



**JOHANNES PHUMANI PHUNGULA
LOCAL MUNICIPALITY**

**INVITATION TO BID
BID REFERENCE NO: JPP-B-02/06/25**

**HIGHFLATS ELECTRIFICATION FOR 375 CONECTIONS IN
WARD 13 (Phase 2)
(CIDB CATEGORY: 4EP OR HIGHER)**

PROCUREMENT DOCUMENT

Name of Tenderer	_____
Telephone Number	_____
Fax Number	_____
Address	_____
Email Address	_____
Tender Sum	_____
CSD Reg. No	_____
CRS No	_____
SARS Pin	_____

**CLOSING DATE OF THE BID: 01 August 2025 AT 12h00 AT THE PEACE
INITIATIVE HALL,
IXOPO, 3276**

NO LATE SUBMISSIONS WILL BE CONSIDERED
JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY
P.O. BOX 132, IXOPO, 3276
TEL: (039) 834 7700
FAX: (039) 834 1168

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY					
BID NUMBER:	JPP-B-02/06/25	CLOSING DATE:	01 AUGUST 2025	CLOSING TIME:	12h00
DESCRIPTION	ELECTRIFICATION PROJECT IN WARD 13 (PHASE 2)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	Mr. PM Gwala	
CONTACT PERSON	SY SITYATA		TELEPHONE NUMBER	039 834 7700	
TELEPHONE NUMBER	039 834 7700		FACSIMILE NUMBER	039 201 0433	
FACSIMILE NUMBER	039 201 0443		E-MAIL ADDRESS	pmgwala@ubuhlebezwe.gov.za	
E-MAIL ADDRESS	ssityata@ubuhlebezwe.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
NO ☐ YES ☐
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
YES ☐ NO ☐
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
NO ☐ YES ☐
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
NO ☐ YES ☐
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
NO ☐ YES ☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER.....

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

DATE.....

Johannes Phumani Phungula Local Municipality

CONTRACT NO: JPP-B-02/06/25

Highflats (Phase2) Electrification for 375 Connections in Ward13

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:

Tender amount (as stated in the Form of Offer): R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 6 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (Print):

Telephone No: **Fax No:**

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:
(Of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T1.2 TENDER DATA

T1.1: TENDER NOTICE AND INVITATION TO TENDER

SUBMISSION OF TENDERS

29 Margaret Street
Ixopo
3276
Tel: 039 8347700
Email:
mm@ubuhlebezwe.gov.za



Po Box 132
Ixopo
3276
Fax: 039 8341168
Webpage: www.ubuhlebezwe.gov.za

INVITATION TO BID

Johannes Phumani Phungula Municipality invites suitable, qualified, and experienced service providers to provide services to the municipality.

The completed tender documents complying with the conditions of tender must be sealed and endorsed with 'BID DESCRIPTION AND

PROJECT NAME	BID NUMBER	COMPULSORY BRIEFING SESSION AND SITE INSPECTION	CIDB GRADING	MINIMUM FUNCTIONALITY SCORE	AVAILABILITY OF TENDER DOCUMENTS	NON-REFUNDABLE PRICE	CLOSING DATE
Leasing of Municipal Vehicles for a period of 36 months	JPP-B-01/06/25	N/A	N/A	70%	Documents will be available on 11 July 2025 at 11h00	R 890.00 per doc. Cashier's Office, 29 Margaret Street	01 August 2025 at 12h00
Highflats Electrification for 375 Connections in Ward 13 (Phase 2)	JPP-B-02/06/25	15 July 2025 @ 10h30 Venue: Peace Initiative Hall	4EP or Higher				
Supply, Installation & Delivery of 80 Solar Powered Streetlights	JPP-B-03/06/25	16 July 2025 @ 10h30 Venue: Peace Initiative Hall	3EP				

BID NUMBER must be deposited in the tender box at the entrance of Peace Initiative Hall where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Tender documents will also be available free of charge on www.etenders.gov.za and www.ubuhlebezwe.gov.za.

Enquiries regarding this notice may be directed as follows: For technical related matters - Attention: Mr PM Gwala (pmgwala@ubuhlebezwe.gov.za) for Highflats Electrification, Solar Streetlights, Ms SR Adams (sradams@ubuhlebezwe.gov.za) for Leasing of Municipal Vehicles and Ms S Sityata (ssityata@ubuhlebezwe.gov.za) for SCM related matters: Tel: 039 – 834 7700 Fax: 039 – 834 1168.

The tenders will be adjudicated via two stages of which the first stage will be functionality, and the second stage will be 80:20 Preference Point systems where 80 is for the price and 20 is for the preference goals. Each bidder must score a minimum score for functionality to be considered for the second stage of evaluation.

T1.2 TENDER DATA

Johannes Phumani Phungula Municipality will be using the following preferential goals to allocate points.

PREFERENCE GOAL		80/20	Documents required for verification
GOAL 1 - Ownership – Maximum points		10	
Business owned	More than 50% by black person	5	ID copy of Director/Owner and CSD
	Less than 50% by black person	2	ID copy of Director/Owner and CSD
	More than 50% by black women	5	ID copy of Director/Owner and CSD
	More than 50% by black youth	5	ID copy of Director/Owner and CSD
	More than 50% by disabled person/military veterans	2	Certificate from a doctor/ Certificate of being a military veteran
GOAL 2 – RDP – Maximum points		10	
Promotion of Business	Falls under the SMME category – QSE/EME	2	B-BBEE Certificate / Sworn Affidavit
	Located within KZN province	2	CSD and Proof of municipal accounts/ affidavit
	Located in South Africa outside KZN Province	1	CSD and Proof of municipal accounts/ affidavit
	Located within Harry Gwala District	2	CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councillor/ Inkosi/ Induna not older than 3 months
	Located within Johannes Phumani Phungula Municipality	8	CSD, Proof of municipal accounts/ affidavit and recommendation letter signed by ward councillor (not older than 3 months)

Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances, be considered.

The Johannes Phumani Phungula Municipality subscribes to the Preferential Procurement Framework Act, Act 5 of 2000. Bids shall be valid for a period of 90 days. The Johannes Phumani Phungula Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action. If the price offered by tenderer is not market-related the municipality may not award the contract to that tenderer and may negotiate for market related price with the tenderer, failing which negotiate with the next highest scoring tenderer or the tender may be cancelled.


M.E Mkhize
Municipal Manager

T1.2 TENDER DATA

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

- The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. This document is obtainable separately.
- The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.
- The Municipality may request clarity pertaining the Proposal / response if it's not clear
- Presentation may be required for Clarity purposes
- The Municipality may request for a price negotiation when necessary
- Use of correction pen is prohibited
- The Municipality may request price confirmation on goods / material that has price fluctuation and service providers must respond within the stipulated time
- **The tenderer is required to submit a soft copy via USB and it must be attached and submitted together with the document.**

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the 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, will not form part of any contract arising from the invitation to tender.

T1.2 TENDER DATA

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligation's hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer 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. He shall 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.

T1.2 TENDER DATA

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 if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders 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 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 for submission of tenders 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 alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offers

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

T1.2 TENDER DATA

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- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.
- F.2.13 Submitting a Tender Offer**
- F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit 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.
- F.2.13.4 Sign the original (and all copies, if applicable) 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 signatory 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, if applicable) 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 "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as being 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 will 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 the Conditions Tender apply equally to the extended deadline.

T1.2 TENDER DATA

F.2.16	Tender Offer validity
F.2.16.1	Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
F.2.16.2	If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
F.2.17	Clarification of Tender Offer after submission
	Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.
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 being non-responsive.
F.2.18.2	Dispose of samples of materials, where required.
F.2.19	Inspections, tests and analyses
	Provide access during working hours to premises for inspections, tests and analyses as provided for the 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	EMPLOYER'S UNDERTAKINGS
	<i>The Employer undertakes to:</i>

T1.2 TENDER DATA

F.3.1 Respond to clarification

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

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied 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 public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, 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 to 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.

T1.2 TENDER DATA

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of Tender Offers and instantly disqualify a Tenderer (and his Tender Offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender Offer properly received:

- (a) complies with the requirements of the 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 Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

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 a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies 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 Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

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

F.3.11.1 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 methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

T1.2 TENDER DATA

- F.3.11.2 **Method 1: In the case of a Financial Offer:**
- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
 - (b) Recommend the highest ranked tenderer in terms of evaluation for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- F.3.11.3 **Method 2: In the case of a Financial Offer and Preferences:**
- (a) Score tender evaluation points for each Financial Offer.
 - (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
 - (c) Calculate total tender evaluation points
 - (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
 - (e) Recommend the 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.
- F.3.11.4 **Method 3: In the case of a Financial Offer and Quality:**
- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
 - (b) Score tender evaluation points for each financial offer.
 - (c) Calculate the total tender evaluation points.
 - (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
 - (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.
- F.3.11.5 **Method 4: In the case of a Financial Offer, Quality and Preferences:**
- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
 - (b) Score tender evaluation points for each financial offer.
 - (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
 - (d) Calculate total tender evaluation points.
 - (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
 - (f) Recommend the 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.
- F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.
- F.3.11.6.1 Scoring financial offers
- Score the financial offers of the remaining responsive tender offers using the following formula:
- $$Nfo = W1 \times A$$
- Where $Nfo =$ is the number of tender evaluation points awarded for the financial offer;
- $W1 =$ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

T1.2 TENDER DATA

A = is the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favorable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

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

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

T1.2 TENDER DATA

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the 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.

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T1.2.2: TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause No.

F.1.1 The Employer is Johannes Phumani Phungula Local Municipality.

F.1.2 Tender Document

(a) The Tender Document issued by the employer consist of the following:

TENDER

T1: Tendering Procedures

- T1.1: Tender Notice and Invitation to Tender
- T1.2 : Tender Data

T2 : Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6 : Site Information

- C6 : Site information

Part 7 : Annexures

- C7 : Annexures

(b) Drawings.

(c) "General Conditions of Contract for Construction Works – 2nd Edition 2010 issued by the South African Institution of Electrical Engineering. (Short title "General Conditions of Contract 2010"). This document is obtainable separately, and Tenderers shall obtain their own copies.

CONTENT

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- (d) **“Standard Specifications for Electrical and Industrial Works Association” ECA 2009 Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer’s agent is:

Name : Thokomela Engineering (Pty) Ltd

Address : 25 Poinsettia Road

Cleland

Pietermaritzburg

3201

Tel. : 078 364 5859

Fax: 086 633 8385

E-mail address: info@thokomela.co.za

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is 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 the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 4EP as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are

CONTENT

eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

The arrangements for the compulsory clarification meeting and site inspection are as follows:

Location / venue: **at Peace Initiative Hall**

Date: 15 July 2025, starting time: 10H30

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr.PM Gwala
Tel.: (039) 834 7700

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

CONTENT

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.3 Tender offers shall be submitted as an original only.

F.2.13.5 Delivery of Tender

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

Physical address: Johannes Phumani Phungula Local Municipality, 29 Margaret Street, iXopo, 3276

Identification details: **Highflats (Phase 2) Electrification for 375 Connections in Ward 13**

Contract No: JPP-B-02/06/25

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Tender Offers is 12h00, on 01 August 2025

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F. 2.16 Tender validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Inspection, tests and analysis

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

CONTENT

F.2.23 Certificates

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders
4. An original valid Tax clearance and Pin issued by the South African Revenue Services
5. VAT Registration Certificate
6. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
7. Skills Development Levy Certificate
8. Joint venture agreement and power of attorney in case of joint ventures.
9. Contractors' CIDB registration certificate.
10. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
11. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS
12. CSD Registration

F.3.4 Opening of Tender Submissions

The time and location for opening of the tender offers are:

Time: 12:00 Date 01 August 2025

Location / Venue: Peace Initiative Hall

F.3.11 Evaluation of Tender Offers

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

- a) The procedure for the evaluation of responsive tenders is Method 4 (Financial Offer, Quality and Preferences) and Quality will be evaluated prior to financial and Preference as follows:

Functionality/quality: tender must achieve at least 70% in order to qualify for the second stage. The 80/20 scoring will apply.

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

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Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Five Points will be allocated for each Completed Electrification Project. Tenderers to submit a letter of appointment and the completion Certificate. If extension of time was granted; the contractor should submit a letter of approval for extension of time. With the maximum of four projects.	Excellent	30	Each project with appointment letter and completion certificate will give the bidder 5 points.
Qualifications and experience of site agent/ Site Manager	National Diploma in Electrical Engineering from the University of Technology with 4-10 years' experience or NQF 6/N6 plus Trade test with 4-10 years' experience	Excellent	20	Curriculum Vitae and Certified Copies of Certificates to be attached
	National Diploma in Electrical Engineering from the University of Technology with 4 years' experience or NQF6/N6 plus Trade test with 4 years' experience.	Good	15	Curriculum Vitae and Certified Copies of Certificates to be attached
Eskom Permit Holder	3 (Three) Eskom Permit Holders with the submission of the Permit Certificate and the clear certified copy of Permit cards (Pictures and ID numbers must reflect) 5 points per permit holder		15	Curriculum Vitae and Certified Copies of Certificates to be attached
Experience of foreman / Site Supervisor.	4 years and above experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Authorization as a Responsible Person (HVREGS/ Permit holder) Certificate, Supervisory Skills Certificate, (Contractor to provide written proof of this experience with reference phone numbers)	Excellent	15	Curriculum Vitae and Certified Copies of Certificates to be attached
	3-4 years of experience in electrification projects and must have a Certificate for Working on Overhead Lines, and be in possession of Authorization as a Responsible Person (HVREGS/ Permit holder) Certificate, Supervisory Skills Certificate, (Contractor to provide written proof of this experience with reference phone numbers)	Good	10	Curriculum Vitae and Certified Copies of Certificates to be attached
Contractors should provide proof of ownership in the form of a logbook in the contractor's company name or proof of lease	Proof of Ownership: The contractor should provide the logbook in the name of the contractor's company for the 8 Ton crane truck and also logbooks for the 1 Ton bakkies in the name of the contractor's company bidding for this contract. NB To achieve maximum points (10) the bidder has to supply proof of ownership of 1 x 8 Ton crane truck plus 2 x 1 Ton bakkies, anything above this will not	Good	10	The bidder will receive 5 points for provision of an 8 Ton crane truck logbook in the bidders name and 2.5 points for each 1 Ton bakkie which has a logbook in the

CONTENT				
agreement of an 8 Ton Crane Truck and also of a bakkie/ bakkies for this execution of work under this contract.	give the bidder any more points)			bidders name
	Proof of Leasing: The contractor should provide the lease agreement in the name of the contractor's company for the 8 Ton crane truck and also lease agreements for the 1 Ton bakkies in the name of the contractor's company where they do not own these. NB To achieve maximum points (5) the bidder has to supply lease agreement of 1 x 8 Ton crane truck plus 2 x 1 Ton bakkies, Anything above this will not give the bidder any more points)	Fair	5	The bidder will receive 2.5 points for provision of an 8 Ton crane truck lease in the bidders name and 1.25 points for each 1 Ton bakkie which has a lease in the bidders name
Construction Method Statement (relevant to the tendered project- 3-8 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities(in construction sequence), Construction Administration, Quality, OHS & Risk Management, Health and Safety	Method statement met all the requirements.	Good	10	Brief (3 – 5 Pages)
	Acceptable method statement. Only provided limited information	Fair	05	Brief (3 – 5 Pages)

Functionality / quality: tender must achieve at least 70% (70/100) in order to qualify for the next stage. The 80/20 scoring will apply.

The points associated with the comprehensive proposal will be awarded as reflected in the following the above table.

- b) Tenderers qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive tenders (Price and preferences). The weighting of tender price and preferences of the tenderer will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

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Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the KwaZulu-Natal Department of Transport.

F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer;
 - (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (F) A valid original Tax Clearance Certificate is included with his tender;
- (F) ITenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (F) IThe Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (F) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (F) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission;
- (F) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (F) 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.
- (j) The tenderer has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

CONTENT

- F.3.13 **Copies of Contract**
The number of paper copies of the signed contract to be provided by the Employer is ONE.

SCM EVALUATION COMPLIANCE

SCM COMPLIANCE ANNEXURE: A

- Attach proof that you are registered on Central Suppliers Database (CSD)

SCM COMPLIANCE ANNEXURE: B

- Attach Valid BBBEE certificate (certified copy) or original or certified copy of sworn affidavit

SCM COMPLIANCE ANNEXURE: C

- Sign MBD 1, 4, 6.1, 8 & 9

SCM COMPLIANCE ANNEXURE: D

SCM COMPLIANCE ANNEXURE: E

- Attach Municipal rates statement for the company not in arrears, not more than three months
- or
- attach a valid lease agreement together with the latest letter from the landlord confirming rent is up to date on or recent statement if the director is leasing residential Property
- or
- attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying Municipal rates (if the address is same as your) and attach the copy of the Municipal rates for the above mentioned
- or if company is operating in an area that doesn't pay rates (rural areas) they must have attached sworn affidavit stating that the rates are not paid in that area.

SCM COMPLIANCE ANNEXURE: F

- Attach Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Directors of the firm and shall be attached and must be on a Company letter head

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

CONTENT

T2.1 LIST OF RETURNABLE DOCUMENTS

The following conditions will apply on this tender:

- Price(s) quoted must be valid for at least sixty (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT (if VAT Vendor)
- Detailed price quotation with quantity, unit price and total must be attached.
- The quote must be submitted on a separate page containing the letterhead of your business.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 1, MBD 4, MBD 6.1, MBD 8 & MBD 9 must be scrutinized, completed, and submitted together with your quotation.
- Valid Tax Clearance Certificate & Tax compliance status with verification pin
- A proof of CIDB registration.
- Detailed proof of registration in the Central supplier database
- **A valid certified copy of BBBEE Certificate, or (original or certified copy of sworn affidavit)**
- Copy of Company Registration Document
- Copies of ID for Company Directors or Members
- In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- In case of a bidder leasing the property, they must attach a lease agreement & signed letter from landlord stating that rent is up to date. (Letter must not be older than 3 months)
- In case of the bidder operating in an area that doesn't pay rates, they must attach an affidavit stating that rates are not paid in that area. (Affidavit must not be older than 3 months)
- If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or a signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached. (Affidavit or the letter must not be older than 3 months.

NB: No quotations will be considered from persons in the service of the state.

The municipality is not bound to accept the lowest or any quotation and reserves the right to accept the quotation as whole or in part, at the rates quoted.

CONTENT

Johannes Phumani Phungula Municipality will be using the following preferential goals as part of evaluating tenders for targeted procurement.

PREFERENCE GOAL	80/20	Documents required for verification
GOAL 1 - Ownership – Maximum points	10	
Business owned more than 50% by black person	5	ID copy of Director/Owner and CSD
Business owned less than 50 by black person	2	ID copy of Director/Owner and CSD
Business owned more than 50% by black women	5	ID copy of Director/Owner and CSD
Business owned more than 50% by black youth	5	ID copy of Director/Owner and CSD
Business owned more than 50% by disabled person/ military veterans	2	Certificate from a doctor/Certificate of being a military veteran.
GOAL 2 – RDP – Maximum points	10	
Business falls under the SMME category – QSE/EME	2	B-BBEE Certificate / Sworn Affidavit
Promotion of business located within KZN province	2	CSD and Proof of municipal accounts/ affidavit
Promotion of business located in South Africa outside KZN Province	1	CSD and Proof of municipal accounts/ affidavit
Promotion of business located within Harry Gwala District	2	CSD, Proof of municipal accounts/ affidavit and proof of address signed by Councilor / Inkosi / Induna not older than 3 months
Promotion of business located within Johannes Phumani Phungula Municipality	8	CSD, Proof of municipal accounts/ affidavit and recommendation letter signed by ward councilor (not older than 3 months)

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

- A CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CSD AND CIDB
- B B-BBEE CERTIFICATE CERTIFIED OR ORIGINAL OR SWORN AFFIDAVIT
- C VALID TAX CLEARANCE CERTIFICATE WITH VERIFICATION PIN
- D MBD FORMS: MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8 & MBD 9
- E RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE FOR THE COMPANY
- F RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE FOR THE DIRECTORS
- G CERTIFICATE OF AUTHORITY TO SIGN THE DOCUMENTS
- H CERTIFICATE OF ATTENDANCE AT SITE MEETING
- I COMPULSORY ENTERPRISE QUESTIONNAIRE
- J RECORD OF ADDENDA TO TENDER DOCUMENTS
- K COMPANY REGISTRATION DOCUMENT AND OWNERSHIP ID
- L PLANT AND EQUIPMENT
- M EXPERIENCE OF TENDERER
- N PRESENT COMMITMENTS
- O PROPOSED SUBCONTRACTORS
- P KEY PERSONNEL
- Q CURRICULUM VITAE OF KEY PERSONNEL
- R PRELIMINARY PROGRAMME
- S AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- T CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- U TENDERER'S FINANCIAL STANDING
- V FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- W CONSTRUCTION METHOD STATEMENT
- X SKILLS DEVELOPMENT LEVY CERTIFICATE
- Y WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE
- Z UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
- AA PROOF OF TENDER PURCHASE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule.

.....
Signature

.....
Date

(of person authorised to sign on behalf of the Tenderer)

ANNEXURE A:

PROOF OF CSD AND CIDB REGISTRATION

[The Tenderer shall attach hereto the Contractor's Proof of Registration with CSD and CIDB].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

ANNEXURE B:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's Proof of Certified B-BBEE Certificate or Sworn Affidavit].

.....	
Signature	Date
<i>(of person authorised to sign on behalf of the Tenderer)</i>	

ANNEXURE C:
VALID TAX CLEARANCE CERTIFICATE WITH VERIFICATION PIN

.....
Signature Date
(of person authorised to sign on behalf of the Tenderer)

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, hareholder²)
- 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.....
.....

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

Full Name	Identity Number	State Employee Number	Owner of the Company (yes / no)	Share percentage on the Company

.....
.....
Signature

Date

.....
.....
Capacity

Name of Bidder

CERTIFICATION

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

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(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.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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 points is allocated for price on the following basis:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents required for verification.	Documents required for verification for Joint Venture
GOAL 1 - Ownership – Maximum points	10			
Business owned more than 50% by black person	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned less than 50% by black person	2		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by black women	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by black youth	5		ID copy of Director/Owner and CSD	Lead Partner Documents
Business owned more than 50% by disabled person/military	2		Certificate from doctor/ Certificate of being a military veteran	Lead Partner Documents
GOAL 2 – RDP – Maximum points	10			
Promotion of Business falls under the SMME category – QSE/EME	2		B-BBEE Certificate / Sworn Affidavit	Lead Partner Documents
Promotion of business located within KZN province	2		CSD and Proof of municipal accounts/ affidavit	Lead Partner Documents
Promotion of business located in South Africa outside KZN Province	1		CSD and Proof of municipal accounts/ affidavit	Lead Partner Documents
Promotion of business located within Harry Gwala District	2		CSD, Proof of municipal accounts/ affidavit and proof of residence signed by a councilor/ Inkosi/ Induna not older than 3 months	Lead Partner Documents (If one of the partners is within the District- points will be given)
Promotion of business located within Johannes Phumani Phungula Municipality	8		CSD, Proof of municipal accounts/ affidavit and recommendation letter signed by ward councilor (not older than 3 months)	Lead Partner Documents (If one of the partners is within JPP- points will be given)

NB: JV must clearly specify or indicate Lead Partner

80/20

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

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
 - (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.)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company

- ☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 8

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:		

T2.1: LIST OF RETURNABLE DOCUMENTS

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 ☐
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

Js367bW

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

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. takes all reasonable steps to prevent such abuse;
 - b. rejects 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. cancels 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.

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

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

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

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;
 - (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.

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.

T2.1: LIST OF RETURNABLE DOCUMENTS

MBD 9

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

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE E:
RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE FOR THE COMPANY

- *[Recent statement / letter from the landlord confirming rent is up to date or recent statement from landlord (letter must not be older than 3 months bidders must not be in areas for more than 90 days)].*
- *In case of bidder leasing property they must attach lease agreement & signed letter from landlord stating that rent is up to date(letter must not be older than 3months).*
- *In case the bidder operating in the area that does not pay municipal services, they must attached affidavits stating that rates are not paid in that area (affidavit must not be older than 3months).*

.....

Signature

.....

Date

(Of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE F:

**RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE FOR THE
DIRECTORS**

**[Recent statement / letter from the landlord confirming rent is up to date or recent statement
from landlord (letter must not be older than 3 months)].**

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE G:

CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby authorize Mr./MS, acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

T2.1: LIST OF RETURABLE DOCUMENTS

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....

hereby authorize Mr./Ms ,

acting in the capacity of , to sign all
documents in connection with the tender for Contract No and any
contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

T2.1: LIST OF RETURNABLE DOCUMENTS

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE H:

CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)

.....

of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Peace Initiative Hall on the **15 July 2025** starting at **10H30**

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Municipality Stamp

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE I:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

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

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

T2.1: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal shareholder or stake holder	Name of institution, public offices, 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 sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| ☐ 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 | |

T2.1: LIST OF RETURNABLE DOCUMENTS

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

Name of spouse, child or parent	Name of institution, public offices, 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 dully authorised to do so on behalf of the enterprise:

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, 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 Combatting of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we am/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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

Name: _____

Position: _____

Enterprise name: _____

RECORD OF ADDENDUM TO TENDER DOCUMENTS

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE K:

**CERTIFIED COMPANY REGISTRATION CERTIFICATE AND OWNERSHIP ID
DOCUMENT**

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE L:

PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

T2.1: LIST OF RETURNABLE DOCUMENTS

1 Authorized Persons

1.1 High Voltage Authorization

Name	ID Number	Permit Expiry	Permit/Certificate Date / No

1.2 LV Switching

name	ID Number	Permit Expiry	Permit/Certificate Date / No

2 Eskom Mersey Accredited Linesman:

(Minimum requirement is one Eskom Mersey Accredited Linesman per team)

team No	name	ID Number	Permit Expiry	Permit/Certificate Date / No
1				
2				
3				
4				
5				
6				
7				
8				

T2.1: LIST OF RETURNABLE DOCUMENTS

Important Note (Items 1 & 2):

Copies of Identity and Documents and Permits / Certificates must be forwarded with tender submission. Any changes to the above must be approved by the Employer's Representative.

3 Safety Representatives:

Name	ID Number	Course / Certificate

4 First Aiders

Name	ID Number	Course / Certificate

5 Tools & Equipment

Item	Serial No	Calibration Certificate	Expiry

6 Vehicles

Make	Model	Registration No.

T2.1: LIST OF RETURNABLE DOCUMENTS

Note: By submitting bids, Bidders would be deemed as having confirmed permanent availability of the proposed staff should their bid be successful or undertake to propose alternative staff of equivalent experience to those originally listed should that not be the case. Failure to do this may result on the awarded bid being reviewed and the bidder may risk proposal being set aside.

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE M:

EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required.

.....

Signature

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE N:

PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

Signature:
(of person authorised to sign on behalf of the Tenderer)

Date:

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE O:

PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE P:

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						

.....

Signature

.....

Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Q:

CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

T2.1: LIST OF RETURNABLE DOCUMENTS

FOREMAN	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience records relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:

Signature:

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE R:

PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

[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 I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE S:

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

T2.1: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

.....

Signature Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE T:

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the followings:
 - (a) From my own competent resources as detailed in 4(a) hereafters: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafters: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafters: ***Yes / No**(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

T2.1: LIST OF RETURNABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:
.....
.....
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

.....
Signature

.....
Date

(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 and referred to in Form J and in T2.1]

.....
Signature Date
(of person authorised to sign on behalf of the Tenderer)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE U:

TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank:Branch:

Account number:Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

.....

Signature

.....

Date

(*of person authorised to sign on behalf of the Tenderer*)

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE V:

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE W:

CONSTRUCTION METHOD STATEMENT

[The Tenderer shall attach here the construction method statement].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE X:

SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Y:

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE Z:

UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

ANNEXURE AA:

PROOF OF TENDER PURCHASE

.....

Signature

(of person authorised to sign on behalf of the Tenderer)

.....

Date

T2.1: LIST OF RETURNABLE DOCUMENTS

T.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT

PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT

IMPORTANT NOTES:

1. *Tenderers with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Tenderers other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Tenderer and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the tender.*
6. *The B-BBEE status level attained by the tenderer must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the tender, and failure to submit these certificates will prejudice the tender and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the JOHANNES PHUMANI PHUNGULA MUNICIPALITY will apply.*
9. *It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.*

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

BALANCED SCORECARD 2:

(80/20 PREFERENCE POINT SYSTEM)

For competitive bids/price quotations with a Rand value above R50 000 000, 00

Status Level of contributor	Scorecard	Preference Points based on scorecard (80/20 System)	Tick Score Claimed
1	≥ 100 points	20	
2	≥ 85 but < 100 points	18	
3	≥ 75 but < 85 points	14	
4	≥ 65 but < 75 points	12	
5	≥ 55 but < 65 points	8	
6	≥ 45 but < 55 points	6	
7	≥ 40 but < 45 points	4	
8	≥ 30 but < 40 points	2	
Non-compliant Contributor	< 30 points	0	

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- PERFORMANCE GUARANTEE T.85
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003 T.87

1. Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as much as in tender opening records by responsible official (appointed by the Director: Supply Chain Management to pen the tenders) in the following instances:

1. If tender is not sealed:

1.2 The tender is not submitted on the Official Tender Offer:

1.3 If the tender is not completed in non-erasable ink:

1.4 If the tender offer and / or form of offer and acceptance has not been signed:

1.5 If the tender offer and/or form of offer and acceptance is signed but the tenderer is not stated, or is indecipherable: or

2. Non-Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if:

2.1 The tenderer has been in the register for the tender defaulters in terms of section 29 of the prevention and combating or corrupting activities act, 12 of 2004 or has been listed on national treasury database a person prohibited from doing business with the public sector.

2.2 The tenderer has been listed on the Johannes Phumani Phungula Local Municipality registered of the tender and contract defaulters as contemplated in the Johannes Phumani Phungula Local Municipality

2.3 The tenderer does not comply with the general conditions as set out in the Johannes Phumani Phungula Local Municipality

2.4 The tenderer has not adhered to the instructions as per the price schedule.

2.5 The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

2.6 The tenderer has failed to complete and/or sign the required declarations and /r authorizations.

Disqualified Tenders

The tender will be disqualified and eliminated from further evaluation if it fails to adhere to a written request (within the specified period set out in such request) to:

3.1 Comply with one or more of the provisions contained in the instruction to tenderers:

3.2 Comply with any other terms and conditions of the tender documentation after being called upon to do so:

3.3 Submit an original and valid tax clearance certificate from South African Revenue Services certifying that the taxes of the tenderer are in order or that suitable arrangements have been made with SARS.

PERFORMANCE GUARANTEE

Employer: *(name and address)*

.....

.....

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,

a Contract with

(hereinafter called "the Contractor") for (*CONTRACT TITLE*)

..... at

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

AND WHEREAS(hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the tender sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

7. This guarantee is neither negotiable nor transferable and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (*Guarantor*)
.....

Address
.....

As witnesses:

1.

2.

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number:
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number:
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT : DATE :

THE CONTRACT

PART 2:C1 AGREEMENT AND CONTRACT DATA

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No.:

Construction of Highflats (phase 2) Electrification (Ward 13)

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender. By the representative of the Tenderer, deemed to be duly authorised, 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:

R (*In words.*),

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: (*of person authorized to sign the tender*):

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Tenderer: (*organisation*):

Address:

.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (*in capitals*):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement) (also referred as Part 2)
- Part C2: Pricing data (also referred to as Part 3)
- Part C3: Scope of work. (also referred as Part 4)
- Part C4: Site information (also referred as part 5)

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of tender.

A Tenderers covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

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 parties becomes an obligation of the contract shall also be recorded here.

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:

5. **Subject:**

Details:

6. **Subject:**

Details:

By duly authorized representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or change 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 matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipts 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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 2nd Edition 2010”, issued by the South African Institution of Electrical Engineering. (Short title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

C1.2.2: CONTRACT DATA (Applicable to this contract)

A. DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 03 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 06 months measured from the Commencement Date, including special non-working days.
1.1.1.15	Name of Employer: JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY Address of Employer: Physical Address 29 Margaret Street P.O. Box 132 Ixopo 3276 Telephone No: (039) 834 7700 Fax No: (039) 834 7700 E-mail: pmgwala@Ubuhlebezwe.gov.za
1.1.1.16	Name of Engineering Consultant: GIBB (PTY) Ltd Address of Engineering Consultant: 25 Poinsettia Road Cleland Pietermaritzburg 3201 Telephone No: 078 364 5859 Fax No: 086 633 8385 E-mail: info@thokomela.co.za
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
5.3.1	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
5.3.2	The documentation required before commencement with Works execution are: i) Health and Safety Plan (<i>Clause 4.3</i>) ii) Initial Programme (<i>Clause 5.6</i>) iii) Surety (<i>Clause 6.2</i>) iv) Insurance (<i>Clause 8.6</i>)

- v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).
 - vi) Proof of Notification for construction works to the Department of Labour
- 5.3.2 The documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
- The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
- 5.13.1 The penalty for failing to complete the Works is R 1500 per calendar day.
- 5.16.3 The latent defects period is 1 year
- 6.2.1 The surety to be provided by the Contractor shall be:
Performance guarantee of 10% of the tender sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.
- Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is 50%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.
- The limit of retention money is 10% of the amount of the tender offer, excluding contingencies and VAT.
- A Retention Money Guarantee is permitted.
- 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000.00.
- Special risk insurance issued by SASRIA is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000.00 (five million Rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2, 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.

B: DATA TO BE PROVIDED BY CONTRACTOR

**REF. CLAUSE
No**

DATA BY CONTRACTOR

1.1.1.9 **Name of Contractor:**

1.2.1.2 **Address of Contractor:**

Physical: Postal:

.....

.....

E-mail:

Telephone No: Fax No:

6.8.3 The variations in cost of special materials will be based on the following:

<u>Special Material</u>	<u>Unit</u>	<u>Rate or Price</u>
.....		
.....		
.....		
.....		

C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2010, and the applicable heading.

An asterisk (*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2010.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

1.1 DEFINITIONS

SCC1.1.15 The *Employer* means: Johannes Phumani Phungula Local Municipality

SCC1.1.16 The *Engineer* means: Thokomela Engineering (PTY) LTD - Technical

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;

SCC1.2.1.4* posted to the addressee and delivered by the postal authorities; or

SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 **Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and

b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:

1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;

2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;

3) R2.5 million, in respect of labour-only sub-contractors;

- 4) R10 million in respect of Manufacturers;
- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusives of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

Add the following: The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 *The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6* GUARANTEE

SCC2.6.1 GUARANTEE

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

4.2 ENGINEER'S INSTRUCTIONS

SCC4.2.2 After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

SCC4.7 FOSSILS, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line.

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$ (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$ (one third) of labour be youth (men and women, 18 to 35-year age); and
- $\frac{1}{3}$ (one third) of labour be men (above youth age category of 35 years).

8.3 CARE OF THE WORKS

SCC8.3.1 EXCEPTED RISKS

Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE AFFECTED

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

SCC8.6.7* LEGAL PROVISIONS

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.7* from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.7* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

SCC8.6.8* CLAIMS AGAINST INSURANCE

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3-week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

6.8 ADJUSTMENTS IN PRICES

SCC6.8.1 RATES AND PRICES

Amend Sub-Clause 6.8.1 to read:

“The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment but shall be final and binding throughout the period of the Contract.”

6.10 PAYMENTS

SCC6.10.1.5 In Sub-Clause 6.10.1.5, line 4, amend “documentary evidence” to read “a signed statement.”

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period,” insert “or within the period specified by the Engineer,” and in line 3 replace “thereafter” with “after the Defects Liability Period.”

SCC12* COPYRIGHT

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of the Engineer.

SCC13* APPLICATION OF VAT

The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 49.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 46.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

C1.3: FORM OF GUARANTEE

FORM OF GUARANTEE

PRO FORMA

Employer: *(name and address)* _____

Contract No.:

Electrification (Phase 2) Project in Ward13

WHEREAS _____

(Hereinafter referred to as "the Employer") entered into a Contract with

(Hereinafter called "the Contractor") on the _____ day of _____ 20_____

Contract No.:

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

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R_____ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
Name in Block Letters

2. _____ Signature _____
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

C1.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20..... between the Employer
(name of company / organisation)

of (address).....

.....and the Contractor

(name of company / organisation)

of (address).....

.....(hereinafter called **the Parties**)

and

(name).....

of (address)

.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for (contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the

Request of either Party

SIGNED by:

(Signature):.....(Signature): (Signature): **Name:** **Name:**
..... **Name:**

who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorized to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

..... ..

Witness: (Signature) **Witness:** (Signature) **Witness:** (Signature)

Name: **Name:** **Name:**

Address: Address: Address:

..... ..

..... ..

Date: Date: Date:

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT No 85 OF 1993**

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER) of the one part, herein represented
by.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

in his capacity as:

duly authorized to sign on behalf of the Contractor.....

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No.: JPP-B-01/06/25 Construction of Highflats (phase 2) Electrification (Ward 13)

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps- as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps- may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps- it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus, signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus, signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.....

C1.2.7 RETENTION MONEY GUARANTEE PRO FORMA

RETENTION MONEY GUARANTEE

JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

CONTRACT No. JPP-B-02/06/25, Construction of Highflats (Phase 2) Electrification (Ward 13)

ISSUED TO: the Johannes Phumani Phungula LOCAL MUNICIPALITY

Represented by **IPD Director** (Hereinafter referred to as "the Employer")

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO. JPP-B-02/06/25 (Hereinafter referred to as "the Contract")

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

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

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

(a) that he is the Engineer in office as such in terms of the Contract,

(b) that the Contractor is in breach of his obligations under the Contract, and

(c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

(ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 40 Main street, Ixopo or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

PART3

C2: PRICING DATA

C2.1 Pricing Instructions

- 1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry
- 2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service
- 3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.
- 4) No alterations, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the bill of quantities will be adhered to.
- 5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.
- 7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT.
- 8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.
- 9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.
- 10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum
- 11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.

- 12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.
- 13) It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering
- 14) *Contractor* is required to use the shortest practical route for all conductor's subject to restrictions of the specification and good electrical practice.
- 15) The quantities in the bill of quantities are not to be used for ordering materials
- 16) All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

C2.2 Price List

SECTION	DESCRIPTION	AMOUNT R
1	PRELIMINARY AND GENERAL	
2	MV AND LV RETICULATION	
3	MV AND LV ANCHORS	
4	MV TRANSFORMERS	
5	MV OVERHEAD SYSTEM	
6	OVERHEAD SUPPORTS	
7	LV INFRASTRUCTURE	
8	HOUSE CONNECTIONS	
	NET TOTAL OF TENDER	
	ADD CONTINGENCIES 10.00% OF NET TOTAL	
	TENDER AMOUNT	
	CONTRACT PRICE ADJUSTMENT PROVISION	
	ALLOWANCE FOR VAT AT 15.00%	
	TOTAL TENDER SUM	

Contractor:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

INDEX
Bill of Quantities (See the attached)

WARD 13 HIGHFLATS PHASE 2 ELECTRIFICATION PROJECT

ANNEXURE D		DESCRIPTION	UNIT	QTY	AMOUNT	TOTAL
ITEM No.	DRW No.					
PRELIMINARY AND GENERAL						
A		FIXED CHARGE ITEMS				
A.1	Site Establishment:	The Contractor shall establish the site camp and maintain throughout the construction period and allow for removal of such upon completion of Works.		1		
A.1.1.		Office and Meeting Room complete as per P&G's Guideline	Sum	1		
A.1.2.		Stores	Unit	1		
A.1.3.		Sanitation	Sum	6		
A.1.4.		Electricity	Sum	6		
A.1.5.		Supply and Install Diamond mesh fencing at 1.8 Meters high including Lockable Gate 1.8m high x 3.6m wide	Sum	1		
A.2.	Sign Board Labour					
A.2.1		Contractor shall erect on site, maintain throughout the construction duration	Sum	6		
A.3.	Sample Board and Stubby Line					
A.3.1		Construct a sample board and stubby line as per the drawings and specification stated in the latest revision of MVL-EI-048 published by Eskom Standards Implementation Department.	Sum	1		
A.4.	Health and Safety measures (In terms of 34-333)	Safety & Health, Environmental				
A.4.1		Compliance with OH&S Act & Construction Regulations, must allow for Casuals Medical Test minimum of 15 Casuals and Comply with Covid-19 Regulations.	Sum	1		
A.5.	As Built					
A.5.1		The Contractor shall maintain and update an as-built drawings as per detailed specifications	No charge	1		
A.6.	Construction Plan					
A.6.1.		Contractors must allow for the preparation of a detailed programme reflecting the outage dates.	Note	1		

A.7.	Materials Management					
A.7.1		The Contractor shall make allowance to receive at Eskom stores, transport to site, offload and stack the free-issue materials supplied to the contractor.	Sum	1		
A.7.2		Once authorised by the Client, the unused materials shall be loaded, off-loaded , stacked and returned to the Eskom Store from where it originated.	Sum	1		
A.8.	Contractual requirements	Comply, maintain all insurance and statutory contributions, etc.				
A.8.1		Allowance to Comply, maintain all insurance and statutory contributions, etc. (This lump sum shall be divided and paid in accordance to the number of months allocated to the project)	Sum	6		
A.9.	Compliance with EPWP Requirements					
A.9.1		Completion and submission of the Expanded Public Works Programme report	No charge	6		
A.9.2		Allowance to comply with Student Training Programme as per requirement of the contract. (This lump sum shall be divided and paid in accordance to the number of months allocated to the project)	Month	6		
A.9.3		Allowance to comply with CLO Programme as per requirement of the contract. (This lump sum shall be divided and paid in accordance to the number of months allocated to the project)	Month	6		
SUB-TOTAL						
	Sub total					
B.		TIME RELATED ITEMS				
B.1	Site Establishment			6		
B.1.1.		Maintain Site Office and Meeting Room complete as per P&G's guideline	Month	6		
B.1.2.		Maintain site storage	Month	6		
B.1.3.		Water	Month	6		
B.1.4.		Sanitation (service)	Month	6		
B.1.5.		Electricity	Month	6		
B.2	Accommodation	Accommodation allowance is for the contractor's staff excluding the casual labourers which are assumed to be residing in the area where the works are executed.				
B.2.1.		Staff Accommodation allowance	Month	6		
B.3	Security					

[illegible]

	Ring Main Units and Plinths								
	Take delivery of and safely store on site ring main units and precast plinths from supplier. Transport to site and install as per Eskom DT Standards. All civil work to be included. Cable terminations and earthing are measured elsewhere.								
2.10	RMU 11kV 630A 3R N/EXT CSTL	8060	No						
2.11	Plinth Pre-cast 11+22kV 3 SF6 RMU	8025	No						
	Sealant Strip								
	Install sealant strip between the mini-sub base and the top surface of the plinth.								
2.12	Sealant Strip	8029	m						
	Medium Voltage Sectionalisers and Links								
	Supply and install link isolators as detailed including the installation of crossarm brackets and the termination of conductors and including the drilling of holes in wooden poles as required.								
2.13	Section Links, Single Pole (2.5m X-arm) (Three phase)	1848	No	3					
2.14	Equipment Links, Single Pole (2.5m X-arm) (Three Phase)	1849	No	0					
2.15	Dual Phase Solid Links (Including 1866B Structures)	1848	Set of 2	0					
2.16	Three Phase Solid Links (Including 1866B Structures)	1848	Set of 3	3					
2.17	Dual Phase Fuse Links (Including 1866B Structures)	1848	Set of 2	0					
2.18	Three Phase Fuse Links (Including 1866B Structures)	1848	Set of 3	0					
	Neutral Surge Arrestors								
	Supply and install a LV surge arrestor including lugs and galvanised bolts.								
2.19	6kV, 10kA Surge Arrestor	1860	No	5					

	Amount carried over to next page								
BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13									
					PRICE (EXCL VAT)				
Item	Description	DDT Ref.	Unit	Quantity	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Amount brought forward from previous page								
	MV Surge Arrestors								
	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer. NOTE: Two sets of surge arrestors per transformer bushing inclu support bracket and accessories.								
2.20	11kV, 10kA Surge arrestors	3100	No						
2.21	22kV, 10kA Surge arrestors	3100	No	8					
	Transformer Earthing								
	Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for all required MV earth electrodes, consisting of four earth spikes in accordance with the Distribution								

[illegible]

BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13						PRICE (EXCL VAT)			
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Conductor								
	Supply, safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.								
Note	The following dimensions will all be "Conductor Length" with 10% is allowed for slack & wastage. Additional wastage/slack is for Contractor's account.								
	HARE								
3.1	Dual Phase		m	0					
3.2	Three phase		m	650					
	Fox								
3.3	Dual Phase		m	0					
3.4	Three Phase		m	2 000					
	MV Cable								
	Supply and deliver and safely store on site MV cable as supplied from supplier. Transport to site and install as per Eskom Standards and DDT 0854.								
3.5	Cable 11kV 3C 95SQ Cu (XLPE Type A)	8001	No	0					
3.6	Cable 11kV 3C 50SQ Cu (XLPE Type A)	8001	No	0					
3.7	Cable 11kV 3C 185SQ Cu	8001	No						

	(XLPE Type A)								
	Amount carried over to next page								
BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13					PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Supply Total	Install Rate	Install Total	
	Amount brought forward from previous page								
3.6	Transformer Earthing								
	Supply and install all materials for the complete earthing of								
	transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required		No	3					
3.7	Medium Voltage Structures								
	Allow for the following structures and insulator								
	assemblies in accordance with the specifications as shown in the drawings. Include the drilling of holes and treating of such holes, the provision of the Unails and earthwire in								

	accordance with Eskom								
	specifications. The supply and installation of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole								
	structure as per Eskom specification. Exclude the								
	supply and planting of poles, stays and struts which are measured elsewhere.								
	Supply and install all material as specified for the construction of the following MV structures.								
	Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are								
	measured elsewhere								
	Note: RX refers to statutory road crossings with the relevant DDT0257-10kN-31mm/kV post insulator, full wrap tie or DDT0251-40kN-31mm/kV longrod with pistolgrips.								
	3 PHASE STRUCTURES General Arrangement								
3.7.1	3 Phase - Staggered Vertical (600mm spacing) - Intermediate - 0° Deviation	1710	No	0					
3.7.2	3 Phase - Staggered Vertical (600mm spacing) - Intermediate - 0° Deviation	1713	No	0					
3.7.3	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	1740B	No	4					
3.7.4	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation (RX)	1740BRX	No	0					
3.7.5	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1743	No	0					
3.7.6	Delta / 2,5m Wood X-arm - Strain - 0° Deviation (RX)	1743RX	No	0					
3.7.7	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1744	No	0					
3.7.8	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation (RX)	1744RX	No	0					
3.7.9	Delta / 2,5m Wood X-arm - Strain - Terminal	1746	No	0					
3.7.10	Delta / 2,5m Wood X-arm - Strain - Terminal (RX)	1746RX	No	0					

3.7.11	Phase / phase - Delta / 2,5m Wood X-arm - Intermediate -0° Deviation	1340B	No	0					
3.7.12	Phase / phase - Delta / 2,5m Wood X-arm - Intermediate -0° Deviation - 10KN RX	1340BRX	No	0					
3.7.13	Phase / phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1343	No	0					
3.7.14	Phase / phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1343RX	No	0					
3.7.15	Phase / phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1344	No	0					
3.7.16	Phase / phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1344RX	No	0					
3.7.17	Phase / phase - Delta / 2,5m Wood X-arm - Strain - Terminal	1346	No	0					
3.7.18	Phase / phase - Delta / 2,5m Wood X-arm - Strain - Terminal	1346RX	No	0					
3.7.19	Phase-Phase H Pole 4.5m Wooden X-arm Intermediate 0 Deg Deviation	1370	No	0					
	Amount carried over to next page								
BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13					PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Supply Total	Install Rate	Install Total	
	Amount brought forward from previous page								
3.7.20	Phase-Phase H Pole 4.5m Wooden X-arm Strain (0 Deg to 60 Deg Deviation)	1374	No	0					
3.7.21	Phase-Phase H Pole 4.5m Wooden X-arm Strain Terminal	1376	No	0					
3.7.22	3 Phase - Delta / 2 x 2,5m Wood X-arm - Strain	1747	No	1					

3.7.23	3 Phase - Delta / 2 x 2,5m Wood X-arm - Intermediate -	1748	No	0					
3.7.24	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - Terminal	1749	No	0					
3.7.25	3 Phase - Delta / 4,5m Wood X-arm - Intermediate - 0° Deviation	1750	No	0					
3.7.26	3 Phase - Delta / 4,5m Wood X-arm - Intermediate - 0° Deviation RX	1750	No	0					
3.7.27	3 Phase - Delta / 4,5m Wood X-arm - strain - 0° Deviation	1753	No	0					
3.7.28	3 Phase - Delta / 4,5m Wood X-arm -terminal strain	1756	No	0					
3.7.29	3 Phase - H-Pole / 3,5m Wood X-arm - Strain - 0° Deviation	1763	No	0					
3.7.29.1	3 Phase - H-Pole / 3,5m Wood X-arm - Strain -Medium (1°-60° Deviation	1764	No	0					
3.7.29.2	3 Phase - H-Pole / 3,5m Wood X-arm - Strain -Medium (1°-60° Deviation RX	1764RX	No	0					
3.7.30	3 Phase - H-Pole / 3,5m Wood X-arm - Strain - Terminal	1766	No	0					
3.7.31	3 Phase - H-Pole / 2x3,5m Wood X-arm - Strain - 0deg Deviation	1767	No	0					
3.7.32	3 Phase - H-Pole / 2x3,5m Wood X-arm - Strain - Medium 1 - 60deg Deviation	1768	No	0					
3.7.33	3 Phase - H-Pole / 2x3,5m Wood X-arm - Strain - Terminal	1769	No	0					
3.7.34	3 Phase - H-pole / 4,5m Wood X-arm - Intermediate - 0° Deviation	1770	No	0					
3.7.35	3 Phase - H-pole / 4,5m Wood X-arm - Intermediate - 0°-10° Deviation	1771	No	0					
	3 Phase - H-pole / 4,5m Wood X-arm - Intermediate - 0° Deviation	1773	No	0					
	3 Phase - H-Pole / 4,5m Wood X-arm - Strain -Medium (1°-60° Deviation RX	1774	No	0					
	4 Phase - H-Pole / 4,5m Wood X-arm - Strain -Medium (1°-60° Deviation RX	1774RX	No	0					
3.7.36	3 Phase - H-pole / 4,5m Wood X-arm -terminal strain	1776	No	0					
3.7.36	3 Phase - H-pole / 4,5m Wood X-arm -terminal strain RX	1776RX	No	0					
3.7.37	3 Phase Take-off - 2.5m Wooden X-arm	1804	No	4					
3.7.38	3 Phase Take-off - 2.5m Wooden X-arm RX	1804RX	No	0					
3.7.39	3 Phase Take-off - 2 x 2,5m	1805	No	0					

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4.3	Stays, Flying Stays and Anti-Climbing Devices								
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc.								
	The following stays shall be in accordance with the specification and shall include a stay plate								
4.3.1	MV Stay (DDT0341 rev 9, BIL 40kV & 150kV)	0341	No	0					
4.3.2	LV Stay	0341	No	50					
	The following flying stays shall be in accordance with the specifications and shall include poles & excavation.								
4.3.3	MV Flying Stay	0343	No	0					
4.3.4	LV Flying Stay	0343	No	0					
	The following struts shall be in accordance with the specifications and shall exclude poles & excavation.								
4.3.5	MV Strut	0342	No	0					
4.3.6	LV Strut	1167	No	10					
	Amount carried over to next page								
	BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION								
Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate		Install Rate		Total Price (R)
	JOHANNES PHUMANI PHUNGULA MUNICIPALITY - Ward 13								

	Amount brought forward from previous page								
4.4	Excavations and Compaction								
Note	The excavations for service connections are measured elsewhere								
	Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).								
	Before excavation work begins the Contractor shall evaluate the stability of the ground before excavation begins. Contractor shall use warning signs, positioned next to an excavation within which persons are working or carrying out inspections. Ref CR (11)								
4.4.1	Hole for 7m pole - 1.3m deep - pickable	0332	No	25	R	R			
4.4.2	Hole for 7m pole - 1.3m deep - compressor drilling	0332	No	25	-	-			
4.4.3	Hole for 9m pole - 1.5m deep - pickable	0332	No	100	R	R			
4.4.4	Hole for 9m pole - 1.5m deep - compressor drilling	0332	No	59	-	-			
4.4.5	Hole for 10m pole - 1.6m deep - pickable	0332	No	0	R	R			
4.4.6	Hole for 10m pole - 1.6m deep - compressor drilling	0332	No	3	-	-			
4.4.7	Hole for 11m pole - 1.8m deep - pickable	0332	No	2	R	R			
4.4.8	Hole for 11m pole - 1.8m deep - Compressor drilling	0332	No	0	-	-			
4.4.9	Hole for 12m pole - 2.0m	0332	No	0	R	R			

	deep - pickable				-	-			
4.4.10	Hole for 12m pole - 2.0m deep - Compressor drilling	0332	No	0	R	R			
4.4.11	Hole for 13m pole - 2.2m deep - pickable	0332	No	0	-	-			
4.4.12	Hole for MV stay - 1.5m deep - pickable	0350	No	0	R	R			
4.4.13	Hole for MV stay - 1.5m deep - Compressor drilling	0350	No	0	-	-			
4.4.14	Hole for LV stay - 1.4m deep - pickable	0350	No	50	R	R			
4.4.15	Hole for LV stay - 1.4m deep - compressor drilling	0350	No	20	-	-			
4.4.16	Hole for MV strut - 1.8m deep - pickable	0342	No	0	R	R			
4.4.17	Hole for LV strut - 1.3m deep - pickable	0342	No	0	-	-			
4.5	Pole Labels								
	Install labels on all poles in accordance with the specifications including the provision of all fixing materials. Transport site to be priced in Preliminary & General 1.9.1 Labels to the Eskom Standard SCSSCAAP5, TQGHSP05 and TQCSS005. Dynatape, masking tape or Hand written with permanent marker type labels are not to be considered for operational labelling under any circumstances.								
4.5.1	Equipment labels		No	6					
4.5.2	Mosdorfer fuse rating labels (transformers)		No	2					
4.5.3	Fuse - "Warning. Open all fuses before working on line"		No	5					
4.5.4	Transformer Max fuse notification label		No	2					
4.5.5	Feeder Max Fuse notification label		No	2					
4.5.6	Danger Labels (transformers, links, anti-climbings)	3202	No	8					
4.5.7	LV Feeder Labels		No	0					
4.5.8	Pole Top Box Phase Labels		No	200					
4.6	General Items								

4.6.1	Supply and install bird flight diverter		Each	0					
4.7	Supply and install labels Spiral Vibration Dampers as per the DT Standards								
4.7.1	Spiral Vibration Dampers (Hare, Oak & Fox)	3175	Each	0					
	Amount carried over to next page								
BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13									
Item	Description	DDT Ref	Unit	Quantity					
	Amount brought forward from previous page								
4.8	Supply and Install Anti-Climbing Devices as per the latest DDT Standards.								
4.8.1	Anti-Climbing Device as per 05TI09. Including the removal of existing spikes. Galvanised wire per DDT3170. Galvanises staples per DDT3129. Install on trfr str, struts, parallel MV stay wires, recloser str, OOL trfr str, etc, structures where meter boxes or equipment is installed <2m above ground, any str having cable secured by means of strapping <0.5m apart, any climbable pole str, apparatus etc as per DDT standard.	0399	per str	0					
4.8.2	Supply and Install, where MV & LV Earths are on the same structure, UV protected black PVC pipe of length 1.2m on each earth downwire, cutting the top and bottom of the pipe at 45deg, split the pipe so as to insert the MV/LV		per str	0					

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4.10.4	Ditto, but for LV 1m wide strip and no poisoning required		m	0					
4.10.5	Large trees (greater then 30cm diameter) including poisoning		No	0					
4.10.6	Inviromental Complainece Officer	PS	PS	6,00					
4.10.7	Handling fee		%	10,00					
4.10.8	Bush clearing and tree cutting permits license (All permits and licenses required for bush clearing and tree cutting). Obtaining of permits and licenses is the responsibility of the contractor.		No	10					
4.11	Survey								
	Set out pole and stay positions as indicated on rough detail sketches by tape measure and sighting rods where survey was not done by Eskom; per peg		No	0					
	TOTAL : Carried forward to summary								

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	Ensure correct tooling - D 51 Hydraulic Crimping Tool and dies, a 13mm tube spanner with T – bar, Phase separators, Slings, Wide Grooved Pulleys, Steel Pulling Socks, Pulling Swivels, Rickie, Come-along and Dynamometers.								
5.1.1	Three phase ABC (35mm ² 4 core) - insulated neutral	3141	m	0					
5.1.2	Dual phase ABC (35mm ² , insulated neutral)		m	0					
5.1.3	Dual phase ABC (70mm ² , insulated neutral)		m	0					
5.1.3	Three phase ABC (70mm ² , insulated neutral)		m	5,000					
5.1.4	Single phase ABC (35mm ² , 2 core) - insulated neutral	3141	m	2,500					
5.2	LV STRUCTURES								
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads.								
	Supply and install all the materials as specified for the following:								
5.2.1	Single Phase ABC Intermediate Assembly	1153	No	0					
5.2.2	Single Phase ABC Terminal Assembly	1154	No	0					
5.2.3	Single Phase ABC Strain Assembly (0-60 deg)	1155	No	0					
5.2.4	Single Phase ABC Strain Assembly (60-90 deg)	1156	No	0					
5.2.5	Single Phase ABC Tee from Intermediate	1157	No	0					
5.2.6	Single Phase ABC Tee from Strain	1159	No	0					
5.2.7	Single Phase ABC Cross intermediate	1160	No	0					

5.2.6	Dual Phase ABC Intermediate Assembly	1145	No	10					
5.2.7	Dual Phase ABC Terminal Assembly	1146	No	12					
5.2.8	Dual Phase ABC Strain Assembly (0-60 deg)	1147	No	9					
5.2.9	Dual Phase ABC Strain Assembly (60-90 deg)	1148	No	15					
5.2.10	Dual Phase ABC Tee from Intermediate	1149	No	8					
5.2.11	Dual Phase ABC Tee from Strain	1151	No	7					
5.2.7	Dual Phase ABC Cross intermediate	1152	No	6					
5.2.12	Three Phase ABC Intermediate Assembly	1100	No	15					
5.2.13	Three Phase ABC Terminal Assembly	1120	No	17					
5.2.14	Three Phase ABC Strain Assembly (0-60 deg)	1121	No	16					
5.2.15	Three Phase ABC Strain Assembly (60-90 deg)	1122	No	14					
5.2.16	Three Phase ABC Tee from Intermediate	1140	No	18					
5.2.17	Three Phase ABC Tee from Strain	1142	No	15					
5.2.18	Three Phase ABC Cross intermediate	1141	No	16					
5.2.19	Three Phase ABC Cross intermediate	1143	No	10					
	Amount carried over to next page								
BILL NO 5 - LV OVERHEAD DISTRIBUTION LINES									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13					PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Amount brought forward from previous page								
5.3	LV Fuse Switch Units								

	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit. Fuse ratings below allow for 120% overload.								
	One fuse unit is for the transformer and one unit per LV feeder for isolation/protection.								
5.3.1	160A Three Phase Load disconnecting switch MORSDORPHER 63A Fuse	0309	No	0					
5.3.2	160A Load disconnecting switch with MORSDORPHER 80A fuse		No	3					
5.3.3	160A Load disconnecting switch with MORSDORPHER 125A fuse		No	18					
	Amount carried over to next page								
BILL NO 5 - LV OVERHEAD DISTRIBUTION LINES									
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13					PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit	Tender Quantity	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Amount brought forward from previous page								
5.4	Earthing of LV Network								

Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers.								
	Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point.								
5.4.1	LV Earth (Crowsfoot)	0627	No	5					
	LV Pole Mounted Service Boxes (Outdoor)								
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.								
5.4.2	1-2. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands, per DDT0180.	3055	No	0					
5.4.3	1-4. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands, per DDT0180.		No	0					

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7.4	Sundry Items								
	Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scafing, kicking bolts, bonding, treating, etc. Excavation and compaction are measured elsewhere.								
7.4.1	5m pole, 80-100mm top diameter	0058A	No	375					
7.4.2	7m Pole, 100-120mm top diameter	0050B	No	50					
7.4.3	Install 'Unique Seals' supplied by Eskom and record on Control Sheet and PCS file. Two seals per unit.		No	375					
7.4.4	Install Marketing Labels complete. Labels to the Eskom Standard SCSSCAAP5 and TQGHSP05.		No	375					
7.4.5	Submit populated Control Sheet and PCS CorDaptix information to the Project Engineer upon the successful energising of a customer. Payment will only be made upon the successful loading of the Data onto Eskom's CorDaptix software system. Resolve queries raised by Eskom and the Engineer.		No	1					
7.5	Excavations and Compaction								
	Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).								

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BILL NO 7 - DISMANTLING AND REMOVAL										
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Ward 13						PRICE (EXCL VAT)				
Item	Description	Detail Ref	Unit	Quantity	Claim 1 Qty	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
8.	Prices are to include the recovery in good condition of items below, loading & offloading, temporary storage, transporting of the items to HCM Depot 2 stores, signing the return to stores forms. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction.									
8.1	Conductor									
	Allow for the loosening/unbinding of existing conductor, slackening off the existing conductor, removal from attachment and rolling up and transport to site store & HCM Depot 2 stores and booked back to stores with the relevant documentation.									
8.1.1	Fox Conductor	3136	m	0						
8.1.2	Three Phase MV Bundle	3136	m							
8.1.3	ABC -Single Phase	3136	m	0						
8.1.3	ABC -Three Phase	3136	m	0						

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FINAL SUMMARY					
JOHANNES PHUMANI PHUNGULA MUNICIPALITY -Highflats Ward 13			PRICE (EXCL VAT)		
Item	Description	Check	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL				
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.				
3	MEDIUM VOLTAGE OVERHEAD AND UNDER-GROUND DISTRIBUTION SYSTEM				
4	SUPPORT FOR OVERHEAD RETICULATION				
5	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES				
6	HOUSE CONNECTION				
7	DISMANTLING				
	SUB-TOTAL				
	HANDLING FEE @10%				
	SUB-TOTAL 1				
	RETENTION@10				
	CONTIGENCY@10				
	SUB-TOTAL 2				
	VAT				
	SUB-TOTAL FINAL				

PART 4.

C3: SCOPE OF WORK

C3.1 SCOPE OF SERVICES

Description of the Works

C3.1.1 Executive Summary

Johannes Phumani Phungula Local Municipality invites bids from suitably qualified and experienced Electrical Engineering Contractors approved for ESKOM MV/LV works in the ESKOM Eastern Region for the electrification of 375 new connections within Johannes Phumani Phungula Local Municipality.

The project is a provision of electrical infrastructure including compilation of all information to successfully upload the PCS files as required for reporting of energized connections for the Highflats phase 2 Electrification Project in Ward 13 of Johannes Phumani Phungula Local Municipality in **Harry Gwala District Municipality**, KwaZulu Natal - Eastern Region.

C3.1.2 Extent of Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, aligning, supporting, connection, commissioning and handing over in complete working order and providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and/or shown on drawings and set out in the bills of quantity and as described below:

The scope of works includes the following:

- **MV INFRASTRUCTURE:**
- MV ROUTE LINE TO BE CONSTRUCTED: 0,7 KM (TIE-IN)
 - MV ROUTE LENGTH 0,65KM OF 3 PHASE MV HARE CONDUCTOR,
 - BUILD 2KM OF THREE PHASE FOX CONDUCTOR

NEW ZONES x 5

- 1 x 200KVA NEW ZONES RATED AT 22KV
- 1x 315KVA NEW ZONE RATED AT 22KV
- 1x 16KVA NEW ZONE RATED AT 22KV

LV INFRASTRUCTURE:

LV ROUTE LINE TO BE CONSTRUCTED: 7 KM ENTIRE PROJECT.

LV ROUTE: 5 KM OF THREE PHASE LV ABC 70MM²,

LV ROUTE: 2.5 KM OF THREE-PHASE LV ABC 35MM²

25 KM OF 6MM²AD

375 X 20A SMART METER (ALL TO BE INSTALLED)

5 x Data concentrator.

The respective MV lines, transformers, auxiliary equipment and house services connections, are to be supplied, constructed, commissioned, tested, energized, and handed over to the Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative and Eskom T&Q, Clerk of Works and TSC.

C3.2 Risks:

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built-up area and there are possible public liability risks.
- Ergonomic risks from working on elevated positions
- Weather related risks as temperatures can be extreme
- Hi-jacking risks
- Most parts of the area have explored rocks, earthing of Transformers and general work may pose a challenge.

C3.3 Material

All materials for Highflats Electrification Project are to be supplied and delivered by the contractor for safe keeping on site.

Transport for collecting of materials is for the Contractors account.

Transport for returning of **All** the Eskom or Municipalities surplus and dismantled materials are for the Contractors account.

Items for The Works Supplied by the Municipality received from Eskom

The following material will be supplied to the Contractor as the work conducted is under the jurisdiction as an Eskom Operations and Licensed area:

SAP NO.	QUANTITY	DWG. NO.		DESCRIPTION
			Supplied	Trf Labels, Links Labels, House Labels and Seals

Materials supplied by Eskom, marked "collect" must be collected from Eskom Stores.

The Municipality representative and the Contractor shall sign the Goods Issue Document at collection as a declaration that;

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable
- Any discrepancies found shall be noted in the remarks column and co-signed by the Municipality representative
- Municipality representative and the Contractor

MATERIALS SUPPLIED ARE:

All other materials associated with the completion of the project as per the bill of quantities.

The Storekeeper shall action these remarks

The Contractor is responsible to store and safeguard the material on site.

All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the Project Manager on collection and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Department of Energy. Johannes Phumani Phungula Local Municipality will not be held responsible for any construction delays resulting from loss of material.

All surplus material, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to Johannes Phumani Phungula Local Municipality's Operational Store.

Loss, theft or damage to material supplied by Johannes Phumani Phungula Local Municipality while under the Contractors control shall be for the account of the Contractor. The risk in the material shall pass from Johannes Phumani Phungula Local Municipality to the Contractor on receipt by the Contractor

The Contractor shall have no claim against Johannes Phumani Phungula Local Municipality in respect of delay and disorganization of work due to late deliveries of materials to Johannes Phumani Phungula Local Municipality Stores or railheads for reasons beyond the control of Johannes Phumani Phungula Local Municipality.

It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Johannes Phumani Phungula Local Municipality's Project Manager immediately.

The Contractor shall maintain a record of material receipts, on hand and were used at the storage premises at all times.

The Eskom Project Manager shall be allowed free access to audit and inspect such site stores

The Contractor shall ensure that all materials required for the completion of this Works, shall be timorously ordered and delivered. A minimum of 14 (fourteen) days' notice on a dispatch request form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials shall be available for collection.

The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom Distribution Standard

The Contractor shall nominate a responsible person for receiving of material from Johannes Phumani Phungula Local Municipality Stores. The nominated person shall collect materials personally and shall present identification to Municipality's requirements.

At the end of the contract period, all surplus material shall be returned to Municipality's Operational Store(s) from where they originated

No person shall be allowed or permitted access to the material storage area without the written consent of the Project Manager.

The Contractor shall not release any material received by this store to any person, including Municipality personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

Copies of receipt slips shall be forwarded to the Employer's representative on receipt and a record shall

be kept on site of the total quantities of material received. Such records will be subject to audit by the Employer's representative. The Employer will not be held responsible for any construction delays resulting from loss of material.

If meters are mislaid on a project, the *Contractor* must immediately notify the *Employer* of the loss. The *Contractor* will be liable to the *Employer* for all meters that are mislaid or lost on the project. The *Employer* will deduct an all-inclusive cost of R 3000.00 (excluding VAT) per meter from the payments due and / or retentions held.

"Contractors are at all times fully accountable for meters commissioned illegally or service connections completed illegally, for financial compensation or not, whether the connections were completed by their staff or by others. The contractor will not be relieved of his accountability based on whether the staff *introduced and employed for Eskom work is of temporary or permanent* nature.

Any illegal activity that is uncovered that is as a result of a particular contractor's staff will result in the contractor and the staff being liable and being penalized, charged and possibly prosecuted."

C3.4 Meetings

It is envisaged that the Contractor will be attending the following meetings at his own cost

Meeting	Frequency
Site Inspection (Quality Assurance)	twice a month
Site Meetings	once a month
Pre-Energising commissioning	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

C3.5 Recording of Tests / Complaining / Safety Data

The Appointed Contractor should provide the books / manuals for recording the above data.

C3.6 Programme

C 3.6.1 Key Dates

Clarification meeting	15/07/2025
BoQ returnable	01/08/2025
Construction to Commence	13/10/2025
Construction Completion	30/04/2026
Energising of all connections	30/04/2026
Handover data. As-built drawings	30/05/2026

Anticipated connections

Total - 375 connections

A detailed construction and resource schedule to be provided by contractor as indicated in the annexure. This becomes part of the contract. Failure to provide this may result in disqualification

C3.6.2 Documents, Liaison and Reporting

- a) **Employer's Agent** duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

Thokomela Engineering (PTY) LTD

25 Poinsettia Road
Cleland
Pietermaritzburg
3201

ATTENTION: **Mr. Mbuso Macinga**

Tel: 078 364 5859

Fax: 086 633 8385

Email: info@thokomela.co.za

- (b) *Original* invoices to be sent to:
JOHANNES PHUMANI PHUNGULA LOCAL MUNICIPALITY

Physical Address

29 Margaret Street

P.O. Box 132

Ixopo

3276

Telephone No: (039) 834 7700

Fax No: (039) 834 7700

E-mail: hzakuza@ubuhlebezwe.gov.za

- (c) Reporting Requirements:

A weekly progress report containing:

- Executive summary
- Performances to date
- Matters Arising
- Upcoming planned duties
- Conclusion/ recommendations
- Overall performance of Contractor
- Etc.

has to be sent to the above-mentioned *Employer's Agent, every Friday*.

The following feedback is also required by the above-mentioned responsible person:

Physical progress on all aspects of the project every Friday before 15h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

(d) Payments:

The assessment for work done on site will be on the 15th day of each month

NOTE:

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-dap tix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.7 Temporary Works

The Contractor is to allow for all temporally works required erection and installation of the electrical plant and equipment to be installed under this contract.

C3.8 SMME / BWO Status

Contractors are requested to supply information pertaining the ownership and control of the company. The contractor is to supply their BEE Verification Certificate and CIDB confirmation status.

Confirmation of the above and current ownership is a Tender Returnable.

C3.9 Procurement

C3.9.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

C3.9.2 Community Involvement

Generally

In all the Municipality activities (electrification, customer service, etc.) *Johannes Phumani Phungula Local Municipality* involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established *Municipality* methods and channels

Contractor must organize all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the Contractor

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

Implementation of Johannes Phumani Phungula Local Municipality policy

The following aspects of Johannes Phumani Phungula Local Municipality's intentions regarding community-oriented projects

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (Contractors)
- Transfer of administrative, managerial and commercial skills

C3.9.3 Expanded Public Works Programme

Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by the Consultant’s Marketing Agent, as per the labelling standard, TQCSS005.
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom customer management system within 7 days after energization.
- Sealing of all installed customer meters
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

The all the construction works comprised in this contract is for the Highflats (phase 2) Electrification in Ward 13 of Johannes Phumani Phungula Local Municipality area.

Employer’s Objectives

The employer’s objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects (Table 1)

Table 1: Base indicators to be collected on all EPWP projects

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually, spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

Table 2: KPI's to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	Number of training days provided	Total sum from all projects	Measure total amount of training provided
4	Overall spending on EPWP projects	Total sum from all projects	Measure total government spending on the EPWP
5	Demographics of workers on EPWP projects	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	Average length of employment created	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	Total income paid out to previously unemployed workers	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	Average income of EPWP worker	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	Average duration of training provided	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the Programme
9	Percentage of spending paid out to EPWP workers	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

C3.10 Construction

C3.10.1 Outline of Additional Work Required by the Contractor

Community liaison

Materials management

Outage management

Quality management

Commissioning

Hand-over

C3.10.2 Statutory Requirements & Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003

The principles of the Distribution Standards (Eskom)

The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

The Construction Regulation under Government Gazette No. 25207 of 18 July 2003

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

Wireman's License

Electricity Contractors Board Registration
Operation Regulation for High Voltage Systems

Appointment of a responsible person in terms of the Occupational Health and Safety Act, Act 85 of 1993

C3.10.3 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSN008** listed under section 3, Specifications), and shall be new and of the best quality. If any deviation or variance from the above to be approved by the Consultant prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1" Specification for Phase Conductor for Distribution Lines" February 2001.

C3.10.4 Refurbished Materials

Only new material will be tendered on in the main offer. Refurbished / second-hand material may only be tendered as an alternative

C3.10.5 Marked Conductor

- Only marked conductor may be used on this project as per Eskom standard on projects
- The tenderers provide for waste and off-cuts in their tenders.
- The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of the Municipality.
- Johannes Phumani Phungula Local Municipality will maintain ownership of the marked conductor at all times.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom related projects. Johannes Phumani Phungula Local Municipality will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- Johannes Phumani Phungula Local Municipality pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.

The contractor arranges for returning unused marked conductor to the supplier, should there be any.

- The contractor returns all waste and off-cuts to the Municipality stores.
- An accredited Distributor may only be included in the supply chain if Johannes Phumani Phungula Local Municipality have received confirmation from the Eskom-approved Manufacturer of the following:
 - The Distributor is an approved/ accredited Distributor of the Manufacturer.
 - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
 - Marked conductor will be delivered directly to the contractor/ site.
 - No marked conductor may be at the premises of the Distributor.
- The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

C3.10.6 Restriction Applicable to the Successful Tenderer

Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies

C3.10.7 Plant and Materials, Including Materials Supplied by the Employer

C3.10.8 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.10.9 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

C3.10.10 Earthing

The Contractor will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the tender. (as per Earthing Standards part 2).

C3.10.11 Clearances and shared structures

As per the Distribution Standard.

C3.10.12 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

C3.10.13 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the Project Manager.

(The Consultant and Johannes Phumani Phungula Local Municipality personnel will be granted full and unconditional access.)

C3.10.14 Connections

The following principles apply to connections

- (a) Where only a meter change occurs,

The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies

- (b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor. (**see bill no. 6 in all the project bills**)

Note:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (See bill no. six (6) in the Bill of Quantity.)

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-dap tix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.10.15 Upfront Payment

Tenderers may submit an alternative tender indicating the savings in cost if the Contractor was to be paid for the upfront purchase and delivery of material.

The upfront payment for materials on site is subject to the Contractor meeting the following criteria:

Contractor provides proof that the ownership of the said materials has passed from the supplier to the Contractor (i.e. letter from supplier stating that the materials are paid for in full / or cession from supplier ceding title to the Contractor);

List of materials supported by copies of invoices and delivery notes;

Cession from the Contractor transferring ownership of said materials to Johannes Phumani Phungula Local Municipality;

Verification by Employers representative / Clerk of Works that materials are on site.

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C3.10.16 Marketing and PCS data

1. Gather all project and customer information.
2. The area to be covered must be indicated on a map with clear boundaries.
3. Community meeting must be held explaining the purpose of the contractor's visit to the area prior to commencement of fieldwork.
4. Explain the electricity process to the customers.
5. Capture final GPS coordinates of installation where the meter is installed.
6. Capture the attribute data of the household in accordance with Eskom specification.
7. Allocate a number to the house in accordance with Eskom specification. This number is called the AltID of the installation. Attach labels as per Eskom's standards.
8. Attach labels to the stubby pole using Eskom approved labels. In the absence of stubby poles labels to be attached to house.
9. Complete Prepaid Application Data Collection Form. The forms will be supplied by Johannes Phumani Phungula Local Municipality.
10. Present GPS data to Eskom representative in.dgn format as required by MicroStation version 8
11. The PCS file is to be populated with accurate information and special attention to the Meter number, Installation Certificate number, Sealing device number and AltID number
12. The meter number needs to be checked off against the scanned meter number from the MATs system received from the Consultant on the issuing of the meters.
13. Installation AltID must be indicated on the. dgn.
14. The installation data must be updated and presented in the latest PCS.xls spreadsheet
15. The GPS coordinates must have an accuracy of 3-5 meters
16. The Installation Certificates are to be filled per transformer zone in a lever arch file.
17. PCS file needs to be verified by the consultant and customer services DC's
18. The GPS format must be WGS84. Account Number is done by Eskom at Uploading Stage.

C3.10.17 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the Municipal's Project Manager's approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the tendered commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point (to be agreed with the Project Manager). The cost of the sample system in its entirety will be for the Tenderer's account.
- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.

- The stubby line and sample board shall remain available and intact for the full duration of the project.

C3.10.18 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of the Municipality from the Authorities concerned and such approvals must be forwarded to the Eskom's Technical Evaluation Office. All approvals to be done via Eskom's Technical Evaluation Office to cater for annual consideration/records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Municipality Project Manager.

C3.10.19 Specification for “As-Built” Plans (Rev. 4 1999-10-25)

Main Objective

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to the Consultant technical evaluation for the creation of the as-built drawings.

C3.10.20 Reporting to the Consultant and Municipality

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

C3.10.21 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

Blasting of holes will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All holes to be blasted will have to be verified by the Consultant prior to blasting and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.11 PROGRAMME, PLANNING & REPORTING

A Programme is to be submitted within 14 days of contract award. The Programme shall indicate critical path activities and shall be submitted in hard copy and MS Project format (.mpp) or Excel (.xls).

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be coordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorized employees of the Employer.

One quarter of the Price for work done to date will be retained in assessments of the amount due until the Contractor has submitted their first Programme showing the information which the Works Information Requires

The *Contractor* shall submit a Programme in the form of an activity schedule, which itemizes the Works and indicates both the Rand value and the duration/completion of each activity.

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)

- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor (s)

has to be sent to the *Employer's Agent*

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Thursday before 12H00

The format and definitions will be discussed with the *Contractor* and by the *Employer's Agent*.

C3.12 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by the Municipality and Consultant; when all connections are energized and handed over to Eskom.

The Contractor must submit marked-up drawings to the Consultant, who will compile and submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-built.

C3.13 QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfill this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

C3.14 SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses the following must be strictly adhered to on inception and award of contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in building of power lines:

- # Sagging
- # Crimping
- # Building power lines
- # First aid
- # Emergency preparedness

- HV REG's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.15 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and coordinated through *Eskom's* Eastern Region Environmental Department (New Germany).

C3.16 SITE SERVICES & PROCEDURES

The *Contractor* is to provide everything necessary for the proper and timeous completion of the project.

- a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c) The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)
- f) The Contractor is to provide all necessary water and sewage connections

g) The Contractor provides facilities and resources for first aid, firefighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.

h) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites: Requirements to be met by Contractor
NWS 1494 NWS 1007/T	3	Fire Prevention and Protection of Contractor's Premises on New Works Sites The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems

ESKASAA4

Occupational Health and safety requirements to be met by Contractor and Sub-Contractors

- i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- j) Salvaged equipment from the dismantling process is to be removed from site and returned to the JOHANNES PHUMANI PHUNGULA Municipal Store in consultation with the Employer's Representative.
- k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.
- n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- o) The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.
- p) Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.
- q) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

C3.19 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

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C3.20 SPECIFICATIONS

List of Specifications applicable to this Contract:

Document No.	Revision	Title
	Latest	Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL).
	Latest	Engineering Instructions As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request.
	Latest	Technical Bulletins As issued by Eskom's Distribution Technology, Simmer pan Copies of the relevant Bulletins are available on request.
Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231		As-Built Drawings Specifications for As-Built Drawings MicroStation Data Levels Standard MicroStation Design File Settings As-Built Drawing
Annexure D ESKPVAZ1 ESKPAAD6		Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy
Annexure E ESKASAAU7		Quality Quality Requirements for the Procurement of Assets, Goods & Services
Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8		Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus
SCSPVABP4	0(B)	Management of Substance Abuse
ESKADABD7	1	Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429
E1-048-MVL		Technology & Quality Engineering Instruction: Generic Stubby Line
TDQES001		Authorisation of contractors / Eskom staff
SCSASABW3 SCSPVACL6 SCSSCABA5	Latest Latest Latest	Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers

C3.21 REQUIREMENTS FOR THE PROGRAMME

The contractor is to provide a detailed construction Programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

A weekly progress report shall be submitted electronically to the employer's representative each Friday before 15H00

A daily log (provided by Eskom) shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

C3.21.1 Employer's Health and Safety

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

Tenderers are required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

SCSPVABF3 - Occupational Health & Safety Requirements to be met by *Contractors* and Sub Contractors Employed by Eskom

DISPVABF3 - Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

EPL 32-94 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

SCSASAAW8 - Standards Applicable to Contractors Working in Close Proximity to Live Apparatus

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatory's with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The Contractor, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatory’s and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any *Eskom* Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The *Employer*, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor’s employees, agents or Subcontractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandataries to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor , its employees, agents, Subcontractors and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

C3.21.2 Health and Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. **No construction work to commence without the prior approval of the Health & Safety Plan.**

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

C3.22 HANDOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field

Services, Clerk of works as well as Contractor must be handed to the Employers representative:

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.23 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be FRA'd (Finalization Release Approval) and closed.

C3.24 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof

It is important to note that, although Johannes Phumani Phungula Municipality has taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. Johannes Phumani Phungula Local Municipality will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

PART5:C4: PROJECT SPECIFICATION

C4.1 Site of Works & Site Conditions

The Contractor must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. Rock, Soil Conditions etc)
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

The site area is covered by the Ixopo Field Services network.

The tendering Contractor shall make provision in the prices to undertake the Works in a multitude of differing terrains. Attention is drawn to the likelihood that some roads and areas may not be completely accessible by construction vehicle and some of the work may need to be undertaken by hand.

All excavations requiring blasting are to be assessed and approved by the Employer prior to the excavation thereof.

Blasting will be done by specialists under the regulation of the Explosives Act.

Should blasting be necessary, the tendering Contractor shall take every precaution to protect the Works, persons, animals and property in the vicinity of the site. The tendering Contractor will be held responsible for any injury or damage caused by any blasting operations and shall, at his own expense, make good such damage.

The tendering Contractor must consider any limitations identified and recommendations made during the environmental studies when deciding on access routes to the construction site

The location of all services and servitudes must be identified and confirmed prior to commencing any excavation. Any damage to any other services during the contract is for the Contractors account.

All IAP's shall be notified in advance of any known potential risks associated with the construction site and the activities on it.

Examples of these are:

- Stringing of power lines
- Blasting
- Excavations
- Machinery on steep slopes above houses / infrastructure
- Risk to residents along haulage roads / access routes

Work at places where the overhead line crosses roads shall be carried out in accordance with the requirements laid down by the National Department of Transport and by the KwaZulu-Natal Department of Transport.

All travelling is to be included in the unit rates per item.

Highflats Phase 2 electrification falls under the uMzimkhulu CNC. Access to the village is via a gravel road after off ramping from the main road Highflats. The village is situated in a dry and hot area in the KwaZulu-Natal Province. A summary of the conditions likely to be encountered on site is given below.

Temperatures	Very hot in summer, very cold in winter
Rainfall	Average to stormy and lightning strikes
Vegetation	A few private crops, short grassy areas, mainly grazing
Agriculture	Rolling lands with lots of community gum plantations, patches of thick thorny bush
Topography	Semi flat
Soil type	Partially Hard rock and River sand

The Contractors must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings.
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

C4.2 Access to Farms

Eskom is dependent on the continued goodwill of land owners for the acquisition of power line servitudes. A courtesy call on the resident owners, farm managers or lessees by the Contractor is considered essential to explain the work that is about to commence. It is mandatory that farm owners are advised in writing that work is due to commence on a given date, that crops or trees might be damaged in order to complete the work and that compensation for such damage will be paid.

PART5:C5: SITE INFORMATION

Project Risk Assessment Worksheet

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CREATE

Revision: Rev.0

Site of Project Title/Number:

**HIGHFLATS Phase2
Electrification**

Enquiry No.

Nature of work:

Electrification

No	Hazard present	Yes/No	Describe the hazards and obvious control or protective measures necessary	Likely consequences of an accident (a)			Number of workers exposed to hazard (b)			Probability of harm (c)
				L	M	H	L	M	H	L
1	MV Electrocutation	Yes	Work is carried out close to MV and LV lines ensure that the line is dead and only the competent person can work with the correct PPE such as long sleeve overalls' and rubber gauntlets.			X			X	
2	Water on site	Yes	Contractors will be working on site without water for worker to drink, wash and cook, therefore it is expected the contractor to bring clean water from their workshop to site every day.			X			X	
3	Snake bites	Yes	Contractors will be working on site(bushes) without proper PPE's e.g. safety boots (covering ankle) the workers are exposed to snake bites therefore it is expected the contractor to ensure that, their employees wear PPE's every day.		X			X		
4	Sanitation	Yes	Contractors will be working on site without toilet and rubbish bin for worker therefore it is expected the contractor to bring moving toilet and rubbish bin from their workshop to site.			X			X	
5	Security	Yes	Site office must be fenced and a security guard must be available on site			X			X	

6	Pole holes and trenches	Yes	Contractors will be expected to barricade all pole holes and trenches so that people and livestock will not fall into the pole holes.			X			X	
7	Holy grounds	Yes	Contractors must not enter the graveyards as they might step on the graves		X			X		X

PART6:

C5: LOCAL DRAWINGS

