone):

Contact Number (office):

e-mail address:

CONTRACT NO. GM2024/89**GAMAGARA LOCAL MUNICIPALITY****NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2**

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Part T1: Tendering Procedures

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GAMAGARA LOCAL MUNICIPALITY



TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO. GM2024/89: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

Gamagara Municipality invites tenderers for contract No. GM2024/89: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2.

It is estimated that tenderers should have a CIDB contractor grading designation of **4EP** or higher.

Tender documents will be available on the e-tender website www.etenders.treasury.gov.za
Tender documents queries can be directed to Mrs Josephine Nampa at 053 723 6000, email: nampaj@gamagara.gov.za. No tender documents will be made available during the compulsory clarification meeting.

Technical queries relating to the issues of this document may be addressed to Mr. Manuel Estavao from Tel. No. (053) 723 6000, e-mail: estavaom@gamagara.gov.za

A **Compulsory site visit/clarification** meeting with representatives of the Employer will take place on the **14 August 2024 at 11:00** in the Old Council Chamber, Cnr Hendrik van Eck & Frikkie Meyer Roads, Kathu, 8446

Sealed tenders marked: *"GM2024/89: New Electrical Reticulation and 146 house connections at Ditlounge ext ph 2"* must be placed in the tender box in the foyer of Gamagara Municipality, on or before **12 September 2024 at 10:00**

Bids will be evaluated in accordance with Method 4: Financial offer and quality; qualifying tender offers will be evaluated according to the 80/20-point system, where the financial offer will account for 80 points and preferences for 20 points. Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or e-mail will also not be considered.

Mr Lebogang Seetile
Municipal Manager

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CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
Tax Clearance Pin - Is a VALID Tax Clearance Certificate/Pin attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes		No	
MBD 7.2 (Contract Form - Rendering of Services) - Is the form duly completed and signed?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers and accounts of business and ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Form of Indemnity - Is the form duly completed and signed?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

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Part T1: Tendering Procedures

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GAMAGARA LOCAL MUNICIPALITY

CONTRACT NO. GM2024/89

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following:

The Employer is the **GAMAGARA LOCAL MUNICIPALITY**.

F.1.2	Tender Documents
-------	-------------------------

Add the following:

"The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax : (011) 805 5971, e-mail : civilinfo@saice.org.za.

VOLUME 2 : The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document), in which is bound:

The Tender

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Employer

Witness for
Employer

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules
- T2.3 Other Documents required for Tender Evaluation Purposes

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 Occupational Health and Safety Agreement
- C1.5 Contract of Temporary Employment as Community Liaison Officer
- C1.6 Insurance Broker's Warranty

Part C2: Pricing Data

- C2.1 Pricing Assumptions
- C2.2 Bills of Quantities
- C2.3 Declaration

Part C3: Scope of Work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Annexes

Part C4: Site information

- C4.1 Location of the Project
- C4.2 Available Information
- C4.3 Drawings

VOLUME 4: Drawings (listed in C4.3)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.1.3 *Add the following:*

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's agent in writing to tenderers will be regarded as amending the Tender Documents.

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The Employer's Representative is:

Mrs Josephine Nampa	SCM Manager (Administrative)
Mr Manuel Estavao	Electrical Engineer (Technical)

of GAMAGARA MUNICIPALITY

Address: C/o Hendrik van Eck & Frikkie Meyer Roads, Kathu, 8446
Tel: (053) 723 6000

E-mails : nampaj@gamagara.gov.za ; estavaom@gamagara.gov.za

F.1.5 Competitive negotiation procedure

Add the following to F.1.5

A competitive negotiation procedure will **not** be followed.

F.1.6 Proposal procedure using the two-stage system

Add the following to F.1.6

A two-stage system will **not** be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1:

F.2.1.1 Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.2 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION

Only those tenderers who are registered with the CIDB, 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.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **4EP or HIGHER** class of construction work;
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.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the contractor Grading Designations see **Annex G** attached.

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F.2.7 **Clarification meeting**

Add the following:

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 **Alternative tender offers**

Add the following to F.2.12.1:

- F.2.12.1 If a Tenderer wishes to submit an alternative tender offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 19: Alterations/Amendments by tenderer in T2.2: Returnable Schedules.

F.2.13 **Submitting a tender offer**

Add the following to F.2.13.1

- F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Replace sub-clause F.2.13.2 with the following

- 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 **non-erasable ink**.

Add the following to F.2.13.3

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies

Add the following after the first sentence of F.2.13.4:

- F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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Add the following to F.2.13.5:

- F.2.13.5 The Employer's agent address for delivery of tender offers and identification details to be shown on each tender offer package are:

Identification details:

Contract number: **GM2024/89**

Title of Contract: **NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT
DITLOUNG EXT PH 2**

Add the following to F.2.13.6:

- F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following sub-clause after F.2.13.9:

- F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.15 **Closing time**

Add the following to F.2.15.1:

- F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender offer validity**

Add the following to F.2.16.1:

- F.2.16.1 The tender offer validity period is **90 days**.

F.2.17 **Clarification of tender offer after submission**

Add the following to F.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

F.2.18 **Provide other material**

- F.2.18.1 *Delete the word "notarised"*

Add the following to F.2.18.1:

Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds R 10 million:

- i) **audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;**
- ii) **a certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;**
- iii) **particulars of any contracts awarded to the Tenderer 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;**
- iv) **a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.**

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Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Tax Clearance Pin & CSD

Tenderers should submit their Central Supplier Database (CSD) Number.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.2.23.2 Bargaining Council Certificates

Where applicable, a certificate issued by the relevant Bargaining Council, could be requested.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A consolidated B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following to F.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.8 Test for responsiveness

Add the following:

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.2 above.
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is **Method 4: Financial Offer; Quality and Preference** in accordance with F.3.11.1 on page 28.

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80** points.

F.3.11.8 Scoring Preferences

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Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of **MBD 6.1: Preferencing Schedule** where preferences are granted in respect of Locality and B-BBEE contribution.

The terms and conditions of **MBD 6.1** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

- 1.1.1 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20
Locality	10
B-BBEE Status Level Contributor	10

Up to 10 tender evaluation points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	09
3	07
4	06
5	04
6	03
7	02
8	01
Non-compliant contributor	00

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F.3.11.9 Functionality Scoring (Quality)

Add the following new sub clause:

Criteria	Points
1. Experience of bidders on similar electrical projects	40
2. Experience of key personnel	30
3. Plant and equipment	20
4. Bank rating	10
TOTAL =	100

Note:

The minimum number of evaluation points for quality for a tender to be considered responsive is 70 points.

Guidance information on criteria set out above:

Relevant Experience (40 points)

Tenderer to submit required proof to achieve the intended outcomes of the project. Information required could include a list of relevant projects undertaken and for each project provide:

Experience on similar electrical projects (Proof to be provided) (40 points)

1. Tenderer has successfully completed 3 electrical reticulation projects with Construction Value greater than R 2 million of which at least 1 is equal or greater than R 5 million supported by an acceptable reference report (40 Points)
2. Tenderer has successfully completed 2 electrical reticulation projects with Construction Value greater than R 1.5 million of which at least 1 is equal or greater than R 2.5 million supported by an acceptable reference report (25 Points)
3. Tenderer has successfully completed 1 electrical reticulation project with Construction Value greater than R 1 million supported by an acceptable reference report (10 Points)

The similar electrical works project with the Highest Construction Value must have been completed within the **last 10 years (completion certificates and reference letters confirming completed projects and values)** must be submitted with tender in order to claim these points. Failing to submit proof (reference letters) will lead to no points being awarded for experience.

Experience of key personnel - Management & Supervision (Proof to be provided - 30 points)

1. Contract manager with applicable and relevant qualifications with
 - i) more than 7 years of project specific experience = 12 points
 - ii) 3 – 7 years of project specific experience = 7 points
 - iii) min of 2 years or more of project specific experience = 3 points
2. Site supervisor with applicable and relevant qualifications with
 - i) more than 7 years of project specific experience = 12 points
 - ii) 3 – 7 years of project specific experience = 7 points
 - iii) min of 2 years or more of project specific experience = 3 points

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3. Construction Health and Safety Officer with applicable and relevant qualifications with
 - i) more than 7 years of project specific experience = 6 points
 - ii) 3 – 7 years of project specific experience = 4 points
 - iii) min of 2 years or more of project specific experience = 2 points

CV's and supporting documentation of the proposed site staff and Safety Officer must be attached with the following information available)

Full Name:

Date of Birth:

Years with Current Firm:

Years' Experience:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialised education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employer references, where appropriate.

NB: Please note, upon successful appointment the Contractor shall ensure that the Project Manager, Construction Manager and Health & Safety Officer employed on the project is the same or similar in terms of points scored than the individual which CV was submitted at tender stage.

Plant and equipment (Proof to be provided - 20 points)

1. 10 ton Crane truck with bucket and nylon slings
 - i) Owned = 10 points
 - ii) Hired = 6 points
2. 1 ton LDV with roof rack and suitable ladders
 - i) Owned = 5 points
 - ii) Hired = 3 points
3. Min of 5 sets of applicable linesman safety belts, tools and earthing kits
 - i) Owned = 5 points
 - ii) Hired = 3 points

Note:-

Proof of ownership (valid eNaTis proof of purchase of equipment etc) or commitment letter from the supplier of plant to be provided to claim maximum points

Failure to affix sufficient documentation as prescribed to this form shall result in the loss of point and could result in the bid not being further considered for the award of the Contract.

Bank rating (Proof to be provided - 10 points)

Bank rating to be specific for the project and applicable CIDB grading

1. "E" or lower rating = 0 points (High risk, not to be recommended)
2. "D" rating = 2 points
3. "C" rating = 6 points
4. "B" rating = 8 points

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5. "A" rating = 10 points

A minimum of 70 points must be achieved to progress to the next phase.

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F.3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer 10% below
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate (Pin) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Replace sub-clause F.3.16.2 with the following:

- F.3.16.2** The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.18 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The

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Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Successful Tenderer shall submit in conjunction with this tender, appended to Schedule 8 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.3 Claims arising after submission of tender

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

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the

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Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

- (5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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

F.4.4 Imbalance in tendered rates

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

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

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

F.4.5 Community Liaison Officer (CLO)

It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be selected by the Employer and appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate will be advised by the Employer.

F.4.6 Invalid tenders

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

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.7 Negotiations with preferred tenderers

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

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and

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c) does not lead to a higher price than the tender as submitted.

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

F.4.8 General supply chain management conditions applicable to tenders

1) In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:

a) has furnished the Employer with that provider's:

- full name;
- identification number or company or other registration number; and
- tax reference number and VAT registration number, if any;
- Certificate of attendance at a compulsory site inspection, where applicable

b) has indicated whether:

- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
- whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.9 Combating abuse of the Supply Chain Management Policy

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

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than **three months**;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete, Part T2.2: **MBD 9: Certificate of Independent Tender Determination and Declaration** in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

F.4.0 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

F.4.14 **Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

F.4.15 **Price variations**

The Contract Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.16 **Requests for contract documents, or parts thereof, in electronic format**

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

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

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F.4.17 Minimum Wages

The Tenderer is drawn to the fact that minimum wages must be paid in terms of the Employer's guidelines.

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Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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 of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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.

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 readily read, copied and recorded. Communication 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.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with 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.

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F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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(s) 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.

F.2.10.2 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

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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.

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 one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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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 legibly in non-erasable 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" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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 shall 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.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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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.

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 requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data 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.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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 the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who 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 and, where applicable, the total of his prices, preferences claimed and time for completion 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 Were stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points 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 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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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) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 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, omissions and discrepancies

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

F3.11.1 General

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Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preference. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preference. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

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F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality as per F 3.11.9.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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F.3.14 Notice to unsuccessful tenderers

F.3.14.1 Notify the successful tenderer of the employer's acceptance of this 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.

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.15.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract (Service Level Agreement)

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

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.

F.3.19 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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Annex G
(Not applicable to this tender)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Designation	Grading	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)		1	500 000
2 (class of construction works)		2	1 000 000
3 (class of construction works)		3	3 000 000
4 (class of construction works)		4	6 000 000
5 (class of construction works)		5	10 000 000
6 (class of construction works)		6	20 000 000
7 (class of construction works)		7	60 000 000
8 (class of construction works)		8	200 000 000
9 (class of construction works)		9	No Limit

Table G2: Classes of construction work – see next page

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Table G2

CLASSES OF CONSTRUCTION WORK

Description	Designatio	Definition	Works types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and equipment distribution systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

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Description	Designatio	Definition	Works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical works, or ancillary works.	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS [SQ] Stores Walls
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

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Employer

Witness for
Employer

Contractor

Witness for Contractor

Employer

Witness for Employer

Description	Designation	Definition	Works types	Examples
Specialist works	SB	A subset of construction works identified by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Part T2: Returnable Documents

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T2.2 Returnable Schedules.....	36- 53
T2.3 MBD Forms.....	54 - 67

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T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	39
2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE	42
3: SCHEDULE OF CONSTRUCTION EQUIPMENT	43
4: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)	45
5: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	46
6: SCHEDULE OF SUBCONTRACTORS	47
7: DETAILS OF KEY PERSONNEL EXPERIENCE	48
8: HEALTH AND SAFETY PLAN	49
9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	50
10: RECORD OF ADDENDA TO TENDER DOCUMENTS	51
11: DAYWORKS SCHEDULE	52
12: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB	53

2. Other documents required for tender evaluation purposes

- All addenda released by the Engineer - append to Schedule 10
- CIDB Certificate - append to Schedule 12
- Supply Chain Management Forms - **MBD Forms** (MBD 4, MBD 6.1, MBD 7.2, MBD 8 & MBD 9)

3. Returnable Schedules that will be incorporated into the Contract

- HEALTH AND SAFETY PLAN (Schedule 8)
- RECORD OF ADDENDA TO TENDER DOCUMENTS (Schedule 10)
- DAYWORKS SCHEDULE (Schedule 11)

4.	C1.1	The offer portion of the C1.1 Form of Offer and Acceptance ...	74 - 75
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T2.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

....

Address of enterprise:

....

.....

....

.....

....

Section 2: VAT registration number, if any:

....

Section 3: CIDB registration number, if any:

.....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

..

Close corporation number

..

Tax reference number

..

Section 6: Record of service of the state

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

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of Directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of Directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE (NOT NEEDED AS ATTENDANCE REGISTER WILL BE SIGNED AT THE CLARIFICATION MEETING).

This is to certify that I/we,

of (tenderer)

.....

of (address)

.....

.....

telephone number

fax number

email address

on (date)

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

SIGNED ON BEHALF OF TENDERER:

SIGNED ON BEHALF OF EMPLOYERS REPRESENTATIVE:

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SCHEDULE 3: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

- 1. Attach valid proof of ownership (certified)**
- 2. Attach valid proof of roadworthy certificates (certified)**
- 3. Attach proof of lease agreement that includes items (1) & (2) above.**
- 4. Proof of purchase or sale**

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT ON ORDER (PROOF MUST BE ATTACHED)

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (PROOF MUST BE ATTACHED)

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

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SCHEDULE 4: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

The tenderer shall detail below or attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

A comprehensive and realistic cashflow projection must be attached and must speak to the programme of works.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNED ON BEHALF OF TENDERER:

.....

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 5: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCL. VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

.....

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 7: DETAILS OF CONTRACT MANAGER, CONSTRUCTION MANAGER/SITE AGENT'S, & CONSTRUCTION HEALTH & SAFETY OFFICER'S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Contract Manager, Site Agent and Construction Health & Safety Officer's experience in work of a similar nature to that for which their Tender is submitted. Please attach CVs. (Proof of certified certificates within 3 months)
Failure to complete this Schedule may result in the Tender not being considered.
State years of experience after qualifications and attach certified proof of qualifications.

CONTRACT MANAGER	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETE D

CONSTRUCTION MANAGER/ SITE AGENT'S	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETE D

CONSTRUCTION HEALTH & SAFETY OFFICER	NAME: NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETE D

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER:

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 8: HEALTH AND SAFETY PLAN

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

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2
SCHEDULE 9: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

.....

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 10: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 11: DAYWORKS SCHEDULE

This day work statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all this items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "Up costs".

The item "Up Cost" is left out in the case of equipment. The rate then has to include all of the above "Up Costs" mentioned as well as operator's costs, user's goods, maintenance, etc.

The Tender has to fill in all of the items listed underneath otherwise his Tender can be considered as incomplete.

A. LABOUR

- | | | | |
|----|-------------|---------------------|---------------------|
| 1. | Workers | per hour plus | % "Up-Cost" |
| 2. | Supervisors | per hour plus | % "Up-Cost " |
| 3. | Artisan. | per hour plus | % " Up-Cost " |

**B. EQUIPMENT
DESCRIPTION**

RATE PER HOUR

	In Work	Standing
TLB		
Tipper Truck cubic meters		
Compressor.....(capacity)		
.....(Specify)		
.....(Specify)		
.....(Specify)		

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

C. MATERIAL

Here, The Tenderer has to provide the Up Cost which ought to be added to the basic price:%

SIGNED ON BEHALF OF TENDERER:

.....

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

SCHEDULE 12: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

MBD FORMS

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

Contractor

Witness for
Contractor

Employer

Witness for
Employer

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number	Personal Income Tax Reference number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness for Contractor

Employer

Witness for Employer

**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

2. GENERAL CONDITIONS

2.1 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).

2.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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.

2.3 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.

2.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

2.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

- 2.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

- 2.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- 2.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
 2.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
 2.3.7 B-BBEE status level contributor certificate must be original or certified.
 2.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
 2.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
 2.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.

Contractor

Witness for Contractor

Employer

Witness for Employer

- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
 - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and SPECIFIC GOALS	100

- 2.5 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.

- 2.6 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.

3. 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, 2000 (Act No. 5 of 2000).

Contractor

Witness for
Contractor

Employer

Witness for
Employer

4. 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:

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

(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)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

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;

Contractor

Witness for Contractor

Employer

Witness for Employer

- 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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	
DATE:	

Contractor	Witness for Contractor	Employer	Witness for Employer
---	---	---	---

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

--

Contractor

--

Witness for Contractor

--

Employer

--

Witness for Employer

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

Contractor

Witness for
Contractor

Employer

Witness for
Employer

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE
MANAGEMENT ACT****(NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the GAMAGARA LOCAL Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of

(name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

Signature	Position	Date

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	69 - 72
C1.2 Contract Data.....	73 - 86
C1.3 Form of Guarantee.....	87 - 90
C1.4 Occupational Health and Safety Agreement.....	91 - 92
C1.5 Contract of Temporary Employment as Community Liaison Officer.....	93 - 95
C1.6 Insurance Broker's Warranty.....	96

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. GM2024/89: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.

..... (in

words);

R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and
address of
organization/
tenderer
.....
.....
.....

Name and
signature
of witness

Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.

Signature(s)

Name(s)

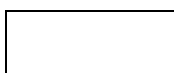
Capacity

**for the
Employer**

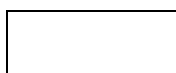
GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
KATHU
8446

Name and
signature
of witness

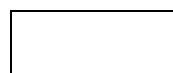
Date



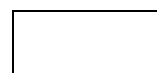
Contractor



Witness for
Contractor



Employer



Witness for
Employer

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

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

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization/
tenderer)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and Address of organization) GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
KATHU
8446

Name and signature of witness Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PHASE 2

C1.2: CONTRACT DATA

The following standardized General Conditions of Contract:

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer’s Agent and the Engineer.

The Pro-forma’s bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C1.2.2 CONTRACT SPECIFIC DATA (Specific Conditions of Contract)

The following contract specific data, referring to the **General Conditions of Contract for Construction Works, Third Edition, 2015**, are applicable to this Contract:

SC.1 Clause 1.1.1.13:

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a certificate of practical completion.

SC.2 Clause 1.1.1.14:

The time for achieving practical completion is 6 months/twenty four (24) weeks, inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of all non-working days referred to in Clause 5.8.1 and special non-working days (Clause 5.8.1).

by An alternative time for achieving practical completion can be offered in Part 2: Data Provided Contractor, which will be evaluated as part of adjudication.

SC.3 Clause 1.1.1.15:

"Employer" means the **GAMAGARA LOCAL MUNICIPALITY**. The Chairman acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated.

SC.4 Clause 1.1.1.16:

The **Engineer / Employer's Representative**, referred to in the documents, is the **Local Municipality of Gamagara** acting through a director or an official authorized thereto in writing.

SC.5 Clause 1.1.1.26:

The Pricing Strategy is a **Re-measurement Contract** as referred to in Clause 1.1.1.27

SC.6 Add the following clause after Clause 1.1.1.34:

Clause 1.1.1.35

"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

SC.7 Add the following clause after Clause 1.1.1.35.

Clause 1.1.1.36

"Letter of Notification" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC.8 Clause 1.2.1.2:

The address of the Employer is: GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
KATHU
8446
TEL.: (053) 723 6000
FAX: (053) 723 2021

Email Address: estavaom@gamagara.gov.za

The address of the Engineer is: MVM Africa Consulting Electrical Engineers
Sussex Office Park
Corner Sussex and Lynnwood Rd
Lynnwood
PRETORIA
0001
TEL.: (012) 348 2785
FAX: (015) 297 2442

Email Address: pierre@mvmafrica.co.za / steyn@mvmafrica.co.za

SC.9 Clause 3:

The Engineer / Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.2.1 Nomination of Engineer's Representative
2. Clause 3.3.4 Engineer's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

SC.10 Clause 4: BASIS OF CONTRACT

Add the following before sub-clause 4.1.1:

"Contract Agreement

The Contractor and the Employer shall enter into a Contract Agreement within **21 days** after the Contractor receives the written notice of C1.1.2 Acceptance unless they agree otherwise. The Contract Agreement shall be based upon the C1.1.4 Contract Agreement form included in the tender document. The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer."

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) C1.1.3 Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;
- (2) C1.3 Form of Guarantee has been completed by the Contractor and approved by the Employer;
- (3) An original valid Tax Clearance Certificate (valid on date of signing the Agreement) has been submitted and approved;

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- (4) Insurances (as specified) with proof of validity have been provided by the Contractor and approved by the Employer;
- (5) C1.4 Occupational Health and Safety Agreement has been completed and signed by both parties;
- (6) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993 has been provided by the Contractor and approved by the Employer.

SC.11 *Add the following clause after Clause 4.3.2.:*

Clause 4.3.3

The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within **fourteen (14) days** after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

SC.12 *Add the following clause after Clause 4.3.3.:*

Clause 4.3.4

The Contractor shall provide proof to the Employer, within **14 days** from the date of delivery of the Acceptance, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993."

SC.13 Clause 4.4.3

Add the following new sub-clause:

Clause 4.4.3.1 "The procedure for Selected Subcontractors shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,
- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
 - (v) any claims as aforesaid.

SC.14 Clause 4.10.1:

Add the following:

The Contractor shall make use of local labour as far as possible where manual labor is required and remuneration must be paid according to the minimum wages for the region.

SC.15 Clause 4.10.3:

Add the following clause after Clause 4.10.2:

The Contractor must provide adequate accommodation, offices and latrine facilities for his labour and employees and the Contractor shall bear all relevant associated costs for the duration of the contract. For the duration of the contract all latrines must comply to the relevant regulatory of local-, provincial and/or central government requirements and must be placed in such a manner that it will meet the Engineers approval. If at any time during the contract the Contractor fails to meet these requirements, the Engineer shall have the right to put in place all measures to rectify and/or provide adequate sanitary conditions, with all costs incurred hereto to be recovered from the Contractor.

SC.16 Clause 4.12.4:

Add the following clause after Clause 4.12.3:

It is not the responsibility of the Engineer or his Agent on site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Engineers, Foreman, Surveyors, Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that adequate management, control, and/or execution of the works is obtained during the duration of the contact.

SC.17 Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

SC.18 Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is **14 days**.

SC.19 *Add the following clause after Clause 5.3.3:*

Clause 5.3.4:

The Contractor shall commence executing the works within **14 days** from the Commencement Date.

The Commencement Date will be the day when all of the following takes place:

- Site Handover to the Contractor
- The above will take place within 7 days of the issue of the Letter of Acceptance.

SC.20 Clause 5.4.2:

Add the following:

The proposed works must be measured and pegged out from existing pegs and structures. The Contractor is responsible for the pegging and setting out of the works, as well as for the heights where required. The Contractor is responsible to check all reference pegs before commencing with the works and should there be any ambiguities, the contractor must inform the Engineer.

SC.21 Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

SC.22 *Add the following clause after Clause 5.4.3:*

Clause 5.4.4:

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

SC.23 Clause 5.6.1:

Add the following:

The Contractor shall deliver a detailed programme of work to the Engineer within **fourteen (14)** days from the Commencement Date. The Contractor must indicate and make provision in his program for the accommodation of the works that will be carried out by the Sub-Contractors. The employer or the employer's agent will not be liable in any way for deviations from the program, or as a result of target dates not met on the critical path via the Contractor or the Sub-Contractors and it remains the full responsibility of the Contractor to manage the works according to his program.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC.24 Clause 5.8.1:

Non-working days are Sundays.

Special non-working days are all gazetted public holidays falling outside the year end break.

SC.25 *Add the following clause after 5.8.2:*

Clause 5.8.3:

The yearend break commences as Gazetted.

SC.26 Clause 5.9.1:

Add the following to the clause:

“The drawings shall remain the property of the employer and the Contactor will sign receipt for the acceptance thereof. The copyright on all documents remains with the employer and no drawings or parts thereof may be duplicated without approval by the Engineer.”.

SC.27 *Add the following clause after 5.9.7:*

Clause 5.9.8:

“Three paper prints of each Drawing will be furnished free of charge to the Contractor. Additional prints of the same Drawings will be for the Contractors account”.

SC.28 *Add the following clause after 5.9.8:*

Clause 5.9.9:

“Only dimensions shown on the Drawings may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer. All dimensions shown on the drawings must be checked by the Contractor on Site before any part of the Works is commenced with”.

SC.29 Clause 5.12.2.2:

Add the following:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However extension of time shall be granted in accordance with the provisions of Clause 5.12 in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal conditions shall be deemed to exist. The number of **working days** quoted below for each calendar month shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions by the Contractor.

Month	Working Days	Month	Working Days
January	1	July	3
February	1	August	4
March	2	September	2
April	2	October	2

Contractor

Witness for
Contractor

Employer

Witness for
Employer

May	3	November	2
June	3	December	1

Extension of time in terms of Clause 5.12 based on abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof according to the formula given below, for the full contract period including any extension thereof.

$$V = (N_w + N_n) + \frac{(R_w - R_n)}{X}$$

- V = Extension of time in calendar days regarding the calendar month under consideration.
- N_w = Actual number of days during the calendar month whereupon a rainfall of Y mm or more was recorded.
- N_n = Average number of days during the relevant calendar month whereupon, according to existing rainfall data, a rainfall of Y mm or more was recorded.
- R_w = Actual rainfall in mm, for the calendar month under consideration.
- R_n = Average rainfall in mm, for the calendar month derived from existing rainfall data.
- X = This is regional factor and shall varies from 5mm/calendar month for dry areas to 20mm/calendar month for wet areas. Clay soil must have a lower value than a lower value as sandy granular soil, since it will take longer to dry out.
- Y = This is the intensity of rain that will cause the cessation of work and can be about 10 mm/day.

- For the purpose of the contract, N_n, R_n, X and Y shall have the values as provided in the Annexures to the tender and/or the specifications.
- The total extension of time is the algebraic sum of the monthly totals for the subject period under consideration.
- Extension of time for part of a month, shall be calculated by using the pro-rata values of N_n and R_n for the relevant calendar month. If the algebraic sum of the monthly totals is negative, no reduction in contract completion time will be applicable due to abnormal rainfall conditions.
- The formula dos not take into account any delays as a result of flood damage that will result in further or simultaneous delays. The delays as a result of flood damage must be handled separately for the purposes of extension of time on the completion time.

SC.30 Add the following clause after 5.12.4:

Clause 5.12.5:

Extension of Time due to delays and abnormal climatic conditions will be dealt with as determined by the Engineer. The Contractor shall be responsible to specify his claim with regard to the amount and type of resources involved. Only items on the critical path shall be considered and payment for time related cost will be subject to the decision of the Engineer. The Contractor must adhere to the following conditions:

Sub Clause 5.12.5.1

Only items that occurs on the critical path and which will have a significant influence on the completion date shall be considered.

Sub Clause 5.12.5.2

Contractor

Witness for
Contractor

Employer

Witness for
Employer

The Contractor must, after submitting the necessary proof and documentation to the Engineer, reach an agreement on site between himself and the Engineer with regard to the reasons and duration of the delay.

Sub Clause 5.12.5.3

The Contractors is responsible to provide all supporting documentation in order to substantiate any claim for delay. Any claim will only be considered if the Contractor informed the Engineer in writing, within **twenty eight (28) days** from the start of such a delay, to the cause and duration of the delay.

SC.31 Clause 5.13.1:

The penalty for failing to complete the Works is **R 2 500.00** per **calendar day**.

SC.32 Clause 5.16.3:

The latent defect period is **1 year**.

SC.33 Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

SC.34 Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

SC.35 Clause 6.3:

Add the following sub clauses after Clause 6.3.3:

Sub clause 6.3.3.1:

If the scope of the work increased or decreased by a percentage in excess of **25%** the tendered amounts in Section 1200AH items 1.2 will be adjusted pro-rata. No changes to the above items will be considered in case of an increase or decrease of less than 25% variation in the contract amount.

Sub clause 6.3.3.2:

All rates will be fixed as tendered irrespective of the percentage variation.

SC.36 Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10 per cent**.

SC.37 Sub-clause 6.6.1 : Provisional sums

In the second line of sub-clause 6.6.1.2, after the words "sum or sums" insert the words " , excluding VAT,".

In the first line of sub-clause 6.6.1.2.1, after the words "sum or sums" insert the words " , excluding VAT,".

Contractor

Witness for
Contractor

Employer

Witness for
Employer

In the fourth line of sub-clause 6.6.1.2.2, after the words “amount” insert the words “, excluding VAT,”.

SC.38 Sub clause 6.6.2 : Prime cost sums

In the fourth line of sub-clause 6.6.2, after the words “price” insert the words “, excluding VAT,”.

SC.39 Clause 6.8.2:

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

x = N/A
a = N/A
b = N/A
c = N/A
d = N/A

The Consumer Price Index “L” to be used shall be the index for the Northern Cape’s “other urban areas” and “F” shall be the index for Diesel Fuel, as published by SAFCEC.

The base month for the purposes of calculating Contract Price Adjustment (CPA) shall be shall be **N/A** .

SC.40 Clause 6.8.3:

Price adjustments for variations in the costs of **special materials** are not allowed.

SC.41 Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after **28 days** before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

SC.42 Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**, upon proof of ownership.

SC.43 Subclause 6.10.2:

Add the following:

“Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents.”

SC.44 Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defect Liability Period shall be 5% of the Contract Price, including payment for contingencies and Contract Price Adjustment. **A guarantee in lieu of retention is permitted.**

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC.45 Clause 6.10.4:

Add the following to the existing clause 6.10.4:

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

SC.46 Clause 6.10.5.1:

In the sixth line, delete the words “.. Of the second half ..”

SC.47 Clause 6.10.10: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Engineer in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

SC.48 Clause 6.11:

Amend the percentage from **15 percent** to **25 percent** in the title and in the Clause.

SC.49 Clause 8.4.1:

Add the following to the existing clause 8.4.1:

The Contractor must make provision on his own cost for the protection of the works and shall be liable for all costs and/or claims against him or against the Employer or the employer's Agent, resulting from negligent or insufficient safety measures during the execution of the works. The Employer reserves the right to recover any such costs from the Contractor. The Contractor must notify the Engineer within 48 hours, after receiving such a claim against him. If after ninety(90) days after receiving such a claim the Contractor has failed to settle the dispute, the Engineer reserves the right to investigate the claim and to take the necessary measures to resolve the dispute at the cost of the Contractor.

SC.50 Clause 8.6.1:

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 200 000.00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

SC.51 Clause 9.2.1:

Add the following Sub Clauses after Sub Clause 9.2.1.3.7:

Clause 9.2.1.3.8

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.9

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 9.2.1.3.10

"The Contractor fails to provide the required Guarantee and insurances within the prescribed time."

SC.52 Clause 10.5.:

Dispute resolution shall be by mediation, failing which by arbitration.

SC.53 Clause 10.8.1:

"The determination of disputes shall be by Court proceedings."

Add the following after Clause10:

SC.54 Clause 11: Contractor to provide everything necessary

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

SC.55 Clause 12: Details to be confidential

Contractor

Witness for
Contractor

Employer

Witness for
Employer

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C1.2.3 SUMMARY OF CONTRACT SPECIFIC DATA

Reference to	Clause	Information
Contractor	1.1.1.9	
Employer	1.1.1.15	GAMAGARA LOCAL MUNICIPALITY
	1.2.1.2	GAMAGARA Local Municipality C/o Hendrik van Eck & Frikkie Meyer Roads Kathu 8446
Engineer	1.1.1.16	MVM Africa Consulting Electrical Engineers Sussex Office Park Corner Sussex and Lynnwood Rd Lynnwood PRETORIA 0001 TEL.: (012) 348 2785 FAX: (015) 297 2442 / (012) 348 5291
Year end break	1.1.1.12 & 5.8.3	As Gazetted.
Contract Guarantee	6.2.1	Within 14 days of the Commencement Date
Guarantee Sum	6.2.1	10% of the total tender award sum
Commencement of Works	5.3	Within 14 days of Commencement Date
Programme of Works	5.6	Within 14 days of Commencement Date
Insurances	8.6.1.1.2	R0-00
	8.6.1.1.3	R200 000-00
Limit of indemnity	8.6.1.3	R1 000 000-00 per claim, claims unlimited during construction and defects liability periods
Other Insurances	8.6.1.5	To be included in Contractors All-Risk Insurance
Daywork percentages	6.5.1	Refer to Schedule 11 of Part T2 Returnable Documents
Special non-working days	5.8.1	Sundays and all public holidays as well as year end breaks.
Time for Completion	5.5.1	6 MONTHS / 24 (WEEKS) from Commencement including year end break/s, public holidays and any other non-working days. Tendered time for completion shall apply.
Penalty for Delay	5.13	The penalty for failing to complete the Works within the Tendered Contract Period is R 2 500-00 per calendar day.
Contract Price Adjustment a = N/A b = N/A c = N/A d = N/A	6.8.2	N/A The following values for the different factors are to be used: x = N/A a = Labour b = Contractor's Equipment c = Material d = Fuel
Minimum amount of interim payment certificate	6.10.1	Cashflow must correlate with specified Contract Period
Materials on Site	6.10.1.5	Will be paid after installation.
Retention Money	6.10.3	The percentage of 10% Retention of Contract Price on the amounts due to the contractor, reduced to 5% on completion. Retention Guarantee will be accepted.
Defects Liability Period	1.1.1.13	12 Months from the issuing of Certificate of Completion
Dispute Resolution	10.5, 10.7 & 10.8	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT NO. GM2024/89

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C1.3 Form of Guarantee

PERFORMANCE GUARENTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means: GAMAGARA LOCAL MUNICIPALITY

“Contractor” means:

“Engineer” means: MVM AFRICA CONSULTING ELECTRICAL ENGINEERS

“Works” means: **CONTRACT NO. GM2024/89: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2.**

“Site” means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

“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: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

Contractor	Witness for Contractor	Employer	Witness for Employer
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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 comes 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 surety ship;
 - 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; or
 - 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 payments 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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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.
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 and 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
(1)..... signatory

Capacity.....

Guarantor's
(2)..... signatory

Capacity.....

Witness
(1)..... signatory

Witness
(2)..... signatory

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 1 November 2011) approved for issue of contract guarantees. Guarantees from any other institution not listed below will not be accepted without prior approval by the Engineer.

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Industrial Development Corporation of South Africa
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole Corporate and Investment Bank
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Etana Insurance Company Ltd.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Zurich Insurance Co.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C1.4 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN GAMAGARA LOCAL MUNICIPALITY
(HEREIN AFTER CALLED THE "EMPLOYER") AND**

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

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

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

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

COID ACT Registration Number:
OR Compensation Insurer:
Policy No.:

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

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

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

I hereby also undertake to comply with the Occupational Health and Safety Specification (**Attached in
Annexure A**) and Health and Safety Plan provided by our company based on the client's documented
Health and Safety Specifications contemplated in regulation 5(1)(b).

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of the Client

Contractor

Witness for
Contractor

Employer

Witness for
Employer

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C1.5 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **GM2024/89**

PROJECT DESCRIPTION: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

AGREEMENT made between the CONTRACTOR

and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date that his/her contract commence with the contractor to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **at least the minimum rate as prescribed by the Gamagara LM** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9 hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.
- If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.
- If the site works later than 1 p.m., the CLO will be paid the full daily wage.
- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stay-aways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) will full or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
- The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor:.....

Community Liaison officer:

Date:.....

Contractor

Witness for
Contractor

Employer

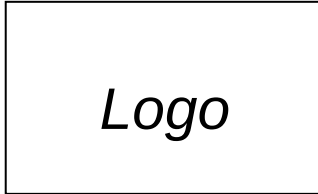
Witness for
Employer

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C1.6 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

**GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
KATHU
8446**

CONTRACT NO.: **GM2024/89**

CONTRACT TITLE: **NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT
DITLOUNG EXT PH 2**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the GAMAGARA LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	98 - 99
C2.2 Bill of Quantities.....	105 - 115

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications, Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only source of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bill of Quantities are estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution 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 tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. If a nil rate is entered against an item, it will be considered that there is no charge for that particular item (even should the quantity subsequently increase).
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

10. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The Employer has the right whereas any measurements and/or payments were made before the final Payment Certificate to inspect it and if it is incorrect to correct it. The Employers has the right to remove and correct any work not complying with the specification before the submission of the last Payment Certificate.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C2.2 Bill of Quantities

BILL OF QUANTITIES

NOTE: THE RATES ONLY BILL OF QUANTITIES FOR DITLOUNG EXT ELECTRIFICATION OVERHEAD (146 STANDS) PHASE 2 IS INCLUDED AS PART OF THIS BILL OF QUANTITIES. THIS IS A RATES ONLY BILL AND SUM TOTAL OF THE RATES SHOULD NOT BE INCLUDED IN THE TOTAL PRICE OF THE TENDER

Contractor

Witness for
Contractor

Employer

Witness for
Employer

ELECTRICAL COST FOR NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

PROJECT NAME: NEW ELECTRICAL RETICULATION AT DITLOUNG EXT PHASE 2

CONSULTANTS: MVM AFRICA CONSULTING ELECTRICAL ENGINEERS

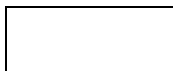
CLIENT: GAMAGARA LOCAL MUNICIPALITY

NUMBER OF CONNECTIONS

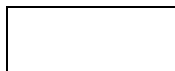
146

SUMMARY OF BILLS OF QUNTITIES

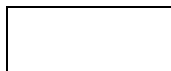
		AMOUNT IN RANDS		
Item	Description	TOTAL MATERIAL	TOTAL LABOUR	TOTAL PRICE
A	PRELIMINARIES AND GENERAL			
B	PEGGING OF WORKS (MV AND LV) AND CAPTURING OF AS-BUILT			
C	DIGGING HOLES (LIC)			
D	PLANT POLES			
E	MV STRUCTURES (DUAL PHASE)	N/A	N/A	N/A



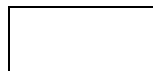
Contractor



Witness for
Contractor



Employer



Witness for
Employer

F	MV STRUCTURES (THREE PHASE)			
G	MV STAYS			
H	LV STRUCTURES			
I	LV STAYS			
J	SERVICE BOXES			
K	STRINGING			
L	TRANSFORMER INSTALLATION			
M	LV PROTECTION MORSDORF FUSES			
N	INSTALLATION EARTHING			
O	POLE NUMBERING			
P	COMMISSIONING			
Q	OTHER			
R	HOUSE CONNECTIONS			
S	EXCAVATE AND PLANT POLES (LIC)			

Contractor

Witness for
Contractor

Employer

Witness for
Employer

T	CONDUCTOR (SERVICE CONNECTIONS)		
	SUB TOTAL EXCL VAT		
	ADD CONTINGENCIES 10%		
	TOTAL EXCL VAT		
	TOTAL INCLUDING 15% VAT		

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

PRICING SCHEDULE

NOTE: THE RATES ONLY BILL OF QUANTITIES FOR DITLOUNG EXT. ELECTRIFICATION OVERHEAD (146 STANDS) PHASE 2 IS INCLUDED AS PART OF THIS BILL OF QUANTITIES. THIS IS A RATES ONLY BILL AND SUM TOTAL OF THE RATES SHOULD NOT BE INCLUDED IN THE TOTAL PRICE OF THE TENDER

ELECTRICAL COST FOR NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PHASE 2									
PROJECT NAME: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PHASE 2									
CONSULTANTS: MVM AFRICA CONSULTING ENGINEERS									
CLIENT: GA MAGARA LOCAL MUNICIPALITY									
A	PRELIMINARIES AND GENERAL	Unit	Mqty	Mrate	LQty	LRate	Mtotal	Ltotal	Total
1	Site Camp, store, personnel, rental, transport, delivery, notice boards , security etc. (P & G's)	Sum	1		1				
2	Compliance with OHS ACT incl. safety file, safety. Inspections and Building Regulations 2014	Sum	1		1				
3	Allow for Professional Registered Occupational health and Safety officer (Prov. Amount)	Sum	0	R -	1	R 45 000,00	R -	R 45 000,00	R 45 000,00
4	Payment of CLO (Prov. Amount)	Sum	0	R -	1	R 60 000,00	R -	R 60 000,00	R 60 000,00

Contractor

Witness for
Contractor

Employer

Witness for
Employer

5	PPE for EPWP workers and CLO (Prov. Amount)	Mths	6	R 30 000,00	0	R -	R 30 000,00	R -	R 180 000,00
6	Payment of EPWP workers (Prov. Amount)	Sum	0	R -	1	R 150 000,00	R -	R 150 000,00	R 150 000,00
7	Provision for travelling costs of Consulting Engineer (Prov. Amount)	Sum		R -	1	R 60 0000,00	R -	R 60 0000,00	R 60 0000,00
	SUB-TOTAL								

Contractor

Witness for
Contractor

Employer

Witness for
Employer

BILLS OF QUANTITIES FOR ELECTRIFICATION OF DITLOUNG PHASE 2 IN OLIFANTSHOEK (146 STANDS)									
Item	Description	Unit	MQty	MRate	LQty	LRate	Mtotal	Ltotal	Total
B	Pegging out the works	Unit	MQty	MRate	LQty	LRate	M Total	L Total	Total
1	MV Pegging (including applicable stand pegs)	sum					Provisional	Sum	30,000.00
2	LV Pegging (including applicable stand pegs)	sum					Provisional	Sum	30,000.00
3	As-Built Drawings	Sum			1				
4	Bush Clearing and Tree Felling	m			1500				
SUB-TOTAL									
C	Digging Holes								
C.1	LV stay hand	e.a.			30				
2.3	Rock Drill	e.a.			20				
2.4	Compressors	e.a.			11				
2.5	MV stay hand	e.a.			30				
2.7	Rock Drill	e.a.			20				
2.8	Compressors	e.a.			15				
2.9	7m Pole hand	e.a.			5				
2.11	Rock Drill	e.a.			3				
2.12	Compressors	e.a.			2				
2.13	9m Pole hand	e.a.			40				
2.15	Rock Drill	e.a.			20				
2.16	Compressors	e.a.			19				
2.17	11m Pole hand	e.a.			10				
2.19	Rock Drill	e.a.			10				
2.2	Compressors	e.a.			7				
2.21	13m Pole hand	e.a.			2				
2.23	Rock Drill	e.a.			1				
2.24	Compressors	e.a.			1				
SUB-TOTAL									
C									

Contractor

Witness for
Contractor

Employer

Witness for
Employer

D	Plant poles								
D.1	7m Wood 120-140mm tops	e.a.	10		10				
D.2	9m Wood 140-160mm tops	e.a.							
D.3	9m Wood 160-180 mm tops	e.a.	79		79				
D.4	10m Wood 160-180mm tops	e.a.							
D.5	10m Wood 200-220mm tops	e.a.							
D.6	11m Wood 160-180mm tops	e.a.	27		27				
D.7	11m Wood 180-200mm tops	e.a.	1		1				
D.8	11m Wood 200-220mm tops	e.a.							
D.9	13m Wood 200-220mm tops	e.a.	4		4				
SUB-TOTAL		D							
E	HV Structures								
E.1	DUAL PHASE								
E.1.1	Int ass delta 0 deg	e.a.							
E.1.2	Phase / phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	e.a.							
E.1.3	Phase / phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	e.a.							
E.1.4	Phase / phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	e.a.							
E.1.5	Strain ass delta (30-90 deg)	e.a.							
E.1.6	Terminal delta (1346)	e.a.							
E.1.7	Phase / phase Take-off - 2,5m Wooden X-arm	e.a.							
E.1.8	T-off ass str-delta	e.a.							
E.1.9	T-off ass int vert	e.a.							
E.1.10	Susp ass vert (10-30 deg)	e.a.							
E.1.11	Strain ass vertical (30-90 deg)	e.a.							
E.1.12	Phase / phase - H-Pole / 4,5m Wood X-arm - Intermediate - Small(1°-±10°) Deviation	e.a.							
E.1.13	In-line strain vert	e.a.							
E.1.14	T-off ass strain vert	e.a.							

Contractor

Witness for
Contractor

Employer

Witness for
Employer

F	THREE PHASE								
F.1	3 Phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	e.a.							
F.2	3 Phase - Delta / 4,5m Wood X-arm - Intermediate - 0° Deviation	e.a.							
F.3	Int ass stag vertical 600mm Spacing (1-10 deg) 3ph	e.a.	16		16				
F.4	3 Phase - Vertical 600mm Spacing - Strain - Medium(1°-60°) Deviation	e.a.	4		4				
F.5	3 Phase - Vertical 600mm Spacing - Strain - Medium(60°-90°) Deviation	e.a.	8		8				
F.6	3 Phase - Vertical 600mm Spacing - Strain - Terminal	e.a.	13		13				
F.7	3 Phase - Vertical 600mm Spacing - Strain - T-Off	e.a.	3		3				
F.8	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	e.a.							
F.9	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - Terminal	e.a.							
F.10	3 Phase - H-Pole / 2 x 4,5m Wood X-arm - Strain - 0° Deviation	e.a.							
F.11	3 Phase - Delta / 4,5m Wood X-arm - Strain - 0° Deviation	e.a.							
F.12	Terminal ass vert	e.a.							
F.13	In-line strain vert	e.a.							
SUB-TOTAL		E							
G	MV Stays								
G.1	1 Off conv anchor	e.a.	65		65				
G.2	1 Off flying stay	e.a.	2		2				
G.3	1 Off strut pole 9m	e.a.	5		5				
SUB-TOTAL		G							
H	LV Structures								
H.1	Int / susp (0-30 deg)	e.a.	64		64				
H.2	Intermediate service	e.a.							
H.3	Strain (0-60 deg)	e.a.	11		11				
H.4	Strain (60-90 deg)	e.a.	12		12				
H.5	Terminal	e.a.	20		20				
H.6	T-off from interm	e.a.	16		16				
H.7	T-off from strain	e.a.	1		1				
H.8	Cross int-int ass	e.a.	4		4				
H.9	Cross int-strain ass	e.a.	1		1				
SUB-TOTAL									

Contractor

Witness for
Contractor

Employer

Witness for
Employer

I	LV Stays								
I.1	1 Off conv anchor	e.a.	61		61				
I.2	1 Off flying stay	e.a.	5		5				
I.3	1 Off strut pole 7m	e.a.	6		6				
I.4	Sundry Items	Lot	2		2				
SUB-TOTAL		I							
J	Service Boxes								
J.1	1 - 4 Way box : 2 x 50 A thermal mag / 40 A hydro mag mcb	e.a.	96		96				
J.2	5 - 8 Way box : 2 x 63 A mcb	e.a.							
SUB-TOTAL		J							
K	Stringing								
K.1	hare link line internal mv	m							
K.2	Fox conductor	m	3257		3257				
K.3	95mm ² PILC 11kV Cable	m							
K.4	Mink conductor	m							
K.5	35 mm sq ABC 1-ph	m							
K.6	35 mm sq ABC 2- ph	m							
K.7	35 mm sq ABC 3-ph	m	300		300				
K.8	70 mm sq ABC 1-ph	m							
K.9	70 mm sq ABC 2-ph	m							
K.10	70 mm sq ABC 3-ph	m	2829		2829				
K.11	MV Mink full tension joint	e.a.							
K.12	LV joint 35 mm full tension	e.a.	10		10				
K.13	LV joint 70 mm full tension	e.a.	20		20				
SUB-TOTAL									

Contractor

Witness for
Contractor

Employer

Witness for
Employer

L									
L.1	Transformer Installation								
L.1.1	Transformers: 11kV								
L.1.2	200kVA x 3 Ph (1 off) - new	e.a.							
L.1.3	200kVA x 3 Ph (1 off) - relocate	e.a.							
L.1.4	100kVA x 3 Ph (2 off) - relocate	e.a.							
L.1.5	100kVA x 3 Ph - new	e.a.	4		4				
L.1.6	50kVA x 3 Ph - new	e.a.							
L.1.7	64kVA x 2 Ph (0 off) - new	e.a.							
L.1.8	32kVA x 2 Ph (0 off) - new	e.a.							
L.1.9	25kVA x 3 Ph (0 off) - new	e.a.							
L.1.10	25kVA x 3 Ph (0 off) - relocate	e.a.							
L.1.11	16kVA x 1 Ph (1 off) - relocate	e.a.							
L.1.12	16kVA x 1 Ph (1 off) - new	e.a.							
M	LV Protection Morsdorf type fuses								
M.1	63 A	e.a.							
M.2	80A Single phase (32kVA)	e.a.							
M.3	80A Dual phase (32kVA)	e.a.							
M.4	80A Three phase (50kVA)	e.a.							
M.5	125A	e.a.							
M.6	160A	e.a.	4		4				
SUB-TOTAL									

Contractor

Witness for
Contractor

Employer

Witness for
Employer

N	Installation Earthing								
N.1	MV Earthing (Type 1 crowfoot)	e.a.	4		4				
N.2	LV Earthing (Type 1 crowfoot)	e.a.	12		12				
N.3	Bonding	e.a.	16		16				
SUB-TOTAL		N							
O	Pole Numbering								
O.1	MV pole number	e.a.	32		32				
O.2	LV pole number	e.a.	89		89				
SUB-TOTAL		O							
P	Commissioning								
P.1	Test & commission trsf and MV equipment	e.a.	4		4				
SUB-TOTAL									

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Q	Other								
Q.1	Link assembly (On-load) per phase	e.a.							
Q.2	Link assembly (Off load) per phase	e.a.	1		1				
Q.3	Drop-out fuses three phase	e.a.	4		4				
Q.4	Drop-out fuses dual phase	e.a.							
Q.5	Cable Trench - 1.2mx0.6m	m	300		300				
14.6	Auto Recloser	e.a.							
14.7	Remove existing poles	m							
14.8	Remove existing conductor	e.a.							
14.9	Remove existing stay	e.a.							
14.10	Remove existing transformer	e.a.							
14.11	Ant-clim device	e.a.	4		4				
14.12	Labeling of equipment	e.a.	4		4				
14.13	Tree felling (trunk diameter > 300mm)	e.a.							
14.14	NEW RMU INSTALLED ON PLINTH COMPLETE INCLUDING COMMISSIONING - 11kV	e.a.							
14.15	3.5M Wooden crossarms for TRFR Structures	Lot	4		4				
14.16	2.5m Wooden crossarm for MV Structures DDT1740 ETC.	Lot							
14.17	2.5m Wooden crossarm for Fuses	Lot	1		1				
14.18	4.5m Wooden crossarm for MV Structures.	Lot							
SUB-TOTAL		Q							

Contractor

Witness for
Contractor

Employer

Witness for
Employer

R	House Connections								
R.1	Underground connection (Trenches supplied by others)	ea							
R.2	Overhead connection	ea	146		146				
R.3	Supply ECU base, fixing rails and plug	ea	146		146				
R.4	Supply 20A PLC Meter complete with keypad	ea	146		146				
R.5	Supply 60A ED (no internal ELPD)	ea							
R.6	Sealing of meters	ea	146		146				
R.7	COC certificates	ea	146		146				
R.8	Supply and install additional 63A circuit breaker	ea							
R.9	Supply and install additional 63A circuit breaker	ea							
R.10	Marketing for connections	e.a.							
R.11	Capture and upload of customer data new & Existing	e.a.	146		146				
SUB-TOTAL		R							
S	Excavate and plant poles								
S.1	5m Wood 80-100 mm tops	e.a.	10		10				
S.2	Compressors	e.a.							
S.3	7m Wood 120-140 mm tops	e.a.	10		10				
S.4	Compressors	e.a.							
S.5	Shackpole Dressing	e.a.	10		10				
S.6	Compressors	e.a.							
SUB-TOTAL		S							
T	Conductor(Installation incl in service con rate)								
T.1	10mm sq Airdac	m	4000		4000				
T.2	4mm Sq Airdac	m							
SUB-TOTAL									

Contractor

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Employer

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Employer

CONTRACT NO. GM2024/89

GAMAGARA LOCAL MUNICIPALITY

NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2

C2.3 DECLARATION (In respect of completeness of Tender)

GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
Kathu
8446

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document containing **10 pages** in consecutive order upon which my/our tender for **CONTRACT NO. GM2024/89: NEW ELECTRICAL RETICULATION AND 146 HOUSE CONNECTIONS AT DITLOUNG EXT PH 2** has been based.

SIGNATURE OF TENDERER/S

DATE

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part C3: Scope of Work

PART A :

GENERAL DESCRIPTION OF THE WORKS

C3.1 STANDARD SPECIFICATIONS

RETICULATION DESIGN

1. Scope of Work

Construction of electrical overhead infrastructure to electrify Phase 2 of Ditlounge Village in Olifantshoek.

The design include the medium voltage (MV) reticulation from the existing municipality supply network, Low voltage (LV) Aerial Bundled Conductor on 9m wooden poles with Pole top Distribution boxes to connect the households via 10mm² Airdac cable.

The design is largely based on known ESKOM standards and all materials used on this tender will be as per Gamagara Municipality Specifications.

2. NETWORK INFORMATION

There is an existing 11kV overhead line that supplies Ditlounge Phase 1, from where the new development will be supplied.

The network is supplied from the Olifantshoek Substation.

3. DEVELOPMENT

The new development will consist of 146 residential stands.

The total electrical infrastructure will consist of MV Fox 3 Phase overhead line on 11m wooden poles. Pole mounted Transformers are used and must be mounted on 13m wooden poles to allow for sufficient clearance to the underside of the fused links.

LV lines are to be constructed on 9m wooden poles, using 70mm² and 35mm² Aerial Bundled Conductor.

All customers will utilize pre-paid metering units to be installed. Pre-paid meter will be installed inside the Pole Top Distribution boxes with only the Remote/Key Pad in the houses next to internal Distribution Boards.

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4. TECHNOLOGY

4.1 Transformers

Transformers shall generally comply with the following details:

Situation	:	Outdoors
Mounting	:	Suitable for single pole structure
Type	:	SABS 780
kVA rating	:	100 (as indicated on drawings)
No load voltage ratio	:	11000/415/240 Volt
Vector group	:	Dyn 11
Parallel operation	:	Not required
MV & LV connections	:	External bushings with suitable insulated connections.

The transformers shall be connected on the MV side through the use of links/or fuses as indicated on the drawings.

a. LV ABC Overhead Lines

LV ABC overhead lines shall comply with the requirements of the GAMAGARA Municipality and will be based on Eskom design principles.

The LV ABC system may share pole structures with the MV system wherever these follow parallel routes.

a) LV Aerial Bundled Conductor

System Detail	- 415/240 Volt, 3 phase, 4 wire, 50 Hz
Type ABC	- Bare Neutral ABC in accordance with SABS 1418

The following ABC sizes are to be utilised (aluminium conductors).

Ultimate strength		
(54.6 BN supporting core)	- 16 600 N	1690 kgf
Max working tension		
(54.6 BN supporting core)	- 6640 N	676 kgf

The ABC shall be installed in strict accordance with the manufacturer's recommendations and so as to ensure that the statutory clearances as specified are maintained at all times. The Contractor shall submit details of terminations to be used to the Engineer for his approval before installation of the bundle.

b) Poles

Pole type	Wood
Pole lengths	9m
Planting depth	1.5m respectively
Pole marker	Aluminum Plate - Punched.

c) Stays

LV stays for wooden poles in the Eskom Distribution Standard. Stays are indicated on the drawings by means of the structure codes.

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c) Flying Stays

LV flying stays for wood poles in the Eskom Distribution Standard and indicated on the drawings by means of the structure codes.

e) Struts

Strut are as detailed for the MV system described in Clause 3.5

f) Line Clamps, Connections, Pole Dressing and Mounting Hardware

i) Connectors

Connectors shall be of the insulation piercing type for main and tap conductors, except for the bare neutral when a double PG clamp will be utilized.

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).

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.

No energised parts shall be exposed or accessible by the operators during installation.

ii) Mounting brackets

All mounting hardware shall comply with the Eskom Distribution Standard for bare neutral ABC.

Suspensions bracket max. Vertical load - 700 kN

Strain clamps max. horizontal load - 1500 kN

Brackets are to be manufactured from corrosion resistant materials. Galvanised steel brackets are not acceptable.

g) Sags and Tensions

Sags and tensions are as detailed for the MV system described in Clause 3.2.3(g)

h) Surge Arrestors

No surge arrestors are required on the LV system. A 6kV, 10kA impulse surge arrestor will be provided on the LV neutral of the transformer.

b. Civil Infrastructure

The Contractor shall provide the following excavations.

a) Pole holes as required for both MV and LV overhead line systems.

Pole excavations	:	5m	-	1200 long 1000 wide 1000 deep
				4m - 1200 long 1000 wide 1000 deep
7m	-	1200 long 1000 wide 1300 deep		
9m	-	1200 long 1000 wide 1500 deep		
10m	-	1200 long 1000 wide 1800 deep		
11m	-	1200 long 1000 wide 1800 deep		

b) Strut and stay holes as required for both MV and LV overhead line systems. Strut and stay excavations: 2000 long 1000 wide 2000 deep

c) Trenching for structure and operator earthing systems.

Trench excavation : 300 wide, 600 deep.

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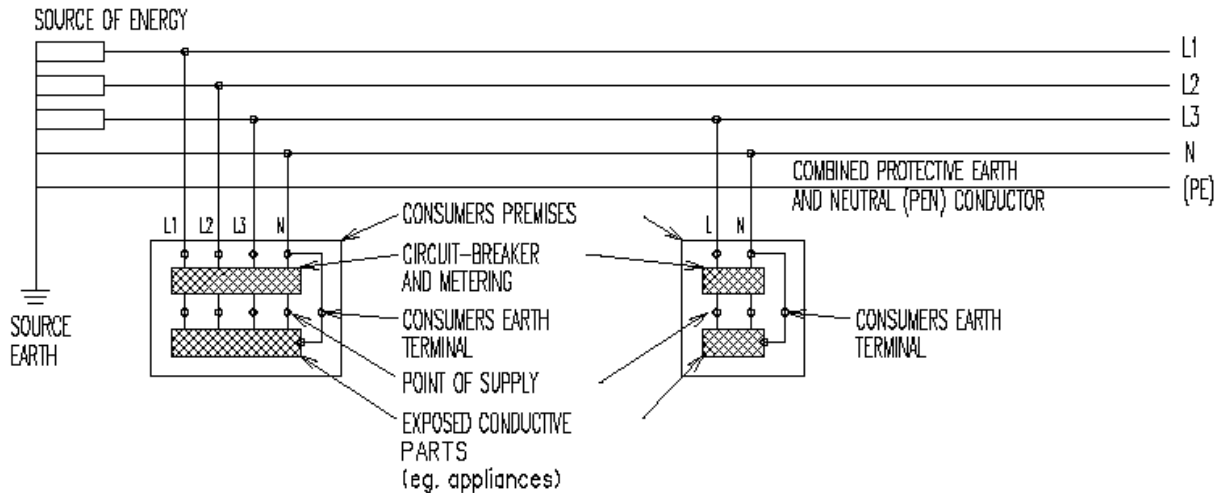
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4.4 Clearances

Eskom Standards as well as Occupational Health and Safety Act shall be adhered to. The overhead line routes require a number of both MV and LV crossings over roads. Correct clearance heights as specified in the Eskom Distribution Standard shall be adhered to. Annexure R details clearance requirements.

4.5 Earthing

In accordance with Eskom Distribution Standard Part 2, with particular reference to: Earthing system philosophy TN -C - S.



Results of soil resistivity survey at 2 points.
Min Cu area : 16mm² stranded
12mm² solid

Low Voltage

11 kV system : 30 Ohms
22 kV system : 70 Ohms

Medium Voltage

11kV system : 30 Ohms
22kV system : 30 Ohms

NB. : The extent of earthing must be indicated on the Design, Construction and " As Built " drawings.

Allowance shall be made for the supply and installation of the various earthing requirements as listed hereunder.

- Bonding all pole top and/or crossarm hardware
- Basic pole earthing - MV and LV systems. (All structures not listed below).
- Pole mounted transformer tank and MV surge arrestors.
- Pole mounted transformer LV neutral.
- LV ABC at first structure from transformer.

4.6 Budget Energy Controllers

20A ECU's, Smart Meters, will be supplied in accordance with Gamagara Municipality specifications.

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4.7 Pole Top Boxes

A pole-top distribution box shall be used to connect all customers from poles along the LV distributor. The pole-top distribution box shall be in accordance with SCSSCAAH3. The 120A MCB inside the pole-top box can be used to connect four customers with 50 A supplies. Where a customer with a 60 A supply is to be connected from a pole-top box an additional 63A MCB shall be mounted in parallel with the existing MCB and the customer shall be fed separately.

The pole top distribution boxes are to comply with the requirements of Eskom's Distribution Reticulation Technology, Electrification Standard as and where applicable.

- b) Two way distribution boxes are to be equipped with 1 x 50A circuit breaker.
- c) Four way distribution boxes are to be equipped with 2 x 50A circuit breaker.
- d) Eight way distribution boxes are to be equipped with 4 x 50A circuit breakers.

4.7 Internal House Installation

Only installations with COC's will be connected. ECU's with 4-way outlet boxes will be installed if no electrical installation exits in dwellings.

4.6 Voltage Drops

According to the SANS Quality of supply standards, the design of the electrical infrastructure shall allow for an absolute minimum voltage on the service connection side of $213V - 10\% = 208V$ ($400V \pm 10\%$ Line voltage). However, it has been found in the past that a minimum design supply voltage level of 216 Volt phase –neutral results in a better quality of supply for the end-user. The absolute minimum allowable voltage has therefore been set at 90% of $415V = 374V$ or 216V phase-neutral. Reticmaster software has been used to design the LV feeder circuits accordingly. Approximately 98% of the services voltage levels should be more than 218V at the furthest supply points at full load.

4.7 Energy Efficiency

The design was based on the assumption that energy efficient lighting and solar hot water systems will be used.

4.8 Description of Site and Access

Construction takes place in Gamagara Municipality area. Access to the site is obtained via surfaced roads and gravel roads in the area to be electrified. No problems are foreseen with access to the site and all related works must be co-ordinated with the Local Authorities.

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PS 1 CONSTRUCTION PROGRAMME

PS 1.1 Format

The programme will be set up in collaboration with the Engineer:

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form programmed into MS Project Office 2003 or 2010
- ii) show the various activities related to the time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities

PS 1.2 Allowances

The Contractors programme shall take the following into consideration:

- i) expected normal climatic weather conditions
- ii) special non-working days as stipulated in the Contract Data
- iii) expected value of the work performed for each activity
- iv) stipulate any other information required by the engineer.

PS 2 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

- i) A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.
- ii) The Contractor to supply and keep on site and A4 triplicate site instruction book, which must be presented to the engineer at all site meetings and site inspections.
- iii) The Contractor to supply an A4 duplicate diary on site to be signed off by Engineers representative. The Contractor to keep daily diary, with at least the following information.
 - Weather condition
 - Record of any accidents and detail
 - Record of construction activities of the day with associated units measures of progress for each activity.
 - Record of resources (labour, materials, plant, etc.) utilized for each day.
 - Information of any strikes
 - Any other relevant information

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PS 3 SITE FACILITIES AVAILABLE

PS 3.1 Source of Water Supply

The Contractor is to make his own arrangements for the supply of water.

PS 3.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of power.

PS 3.3 Location of Camp and Depot

The Contractor must make his own arrangements for a campsite if required. The Contractor shall make his own arrangements for the accommodation of labour.

PS 3.4 Spoil Sites

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Engineer.

PS 4 TIME RELATED ITEMS

An approved extension of time (other than an extension of time granted in terms of Clause 5.12 of the Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PS 5 PROJECT NAME BOARD

The Contractor must make provision for two project name boards as per the drawings bound in document and the position of the name boards must be communicated with the Employer.

PS 6 EXISTING SERVICES

It shall be the full responsibility of the Contractor to obtain Way Leaves from the Local Authorities or any other Service Provider Institutions (Eskom, Telkom, Prov Roads etc.) regarding any existing services that will have an impact on the Works or the execution thereof. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections and/or pipelines before commencing with construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services. ***Way-leave arrangements and payments to be made with Telkom, Eskom, Municipality on identification of existing services by the contractor.***

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer. Whenever services are encountered which interfere with the execution of the Works and which require removing and relocating, the Contractor shall advise the Engineer who will determine the extent of the work,

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if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services that must be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the Board or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Engineer will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

PS 7 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow. The Contractor must make provision under the designated tariff in the Preliminary and General cost to allow for the following:

- i) To create temporary access for both vehicles and pedestrians
- ii) To provide detours where necessary
- iii) To provide, install and maintain traffic- and warning signs as required

PS 7 SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided. The Contractor shall provide for surveyor to be made available to the Engineer or his representative during the works. The survey equipment must be available on site for the full duration of the works.

PS 8 TEMPORARY OFFICE AND COMMUNICATION FACILITIES

No office shall be specifically required for the Engineer or his representative, but the site office of the contractor must be made available and so equipped that the Engineer, his representative or the Community Liaison Officer can perform their work undisturbed at any time during the works. The Contractor shall make provision at his own cost for efficient communication between his site office and the office of the Engineer for the duration of the contract as provided for in the Contractor's Obligations.

PS 9 SAFEGUARDING OF MATERIAL, EQUIPMENT AND PROPERTY

The contractor is responsible to provide the necessary precautionary measures to ensure the safety and protect the Works against any losses and vandalism that can occur. The Contractor shall make provision at his own cost for precautionary safeguarding measures for the duration of the contract as provided for in the Contractor's Obligations.

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PS 10 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited and the Contractor shall bear full responsibility to provide sanitary facilities in accordance with the regulations of Local Authorities and Specifications within the contract.

PS 11 DEALING WITH WATER OF TRENCHES AND EXCAVATED PONDS

PS 11.1 Abnormal Rainfall and Seepage

The occurrence of rainwater and/or seepage in pipe trenches and excavated ponds after abnormal rainfall shall be removed and treatment of water shall be executed by the Contractor at his own cost. The extension of time granted for abnormal rainfall conditions shall be taken as sufficient compensation for the removal of rainwater or seepage and/or for the treatment of water of trenches and ponds, as a result of seepage or rainwater accumulation after the occurrence of abnormal rainfall.

PS 12 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified 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 during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

PS 13 COMMUNITY LIAISON OFFICER (CLO)

The CLO official shall be identified by the Employer/Councillor to act as a liaison person between the Contractor and the persons to be employed. The liaison officer must be appointed by a process of appointment and the job description is available from the Employer or the Employers Agent which must be communicated with him after appointment.

PS 14 LABOUR INTENSIVE ACTIVITIES (LIC)

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid in envelopes to the labourers and formal Labour-contract documentation must be in place during the construction period. The appointment of Local Labour shall adhere as far as possible to the requirements stipulated by the MIG Project Requirements for the full duration of the works. The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on site to the Engineer for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor. The minimum number of EPWP Local Labourers appointed on this project will be 20 for not less than 2 calendar months (8 weeks).

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The following activities must be executed with local labour:

- i. Trenching/digging of holes/trenches where possible.
- ii. Assisting with the installation of cables and equipment.
- iii. Labelling of Minisubs and Distribution kiosks
- iv. Data collection from beneficiaries.
- v. Final site clearance

PS 15 QUALITY CONTROL BY THE ENGINEER

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and executed his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 10 % mark-up. However, in the case where the Contractor fails to comply with the required quality control measures during the execution of the works, the Contractor shall be liable for all costs resulting from quality control test and/or inspections carried out by the Engineer.

PS 16 HEALTH AND SAFETY PLAN

The contractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety law 85 of 1993 before any access to the site may be granted by the Employer or the Employer's agent. The contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work which must be reviewed and updated by the principal contractor as work progresses. This health and safety plan must be submitted in writing to the client and/or it's agent for approval.

The contractor must, before the commencement and duration of construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include, but not be limited to:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
 - Security, access, control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way-leaves, permissions and permits;

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- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works.

PART B : Amendments to Standard and Specific Specifications

PSA GENERAL (SABS 1200A)

PSA1 PLANT

PSA.1.1 Contractor's Offices, Stores and Services

Add the following:

No accommodation is available for the Contractor's workers or personnel. The Contractor will have to make arrangements for accommodation and transport for his/her workers or personnel.

PSA2 CONSTRUCTION

PSA2.1 Setting out of the Works

The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature. The setting out of the Works is the Contractor's responsibility.

PSA2.2 Accommodation of traffic

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians).

PSA2.3 Existing services

All services shall be treated as live until proven otherwise. The Contractor shall not commence work in an area until proper arrangements have been made for supervision of the work by the relevant authority.

The Contractor shall give assistance to service authorities with the location, protection and relocation of services controlled by that authority.

PSA.2.4 Protection of Overhead and Underground Services

Add the following:

Before commencement of any excavations, the Contractor must contact all the authorities concerned, to indicate where services are established.

The Contractor must obtain the necessary drawings from ESKOM, Telkom and the Local Authority to expose and safe guard services.

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PSA.2.5 Ground and Access to Works

Add the following:

In cases where normal accesses are closed due to construction work, temporary access must be available for the public at all times. No additional payment will be made for this effort. The necessary allowance for compensation must be estimated under an allowed item. Trenches may not be left open for more seven days and accesses must be provided within twenty four hours. If the Contractor does not comply with this added specification, a penalty of two hundred per day will be applicable. The Engineer has the authority to let work be done by someone else and to claim the expenditure from the Contractor.

PSA3 TESTING

PSA3.1 Testing Principles

Test results must comply with the minimum prescribed specifications and no statistical evaluations will be accepted

PSA4 MEASUREMENT AND PAYMENT

PSA4.1 Dealing with storm water

The cost of controlling storm water will be held to be included for in the tendered sums and no separate payment will be made for this work.

PSA4.2 Dealing with existing services

The following works that are executed by the Contractor on the instruction of the Engineer will be measured and paid for under "Daywork" rates.

- i) All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
- ii) Work that is carried out by the Contractor with regard to existing services that are not indicated on the drawings and for which the Employer will carry the cost according to Subclause 5.4.

PSA4.3 Testing of Materials

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SABS 1200 specification, or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Bills of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

PSA4.4 Miscellaneous

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An item, which, in the payment clause column of the Bills of Quantities, refers to this clause will be measured in the unit scheduled. Any item omitted, the sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Bills of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.

PSA4.5 Temporary Works

PSA4.5.1 Main Access to Site

Add the following:

There will be no payment for the construction of a temporary gravel road or the maintenance of the existing road the site. The contractor must make sure that any costs to access the site is included in the Bill of Quantities of the contract data.

PSA4.5.2 Existing Services

Add the following:

"For the exposure of existing services, an item for the excavation of soft material by hand in cubic meters has been provided for. The tariffs include all necessary payments for the excavation as instructed by the engineer. The tariffs will also include the backfilling and compacting of the materials to 90% Revised AASHTO density, the transport of all surplus material, the safeguard of the excavations and any other works necessary to complete the works. Transport of up to 0.5 kilometres of the material will be included in the tariffs and shall be considered as forming part of the excavation cost.

PSAB ENGINEERS OFFICE (SABS 1200AB) – NOT APPLICABLE TO THIS TENDER

PSAB3 MATERIALS

PSAB3.1 Facilities for the Engineer

a) Name boards

The Contractor shall supply and erect, to the satisfaction of the Engineer, two project boards as shown on relevant drawings.

PSAB4 PLANT

PSAB.4.4 Telephone

Add the following

The telephone subscription and calls made, is payable by the Contractor and is not recoverable.

PSAB.4.5 Survey Assistants

Add the following

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The survey assistants must be familiar with survey work. If the Engineer is not satisfied with his competence, the Engineer is entitled to hire a competent surveyor at the expenses of the Contractor.

PSAB5.1 Survey equipment

The Contractor shall provide the following survey equipment for use by the Engineer.

- a) Automatic level with tripod and staff
- b) All steel and wood pegs, concrete, hammers, picks, etc that the Engineer may require.
- c) Steel tape of length 50 m.
- d) Measuring wheel
- e) At least one survey assistants
- f) Safety and Medical Emergency Equipment etc.

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PSC SITE CLEARANCE (SABS 1200C)

PSC3 CONSTRUCTION

PSC3.1 Disposal of material

Material obtained from demolishing and unwanted excavated material, shall be disposed of away from the site as indicated by the engineer.

PSD EARTHWORKS (SABS 1200D)

PSD5 CONSTRUCTION

PSD5.1 Precautions

PSD5.1.1 Safety

PSD5.1.1.3 Explosives

Add the following

Blasting must be covered properly up to satisfaction of the Engineer. The Contractor will be held responsible for any damages caused by blasting. Blasting certificates and permits must be available on request of the Engineer.

PSD5.2 Methods and Procedures

PSD5.2.2 Excavations

PSD5.2.2.3 Disposal

Add the following

Excess material will be trimmed on the site or on the indicated dump site to satisfaction of the Engineer.

PSD7 TESTING

PSD7.2 Testing and commissioning

Add the following

The Contractor must make provision for the execution of testing the Medium and Low Voltage cables. Tests will be done under supervision of the Engineer.

PSDB PIPE TRENCHES (SABS 1200DB)

PSDB3 MATERIAL

PSDB3.1 Method of classifying

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given in PSDB3.2.

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PSDB3.2 **Classification of excavation**

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

a) **Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting with a minimum 20 ton excavator with mechanical hammer.

b) **Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock excavation.

PSDB 3.3 **Selected Granular Material**

Add the following:

"Where appropriate materials for backfilling is available in layers of 150 millimetres or more, the materials will be separated from the other materials for backfilling

PSDB 3.5 **Backfilling Material**

PSLB 3.5.2 **Disposal of Surplus Material**

Add the following:

The Engineer will decide which materials are unsuitable for backfilling. The rest of the materials must be disposed at a site as indicated by the engineer.

PSDB 3.6 **Selection**

Add the following:

The Engineer will decide which materials are unsuitable for backfilling. The rest of the materials must be disposed at a site as indicated by the engineer

PSDB5 **CONSTRUCTION**

PSDB5.2 **Minimum Base Widths**

For labour intensive contracts the trench widths for different pipe diameters will be adjusted as follow:

50mm diameter to 100mm diameter:	Trench width: 500mm
160mm diameter to 250mm diameter:	Trench width: 600mm
300mm diameter to 350mm diameter:	Trench width: 800mm

PSDB5.3 **Existing services**

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The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractors.

PSDB5.4 Dust

The Contractor is responsible for the control of excessive dusty conditions due to the construction procedures. The Contractor shall also be held responsible for any claims that might arise. The Contractor shall allow for regular watering of areas to control dust.

PSDB5.6 Back Fill

PSDB5.6.1 Disposal of Hard Rock

Add the following:

It is the responsibility of the Contractor level dumped material and to do the next dumping on top of the levelled dumped material. The Contractor will not be allowed to dump waste material on the horizontal surface.

PSDB5.7 Road Traffic Control

- a) Sufficient road signs must be erected in such a way the motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums must be filled with stones. The spacing of drums must be in such a way (maximum 5m) that they are visible from all directions.
- f) Sufficient safety measures must be utilized for pedestrians.

PSDB5.8 Areas subject to traffic loads

All trenches within road reserves and open areas will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of Subclauses 3.5(b) and 5.7.2.

PSDB5.9 Suitable backfill material

It is likely that some of the material excavated from the trenches will not comply with Sub clauses 3.5 and 5.6.2. Suitable material from other sections along the pipe route shall be used to complete the backfilling to these trenches. The unsuitable material shall be removed from site and spoiled at the designated spoil site as indicated by the Engineer.

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PSDB7 **TESTING**

PSDB7.1 **Testing and compaction of backfill to trenches and reinstatement of surfaces**

The Contractor must furnish the Engineer with compaction tests results to prove that the compaction comply with the prescribed density. No single test result, which is below the specified density, will be accepted.

PSDB8 **MEASUREMENT AND PAYMENT**

PSDB8.2 **Excavation (Sub Clause 8.3.2)**

The rates for excavation shall include the cost of battery of deep excavations to comply with the latest OSH Act.

The rates for excavation of trenches shall also cover all costs of density testing to be borne by the Contractor as specified in PSDB7.1 and the provision of suitable backfill material from other excavations where required.

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Part C4: Site Information

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C4.1 AVAILABLE INFORMATION

4.1.1 Disclaimer

This document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along the route.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible material sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from the source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this part of the contract documents.

C4.1.2 Climate

Kathu normally receives about 240mm of rain per year, with most rainfall occurring mainly during summer. It receives the lowest rainfall (0mm) in June and the highest (55mm) in February. The average midday temperatures for Kathu range from 18°C in June to 33°C in January. The region is the coldest during July when the mercury drops to 0.2°C on average during the night.

C4.1.3 Geology

The geological composition of the area forms part of the Gordonia formation, Kalahari group. Calcrete of various thicknesses will be found during the excavations. There is also a chance to find granite type material during construction.

The hardness of the excavated material will vary with depth. On the surface soft material can be expected, however hard calcrete can occur beneath the surface which is sometimes difficult to remove mechanically.

The above data does not relieve the Contractor of his sole responsibility to have satisfied himself as to all matters related to ground and subsoil conditions, but merely serves as an indication of what can be expected on the site. Due to the geological composition where excavation will take place, no provision is made in the Bill of Quantities for intermediate excavations, as soft excavations are expected to be encountered, with deep excavation expected to be hard rock.

C4.1.4 Traffic information

Typical pedestrian and residential vehicle traffic will be encountered throughout the site. No problems are foreseen with access to the site and all related works must be coordinated with the Local Authorities.

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C4.1.5 Construction materials

- Water sources

The contract will have to make the necessary arrangement with the local authority. Any expenses regarding the abovementioned will be for the Contractor's account. The quality of the water must also comply with the set standards.

- Deleterious materials

Any hazardous material must be removed by an accredited service provider; who can submit a certificate to the Contractor, to verify that material was destroyed or recycle according to the applicable environmental law.

C4.2 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purpose as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

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ANNEXURE A – LOCATION OF THE PROJECT



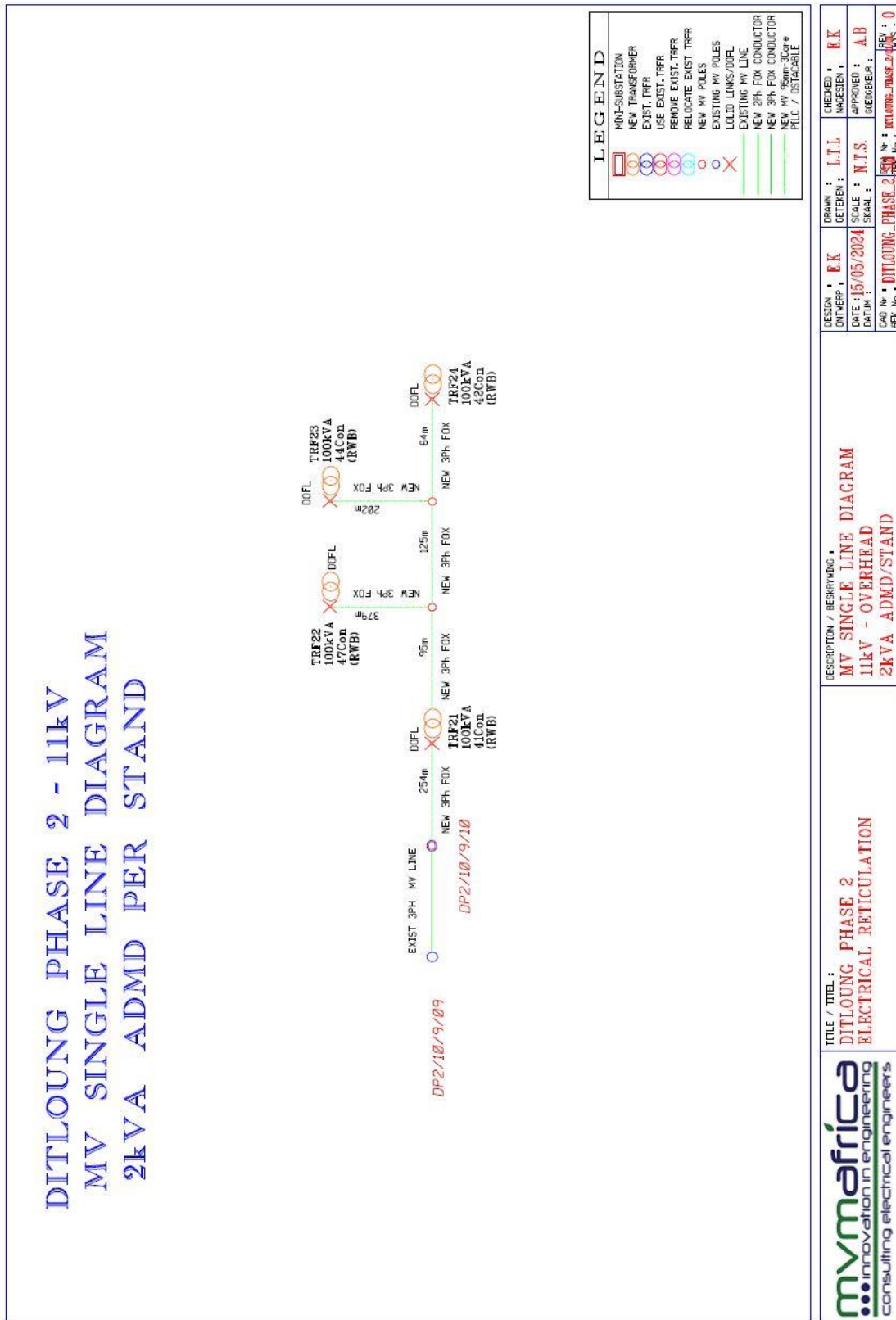
Contractor

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Contractor

Employer

Witness for
Employer

MV SINGLE LINE DIAGRAM



Contractor

Witness for Contractor

Employer

**Witness for
Employer**

ITEM	QTY	DESCRIPTION
1	1	1.000 1.000 1.000
2	1	2.000 2.000 2.000
3	1	3.000 3.000 3.000
4	1	4.000 4.000 4.000
5	1	5.000 5.000 5.000
6	1	6.000 6.000 6.000
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