

# DITSOBOTLA LOCAL MUNICIPALITY



## PROVISION OF HIGH MAST LIGHTS IN SHEILA

**CONTRACT NO: MIG/NW/2749/24/25**

**TENDER SUBMITTED BY:**

**NAME OF TENDERER:**.....

**ADDRESS OF TENDERER:**.....  
.....

**CRS NUMBER:**.....

**TEL NUMBER:**.....

**FAX NUMBER:**.....

**TENDER AMOUNT:**.....

|   |                                   |
|---|-----------------------------------|
| <b>ISSUED BY:</b>                               | <b>COMPILED BY:</b>               |
| The Municipal Manager                           | The Director                      |
| Ditsobotla Local Municipality                   | Kgabagare Engineering Consultants |
| Burgersentrum/Civic Centre                      | P.O Box 3545                      |
| Dr Nelson Mandela Rylaan/Drive Lichtenburg 2740 | MMABATHO, 2735                    |
| Tel: 018 633 3800                               | Tel: 018 384 0764                 |
| Fax: 018 632 5247                               | Fax: 086 684 8867                 |



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfillment

**CLOSING DATE: FRIDAY, 10<sup>TH</sup> JULY 2024 at 12h00**

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## T1 TENDERING PROCEDURES

### T1.1 TENDER NOTICE



## DITSOBOTLA LOCAL MUNICIPALITY

### INVITATION TO TENDER

Suitably qualified service providers are hereby invited to submit proposals for the following:

| Bid No            | Description   | Evaluation Criteria                 | Closing Date       | Enquiries                         | Compulsory Briefing Session |
|-------------------|---|-------------------------------------|--------------------|-----------------------------------|-----------------------------|
| MIG/NW/2749/24/25 | Provision of Sheila high mast lighting in the Ditsobotla Local Municipality | 80/20, PPR, 2017 and BBEE, CIDB 3EP | 10/07/2024 @ 12:00 | MR. I. MOTLHABANE<br>018 633 3800 | Not Applicable              |

Bid documents will be available on the E-Tender portal and municipal website [www.ditsobotla.co.za](http://www.ditsobotla.co.za) from **Tuesday, 29<sup>TH</sup> May 2024** **NB!!! There will be no compulsory site inspection due to covid19 therefore it is the responsibility of the bidder to do conduct site assessments. For further enquiries kindly contact Mr .T Khutsoane (018) 381 0764 for assistance to the above mentioned.**

#### **Submission of Tenders**

Tenders must be submitted not later than **12H00 on Wednesday, 10<sup>th</sup> JuLY, 2024. Faxed, emailed and late proposals will not be accepted.**

**By hand:** Bid documents and supporting documents must be placed in a sealed envelope clearly marked the, Bid number & Description respectively and deposited in the tender box at the Municipal Building, 33 Campbell Street, Barkly West, 8375.

**By post:** To reach the Head Supply Chain Management, P.O. Box 7, Lichtenburg, 2740, in sufficient time for it to be placed in the Tender box before closing time.

#### **Opening of Tenders**

Tenders will be opened in public at, **12H00 on Wednesday, 10<sup>th</sup> JuLY, 2024.** It is the responsibility of the municipality to ensure the safety of our employees and the prospective bidders. Please note the Disaster Management Act, 2002, Published in the Gazette on 18 March 2020 that should be adhered to during the opening of the tender.

1. Members of the public participating on the opening of the Bids must put on their mask and sanitize when entering premises.
2. Due to insufficient space at the Municipality, only a limited number of at least 8 people from the public will be allowed to participate on the opening of tender in the finance department therefore the 1<sup>st</sup> 8 bidders will be allowed to participate on the opening of tenders. The bid register will be emailed to those that submitted their proposals.

#### **Bidders must take note of the following:**

- ✓ Prospective Tenders must be registered with the CIDB in a 3 EP Class of construction works.
- ✓ Tenders must have the necessary skills, experience, capacity to complete and commission the works successfully in terms of the tender documents as per the required standards
- ✓ Bids must only be submitted on the bid document provided by the Ditsobotla Local Municipality
- ✓ Persons in the service of the state are not allowed to bid
- ✓ Attach certified ID documents and Company Registration forms
- ✓ Bidders are requested to attach their recent municipal accounts of the company not in arrears for more than 90 days and/or lease agreements in the case where the company rents
- ✓ Attach copy of Tax Clearance Pin obtainable from SARS
- ✓ CSD Registration forms to be attached
- ✓ The bids will be evaluated and adjudicated in terms of Preferential Procurement Policy Framework Act No.5 of 2000, Preferential Procurement Regulation 2017, Municipal Supply Chain Management Regulations and Supply Chain Management Policy of the Ditsobotla Local Municipality.
- ✓ The lowest or any tender will not necessarily be accepted
- ✓ Ditsobotla Local Municipality reserves the right to accept the whole or a part of any tender.
- ✓ Bidders that fail to meet all the requirements stipulated in the tender documents will be disqualified

**NB: Bidders who are listed on the National Treasury's register of defaulters and restricted suppliers will be automatically disqualified.**

## FUNCTIONALITY CRITERIA

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the Bid will be considered to be inexperienced.

**Table A1: PREVIOUS PROJECT EXPERIENCE**

|   | TARGETED GOALS   | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|--|-------------------------|---------------------------|
| 1 | Two (2) Similar project > R5 million completed successfully    | 10                      |                           |
| 2 | Two (2) Similar projects > R5 million completed successfully   | 20                      |                           |
| 3 | Three (3) Similar projects > R5 million completed successfully | 30                      |                           |
| 4 | Four (4) Similar projects > R5 million completed successfully  | 40                      |                           |
| 5 | Four (4) Similar projects > R10 million completed successfully | 50                      |                           |
|   | <b>SUB-TOTAL:</b>  | <b>50</b>               |                           |

N.B: BIDDERS TO SUBMIT VALID CONTACT DETAILS OF COMPLETED PROJECTS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

**TABLE A2: FINANCIAL CAPACITY**

|   | TARGETED GOALS  | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|---|-------------------------|---------------------------|
| 1 | The Tenderer <u>did not submit</u> any audited financial statements of the last 3-years as part of his tender submission                | 0                       |                           |
| 2 | The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show areas for improvement | 10                      |                           |
| 3 | The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show good positive growth  | 20                      |                           |
|   | <b>SUB-TOTAL:</b>   | <b>20</b>               |                           |

N.B: WITH A JV THE FINANCIAL STATEMENTS OF BOTH PARTNERS MUST BE SUBMITTED.

**TABLE A3: KEY PERSONNEL**

|   | TARGETED GOALS   | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|--|-------------------------|---------------------------|
| 1 | Director more than 5 years' relevant experience  | 10*                     |                           |
| 2 | Pr. Technologist / Engineer / Construction Manager with more than 5 years' relevant experience | 10 *                    |                           |
| 3 | Site agent more than 5 years' relevant experience  | 5 *                     |                           |
| 4 | Foreman more than 5 years' relevant experience   | 5 *                     |                           |
|   | <b>SUB-TOTAL:</b>  | <b>30</b>               |                           |

N.B: BIDDERS TO SUBMIT CURRICULUM VITAE & CERTIFICATES OF KEY PERSONNEL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

\* One point will be awarded for each year of relevant experience up to a maximum of 5 points

N.B: BIDDERS TO SUBMIT VEHICLE/EQUIPMENT OWNERSHIP PROOF OR COMMITMENT OF RENTAL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

THE TENDERER WILL SCORE THE FULL ALLOCATED POINTS FOR VEHICLES/EQUIPMENT OWNED; HOWEVER, THEY WILL ONLY QUALIFY FOR 50% OF THE POINTS FOR RENTAL VEHICLES/EQUIPMENT.

## **THE MINIMUM SCORE FOR FUNCTIONALITY IS 70**

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 70 points out of the 100 points in order to be considered in the next evaluation phase**

### **Bidders should note the following:**

- Material should be sourced locally (within South African borders).
- The bidder should include completion certificates.
- Bidders are requested to submit contactable references for verification.
- Where the proposed prices of critical materials to be supplied to the Ditsobotla Local Municipality are considerably less than the expected market price or rates, the Ditsobotla Local Municipality reserves the right to verify the proposed prices by requesting quotations directly from the supplier(s) cited in the compilation of the bid.
- Ditsobotla Local Municipality reserves the right to conduct site visits and interview officials whose academic and professional qualifications have been submitted for verification.
- Proof of registration on the National Centralized Supplier Database (CSD). Only suppliers who are registered on the CSD will be considered for appointment.
- Recommended bidders will be subjected to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- Potential suppliers must note that in terms of Ditsobotla Local Municipality policy, the Ditsobotla Local Municipality reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- **Prospective bidders should be represented at the compulsory site meeting by suitably qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved.**

Bid documents are available from 08:00 till 16:00 upon payment of **R1500-00** (One Thousand and Five Hundred Rand) cash non-refundable document fee, at the cashier, Municipal Building, Cnr Transvaal & Nelson Mandela Drive Lichtenburg 2740 Bid documents will be made available from 25<sup>th</sup> June 2024

Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document may result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

### **Enquiries:**

Technical enquiries can be directed to Mr Ike Sajake, [sejakeike@gmail.com](mailto:sejakeike@gmail.com)  
Supply Chain matters can be directed to Ms T Ndaba [mmandaba2510@gmail.com](mailto:mmandaba2510@gmail.com) or Mr S. Makiwane, [sandilemakiwane@gmail.com](mailto:sandilemakiwane@gmail.com).

**Mr RC Mooketsi**  
**Acting Municipal Manager**

## LIST OF RETURNABLE DOCUMENTS

1. Proof of Central Suppliers Database (CSD) registration
2. C.K Document
3. Certified ID copies (of not more than three months) of company directors
4. Certified copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
5. Only original stamp and signature will be accepted.
6. Copy of a certified document will be considered non responsive.
7. A signed Joint Venture Agreement (In case of a Joint Venture)
8. Recent Statement of Municipal rates and taxes or municipal service charges of every Director Listed on the C.K Document not older than three months from the date issued (the address that appears on the rates statement must correspond to the address on the CSD)
9. Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued.
10. Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on (11).
11. Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area ( the address that appears in the letter from Tribal Authority must correspond to the address on the CSD)
12. Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.
13. Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
14. Requirements should be submitted for J.V based on their applicability.
15. CIDB Grade of 3 EP or higher
16. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

## **T1.2 TENDER DATA**

### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, which are reproduced without amendment or alteration for the convenience of tenderers. The Standard Conditions of Tender make several references to the Tender Data (Contract Specific) for details that apply specifically to this tender. The Tender Data (Contract Specific) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

#### **1 GENERAL**

##### **1.1 Actions**

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

##### **1.2 Tender Documents**

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

##### **1.3 Interpretation**

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.

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the acts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels



#### **1.4 Communication and Employer's Agent**

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

#### **1.5 The Employer's Right to Accept or Reject any Tender Offer**

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

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.

### **2 TENDERER'S OBLIGATIONS**

#### **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.

- 2.1.1
- a) Only Tenderers that can furnish proof of extensive previous experience in projects of similar nature, value, complexity, construction methods and similar contract period should submit bids.
  - (b) The Tenderer need to meet the minimum score for functionality being 60%
  - (d) The Tenderer does comply with the legal requirements stated in the Employer's procurement policy;
  - (e) The Tenderer can demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
  - (f) The Tenderer can provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
  - (g) The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel

#### **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.

### **2.3 Check Documents**

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

### **2.4 Confidentiality and Copyright of Documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **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.

### **2.6 Acknowledge Addenda**

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

### **2.7 Site Visit and Clarification Meeting**

Attend, where required, a 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(s) are stated in the tender data.

### **2.8 Seek Clarification**

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

### **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.

### **2.10 Pricing the Tender Offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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.

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.

## **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.

## **2.12 Alternative Tender Offers**

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.

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.

## **2.13 Submitting a Tender Offer**

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.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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.

2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**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.

**2.15 Closing Time**

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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 of tender apply equally to the extended deadline.

**2.16 Tender Offer Validity**

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.

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

**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.

**2.18 Provide other Material**

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.

2.18.2 Dispose of samples of materials, where required.

2.18.3 The tenderer must submit to the Employer the names of all management and supervisory staff that will be

employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.

### **CURRICULUM VITAE OF KEY PERSONNEL**

CV's and Certified Qualifications of each key personnel member must be submitted.

- Contracts Manager / Site Agent
- Foreman
- Health and Safety Staff

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

### **CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

Curriculum Vitae of key management personnel to be attached to this page. and

### **QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES**

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

#### **2.19 Inspections, Tests and Analyses**

Provide access during working hours to premises for inspections, tests and analyses as provided for in the tender data.

#### **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.

#### **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.

## **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.

## **2.23 Certificates**

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

## **3 EMPLOYER'S UNDERTAKINGS**

### **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.

### **3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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 applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

### **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.

### **3.4 Opening of Tender Submissions**

3.4.1 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.

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.

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

### **3.5 Two-envelope System**

3.5.1 **Will not be followed.**

### **3.6 Non-disclosure**

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

### **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.

### **3.8 Test for Responsiveness**

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.

3.8.2 A responsive tender is 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,
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

### **3.9 Arithmetical Errors**

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

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) If 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.

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

### **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.

## FUNCTIONALITY CRITERIA

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the Bid will be considered to be inexperienced.

**Table A1: PREVIOUS PROJECT EXPERIENCE**

|   | TARGETED GOALS   | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|--|-------------------------|---------------------------|
| 1 | Two (2) Similar project > R5 million completed successfully    | 10                      |                           |
| 2 | Two (2) Similar projects > R5 million completed successfully   | 20                      |                           |
| 3 | Three (3) Similar projects > R5 million completed successfully | 30                      |                           |
| 4 | Four (4) Similar projects > R5 million completed successfully  | 40                      |                           |
| 5 | Four (4) Similar projects > R10 million completed successfully | 50                      |                           |
|   | <b>SUB-TOTAL:</b>  | <b>50</b>               |                           |

N.B: BIDDERS TO SUBMIT VALID CONTACT DETAILS OF COMPLETED PROJECTS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

**TABLE A2: FINANCIAL CAPACITY**

|   | TARGETED GOALS  | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|---|-------------------------|---------------------------|
| 1 | The Tenderer <u>did not submit</u> any audited financial statements of the last 3-years as part of his tender submission                | 0                       |                           |
| 2 | The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show areas for improvement | 10                      |                           |
| 3 | The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show good positive growth  | 20                      |                           |
|   | <b>SUB-TOTAL:</b>   | <b>20</b>               |                           |

N.B: WITH A JV THE FINANCIAL STATEMENTS OF BOTH PARTNERS MUST BE SUBMITTED.

**TABLE A3: KEY PERSONNEL**

|   | TARGETED GOALS   | NO OF POINTS CONTRACTOR | POINTS AWARDED CONTRACTOR |
|---|--|-------------------------|---------------------------|
| 1 | Director more than 5 years' relevant experience  | 10*                     |                           |
| 2 | Pr. Technologist / Engineer / Construction Manager with more than 5 years' relevant experience | 10 *                    |                           |
| 3 | Site agent more than 5 years' relevant experience  | 5 *                     |                           |
| 4 | Foreman more than 5 years' relevant experience   | 5 *                     |                           |
|   | <b>SUB-TOTAL:</b>  | <b>30</b>               |                           |

N.B: BIDDERS TO SUBMIT CURRICULUM VITAE & CERTIFICATES OF KEY PERSONNEL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

\* One point will be awarded for each year of relevant experience up to a maximum of 5 points

N.B: BIDDERS TO SUBMIT VEHICLE/EQUIPMENT OWNERSHIP PROOF OR COMMITMENT OF RENTAL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

THE TENDERER WILL SCORE THE FULL ALLOCATED POINTS FOR VEHICLES/EQUIPMENT OWNED; HOWEVER, THEY WILL ONLY QUALIFY FOR 50% OF THE POINTS FOR RENTAL VEHICLES/EQUIPMENT.



## **THE MINIMUM SCORE FOR FUNCTIONALITY IS 70**

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 70 points out of the 100 points in order to be considered in the next evaluation phase**

### **Bidders should note the following:**

- Material should be sourced locally (within South African borders).
- The bidder should include completion certificates.
- Bidders are requested to submit contactable references for verification.
- Where the proposed prices of critical materials to be supplied to the Ditsobotla Local Municipality are considerably less than the expected market price or rates, the Ditsobotla Local Municipality reserves the right to verify the proposed prices by requesting quotations directly from the supplier(s) cited in the compilation of the bid.
- Ditsobotla Local Municipality reserves the right to conduct site visits and interview officials whose academic and professional qualifications have been submitted for verification.
- Proof of registration on the National Centralized Supplier Database (CSD). Only suppliers who are registered on the CSD will be considered for appointment.
- Recommended bidders will be subjected to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- Potential suppliers must note that in terms of Ditsobotla Local Municipality policy, the Ditsobotla Local Municipality reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- **Prospective bidders should be represented at the compulsory site meeting by suitably qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved.**

Bid documents are available from 08:00 till 16:00 upon payment of **R1500-00** (One Thousand and Five Hundred Rand) cash non-refundable document fee, at the cashier, Municipal Building, Cnr Transvaal & Nelson Mandela Drive Lichtenburg 2740 Bid documents will be made available from 25<sup>th</sup> June 2024

Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document may result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

## **PRE-QUALIFICATION CATEGORY AND DISCRIPTION**

*Please Note: Bidders who obtained less than the minimum score of 70% will not be considered for further financial assessment (i.e. for price).*

### **3.11.6.11 Scoring Quality**

Each panel member should award values for each individual criterion on a score sheet.

### **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.

**3.13 Acceptance of Tender Offer**

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

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.

**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.

**3.15 Prepare Contract Documents**

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

- (a) addenda issued during the tender period,
- (b) inclusion of some of the returnable documents,
- (c) other revisions agreed between the employer and the successful tenderer, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

**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.

**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.

**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.

**3.19 Tender offers will only be considered if:**

- a) The Bidder has in his or her possession an original valid Tax Clearance Certificate issued 19 by the South African Revenue Services (SARS)
- b) The Bidder 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; and

c) The Bidder has not:

- a. Abused the Employer's Supply Chain Management System; or
- b. Failed to perform on any previous contract and has been given a written notice to this effect.

## **T1.2.2 CONTRACT SPECIFIC TENDER DATA (Special Conditions of Tender)**

### **1. GENERAL**

The Conditions of Tender in Section T1.2.1 are the Standard Conditions of Tender as contained in Annexure F of CIDB – *Standard for Uniformity in Construction Procurement* which contains references to the Tender Data for details that apply specifically to this tender.

The Contract Specific Tender Data in this Section T.1.2.2 contains certain amendments to the Standard Conditions of Tender and 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 Contract Specific 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 Contract Specific Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

### **2. CONTRACT SPECIFIC TENDER DATA (applicable to this tender)**

#### **2.1 Actions**

The Employer for this Contract will be the instance named in the **Contract Data**.

#### **2.2 Tender Documents**

(a) **VOLUME 1: The Tender Document** consists 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**

###### **C1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.2.1: Conditions of Contract

C1.2.2: Contract Specific Contract Data

###### **C2: Pricing Data**

C2.1: Pricing Instructions

C2.2: Bill of Quantities

###### **C3: Scope of Works (Civil Works)**

C3.1: Standard Specifications

- C3.2: Project Specifications
- C3.3: Particular Specifications

**C4: Site Information**

- (c) **Drawings**, included in this document
- (d) **“General Conditions of Contract for Construction Works – 1<sup>st</sup> Edition 2004, Fourth print** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2004”). This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **“SANS 0225 Standardized Specifications for designs of Electical Masts – Latest Editions.** This document is obtainable separately, from Standards South Africa, Private bag X191, Pretoria 0001 and Tenderers shall obtain their own copies of the applicable document.
- (f) **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.
- (g) 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,
  - (ii) SANS 1921:2004 Construction and Management, Requirements for Works                      Contracts
    - Part 1: General Engineering and Construction Works;
    - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;
    - Part 3: Structural Steelwork
    - Part 5: Earthworks Activities that are to be performed by hand.

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.

## **2.4 Communication and Employer's Agent**

The Employer's agent is:

|          |   |  |              |
|----------|---|--|--------------|
| Company  | : | Kgabagare Engineering Consultants        |              |
| Address  | : | 3793 unit 12                             | P.O.Box 3545 |
|          |   | Mmabatho                                 | Mmabatho     |
|          |   | 2735                                     | 2735         |
| Tel. No. | : | (018) 384 0764                           |              |
| Fax No.  | : | (086) 648 8867                           |              |
| E-Mail:  |   | info@kgabagare.co.za/kgabagare@yahoo.com |              |

## **2.5 The Employer's Right to Decline Any Tender**

As per Municipal Regulations.

Add the following subclauses after subclause F.1.5:

## **2.6 Tender Surety**

A 10% Surety of the Contract amount will be required.

## **2.7 Withdrawal or modification of a tender prior to closing time**

Any tenderer may withdraw or modify his submitted tender before the closing time provided he does so in writing (which may be telefaxed) and ensures that such withdrawal or modification reaches the Employer's agent and that the Employer's agent has confirmed receipt in writing (which may be telefaxed) before the closing time. The original tender as modified will be considered as the tenderer's offer.

Insofar as such submissions will effect the information that will be made available at the public opening, the Employer shall have the authority to make such information from the submissions available to the other tenderers.

## **2.8 Withdrawal of a tender after the closing time**

No tenderer will be permitted to withdraw his tender after the closing time except if condition 2.6 is applicable. The Employer may exempt a tenderer from this provision, if the Employer is of the opinion that the circumstances justify the exemption.

## **2.9 Imbalance in tendered rates or prices**

If the Employer declares any rate or price to be unacceptably high or low, the tenderer shall be requested to provide evidence to support the tendered rate or price. If the Employer remains unsatisfied with the rate or price he may propose to the tenderer an amended rate or price together with counterbalancing change(s) elsewhere in the Bill of Quantities such that the tender sum remains unchanged. Should the tenderer refuse to amend his tender as proposed by the Employer, his tender may be regarded as non responsive.

## **2.10 Eligibility**

- 2.10.1 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff is eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors. Names and proof must be submitted upon request.
- 2.10.2 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- (a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 EP** class of construction work; **will be evaluated.**
- 2.10.3 Joint ventures are eligible to submit tenders provided that:
- (a) every member of the joint venture is registered with the CIDB;
  - (b) the lead partner has a contractor grading designation in the **3 EP** class of construction work; and
  - (c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 EP** class of construction work.

## **2.11 Check Documents**

After 'omission' insert 'and accepts that the Employer will carry no liability in respect of errors in any tender arising out of the tenderer's failure to comply with this clause'.

## **2.12 Site Visit and Clarification Meeting**

The arrangements for the clarification meeting and site inspection, which is compulsory for this contract, are as follows:

Location / venue: **No compulsory site briefing will be held!!!!**

Add:

- 2.12.1 Ensure that, in the case of a compulsory clarification meeting, his certificate of attendance is signed by the Employer's agent.
- 2.12.2 Accept that failure to attend a compulsory clarification meeting will result in his tender being rejected.

## **2.13 Submitting a Tender Offer**

- 2.13.1 Tender offers shall be submitted as an original only.

## **2.14 Delivery of Tender**

The Tender Box  
Entrance Hall  
Ditsobotla Local Municipal Offices

Lichtenburg  
2740

**Identification Details:**

**Bid no : MIG/NW/2749/24/25**

Description of Project: **PROVISION OF SHEILA HIGH MAST LIGHTS IN DITSOBOTLA LOCAL MUNICIPALITY**

**2.15 Closing Time**

The closing time for submission of Tender Offers is: **12h00 on Wednesday, 10<sup>th</sup> of July 2024** Telephonic, telegraphic, telex, facsimile, electronic or e-mailed tenders will not be accepted.

**2.16 Tender Offer Validity**

The Tender Offer validity period is 120 calendar days from the closing time for submission of tenders.

**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 is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**2.18 Provide other Material**

2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

**2.19 Inspections, Tests and Analyses**

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

**2.20 Certificates**

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. Joint Venture Agreement and Power of attorney in case of Joint Ventures
4. ID certificates



5. VAT Registration Certificate
6. Contractor's CIDB registration certificate or the JV's CIDB Registration Certificates with an indication of the senior partner.

(Provision is made in Section T2.2 for the inclusion of the forms listed above.)

## **2.21 Opening of Tender Submissions**

Tender submissions will be opened in the Ditsobotla Local Municipal Offices on the closing date and the prices will be read out in public.

## **2.22 Test for responsiveness**

### 2.22.1 Add:

Contain significantly imbalanced rates or prices.

## **2.23 Evaluation of Tender Offers**

### 2.23.1 General

Replace the first sentence with "Apply the legal requirements of the Employer's Supply Chain Management Policy".

Before evaluating tender offers, the tenders will be examined to determine responsiveness in respect of the following (refer F.3.13.1 hereafter):

#### (a) Pre-evaluation Investigation of Tenders

(b)

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender:

- meets the requirements of these Conditions of Tender;
- has been properly signed;
- is responsive to the requirements of the contract documents;
- provides any clarification and/or substantiation that the Employer may require;
- complies with the tender submission requirements in all other respects.

#### (b) Responsive (acceptable) Tenders

A responsive tender is one, which conforms to all the terms, conditions and requirements of the tender documents without material deviation or qualification. A material deviation or qualification is one:

- that affects detrimentally the scope, quality, or performance of the works;
- that limits, inconsistent with the tender documents, the Employer's rights or the Tenderer's obligations and responsibilities under the contract;
- that would unfairly affect the tender's competitive position compared with that of other Tenderers presenting responsive tenders.

#### (c) Non-responsive Tenders

If the tender is not responsive, it will be rejected by the Employer at his discretion, and may not subsequently be made responsive by withdrawal of the non-conforming deviations or reservations that may affect the competitiveness of the tender.

Only tenders found to be eligible after the pre-evaluation process, will be considered for award, in which case the method for evaluation of the responsive tender offers will be Method 2: Financial Offer and Preferences.

## **2.24 Acceptance of Tender Offer**

2.24.1 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 valid original Tax Clearance Certificate is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003 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;
- (e) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) the Tenderer included with its tender the Contractor's CIDB Registration Certificate (or certified copy thereof) as proof that it has been registered 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 14 days after commencement date.
- (g) 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; and
- (h) 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.

Add:

2.24.2 Omission and additions

The Employer may omit and/or add items to the Contract. These changes will be based on the rates/prices tendered. These additions and/or omissions shall be done after evaluation of tenders and shall not be taken into account in the selection of the successful tender.

## **2.25 Copies of Contract**

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

## **FORMS TO BE COMPLETED BY TENDERER**

(Failure to complete any of these Forms may result in disqualification from the tender process)

### **CONTENTS**

#### **Form**

- T2.2 GA CERTIFICATE FOR AUTHORITY OF SIGNATORY
- T2.2 GC CERTIFICATE OF ATTENDANCE AT SITE VISIT
- T2.2 GD RECORD OF ADDENDA TO TENDER OF DOCUMENTS
- T2.2 GE FORM OF INTEND TO PROVIDE A PERFORMANCE BOND
- T2.2 GG PROPOSED SUBCONTRACTORS
- T2.2 GJ PLANT AND EQUIPMENT
- T2.2 GL EXPERIENCE OF TENDERER
- T2.2 GN FIRST PROGRAMME AND METHOD STATEMENTS
- T2.2 GO MANAGEMENT PLAN

FORMAT OF APPLICATION FOR A TAX CLEARANCE  
CERTIFICATE

DECLARATION OF REGISTRATION WITH CIBD

DECLARATION OF ATTENDANCE TO A SKILLS PROGRAMME  
IN TERMS OF EPWP

TARGETED LABOUR GOAL DECLARATION

GOAL DECLARATION

ABE DECLARATION AFFIDAVIT

CONFIRMATION OF ABE REGISTRATION

BASIC CONDITIONS OF CONTRACT

C2.1 PRICING INSTRUCTIONS

C2.2 PRICE LISTING / BILL OF QUANTITIES

**NOTE:** THESE FORMS MUST BE COMPLETED IN **BLACK INK**

**T2.2 GA CERTIFICATE FOR AUTHORITY OF SIGNATORY\* = Delete which does not apply**

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

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

**A. FINANCIAL STATEMENTS AND BANK REFERENCES**

**1 Financial Statements**

I/We agree, if required, to furnish a copy of the latest audited set of financial statements together with my/our Director's and Auditor's report for consideration by the Ditsobotla Local Municipality.

**2 Bank Reference**

I/We furnish the following information :

- (a) Banker's name : \_\_\_\_\_
- (b) Banker's address: \_\_\_\_\_
- (c) Account Number: \_\_\_\_\_

and hereby authorise Ditsobotla Local Municipality or their agent to approach the Bank for a reference.

**B. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board taken on ..... 2021, Mr/Ms... .., acting in the capacity of ..... was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

- 1. ....  
Chairman
- 2. ....  
Date

**C. Certificate for partnership**

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

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

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

**D. Certificate for Joint Venture**

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

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

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

**E. Certificate for sole proprietor.**

I, ....., hereby confirm that I am the sole owner of the

business trading as .....

As witnesses:-

1.....

Signature: Sole owner

2.....

.....  
Date

## T2.2 GC CERTIFICATE OF ATTENDANCE AT SITE VISIT

This is to certify that we

\_\_\_\_\_ (Tenderer)

of

\_\_\_\_\_ (address)  
\_\_\_\_\_

was represented by the person(s) named below at the compulsory meeting held for all tenderers at the Municipal Offices on the 26<sup>th</sup> of October 2015, starting at 10h00. All tenderers to meet with the Engineers at the Municipal Offices from 10h00.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for 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

\_\_\_\_\_

\_\_\_\_\_  
EMPLOYER'S Representative/Agent :

Signature : ----- Date : -----

## T2.2 GD RECORD OF ADDENDA TO TENDER OF DOCUMENTS

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_



## T2.2 GE FORM OF INTEND TO PROVIDE A PERFORMANCE BOND

### (Performance Bond to be provided only by a bank or insurer)

It is hereby agreed that a Performance Bond drafted exactly as provided in the tender documents will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### CONFIRMED BY Surety's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Surety (Bank)

Date

**T2.2 GG PROPOSED SUB CONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

|    | <b>Name and address of proposed Subcontractor</b> | <b>Nature and extent of work</b> | <b>Previous experience with Subcontractor.</b> |
|----|---|----------------------------------|--|
| 1. |   |                                  |  |
| 2. |   |                                  |  |
| 3. |   |                                  |  |
| 4. |   |                                  |  |
| 5. |   |                                  |  |

A separate schedule may be used providing the above information is provided as a minimum.

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

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

Tenderer \_\_\_\_\_

**T2.2 GJ SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR USE ON THE WORKS**

The Tenderer shall insert in the schedule below a complete list of the major items of plant and equipment which he proposes to use on the Works. After his tender has been accepted, the Contractor must satisfy the Engineer at all times that such plant and equipment is on the Works and available for use.

In the "Status" column, the Tenderer must state whether the item of plant is immediately available (I), on order (O) or shall be acquired for hire (A/H).

| Item | Type, Make and Description | No. | Status |
|------|----------------------------|-----|--------|
|      |                            |     |        |

SIGNATURE OF TENDERER : \_\_\_\_\_

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

**T2.2 GL EXPERIENCE OF TENDERER**

The following is a statement of similar works successfully executed by myself/ourselves:

| Employer, contact person and telephone number. | Description of contract | Value of work | Date completed |
|--|-------------------------|---------------|----------------|
|  |                         |               |                |

Experience in Labour Intensive Construction will be favoured in the adjudication of the tenders.

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

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

Tendere.....

## T2.2 GN FIRST PROGRAMME AND METHOD STATEMENTS

Please provide as part of your tender the first programme with supporting method statements.

1. If the NEC Engineering and Construction Contract 2<sup>nd</sup> Edition 1995 (ECC2) applies to the contract, the programme should include all the requirements of a programme submitted for acceptance per clause 31.2, together with any other information requested in the Works Information.
2. If ECC2 does not apply, provide a first programme containing sufficient information to demonstrate the precedence and how it is intended to control key interfaces between operations the Contractor plans to undertake.
3. If not specified otherwise in the contract, such a programme should demonstrate the activities (including their interrelationship to each other), which the contractor intends to deploy in order to complete the work in the contract. In addition the programme shall include:
  - The starting date, date of possession of the Site and contractual date for completion of the Works.
  - The date when the Contractor plans to complete the Works,
  - The work of the Employer and others as stated in the Scope of Work.
  - The dates when the Contractor plans to complete work needed to allow the Employer and others to do their work.
  - Provisions for float, time risk allowances, health and safety requirements and other procedures set out in the contract.
  - The dates when, in order to carry out the work in this contract, the Contractor will need acceptances (of drawings, design and the like), “free issue” plant and materials or other things to be provided by the Employer in terms of the contract.
  - Method statements demonstrating the extent of resources of people, facilities and equipment the contractor intends to apply to principal activities shown on the programme.

State here the title given to the first programme and its associated method statements and where they are located

Title of first programme and method statements .....

Location.....

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

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

Tenderer.....

## **T2.2 GO MANAGEMENT PLAN**

Attached as part of your tender submission you are required to include a description of the management arrangements for the work in this contract and to also include the following :

1. An organisation chart showing on site and off-site management (including the key people you may have identified in the Contract Data)
2. CV's for people proposed for all identified posts.
3. Details of the location (and functions) of offices from which the work will be managed.
4. Details of the experience of the staff who will be working on the project with respect to;
  - project linked subsidy housing developments.
  - upgrading of services in formal and/or informal settlements
  - civil works of a similar nature to that of this tender.
  - Labour intensive construction
  - Management and/or site supervisory staff that have completed, or are registered on a skills programme for NQF at any level.
  - If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
6. Health and Safety Plan as required in terms of the Occupational Health and Safety Act 85 of 1993 as amended.

**Summary of items attached to this schedule:**



## DECLARATION OF REGISTRATION WITH CIDB

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, understands that failure to apply for registration with the CIDB shall disqualify me from tendering for Government, Provincial and Municipal construction works, hence I declare that:

**Select the applicable circumstance to describe your Enterprise** by ticking one of the blocks provided below :

1. the enterprise has registered with the Construction Industry Development Board (CIDB) and that we have no objection for the CIDB to disclose our financial, resource and experience grading to the Adjudicator of this tender. Proof of the registration is attached to this tender.
2. the enterprise has submitted an application to CIDB for the registration with the Board and are waiting for the grading assessment. Proof of the application is attached to this tender.
3. the enterprise complies with all requirements for registration and declares that the application will be submitted no later than 2 weeks from the date of this declaration. *I understand that failure to produce the proof of application to register, within the said 2 week period, may result in my tender being classified as non-responsive.*
4. the enterprise has no intention to submit an application for registration with the CIDB and *I understand that my tender may be classified as non-responsive.*

|    |    |    |    |
|----|----|----|----|
| 1. | 2. | 3. | 4. |
|----|----|----|----|

Signature.....

Name .....

Duly authorised to sign on behalf of:.....

Address.....

.....

.....



## DECLARATION OF ATTENDANCE TO A SKILLS PROGRAMME IN TERMS OF EPWP

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, understands that, in terms of the Code of Practice for employment conditions of work for Special Public Works Programmes as published in section 87(1)(a) of the Basic Conditions of Employment Act of 1997, we require key staff that will be involved in this project that have attended special NQF-accredited training programmes in labour intensive construction, hence I declare that:

**Select the applicable circumstance to describe your Enterprise** by ticking one of the blocks provided below :

1. the most senior representative that will be resident on the construction site has completed, or is registered on a skills programme for NQF level 5 unit standard “Manage Labour-intensive Construction Projects”. Proof of the attendance/registration is attached to this tender.
2. I am an Emerging Contractor and declare that I have completed, or is registered on a skills programme for NQF level 2 unit standard. Proof of the attendance/registration is attached to this tender.
3. All the site supervisory staff (ie, team leaders or Foremen) has completed, or is registered on a skills programme for NQF level 2 unit standard of NQF level 4 unit standard. Proof of the attendance/registration is attached to this tender.
4. The enterprise has no Management nor site Supervisory staff that has completed, or is registered on a skills programme for NQF, at any level. *I understand that my tender may be classified as non-responsive.*

|    |    |    |    |
|----|----|----|----|
| 1. | 2. | 3. | 4. |
|----|----|----|----|

Signature.....

Name .....

Duly authorised to sign on behalf of:.....

Address.....

.....

.....

**GOAL DECLARATION**

EMPLOYER : .....

CONTRACT DESCRIPTION : .....

CONTRACT NUMBER : .....

PROJECT REFERENCE No. : .....

TO : .....

.....

I/We tender a Local Resource Goal of .....%

I/We undertake to promptly respond to points of clarification regarding my / our Local Resource Goal, failing which I / We understand that my / our Tender may be rejected on the grounds of being incomplete.

SIGNATURE .....

DULY AUTHORISED TO SIGN ON BEHALF OF .....

NAME .....

ADDRESS .....

.....

TELEPHONE .....

FAX .....

DATE .....

## F15 ABE DECLARATION AFFIDAVIT

Name of ABE/Enterprise: .....

a) Postal Address : .....

.....

.....

b) Physical Address: .....

.....

.....

c) Telephone: .....

d) Fax : .....

e) Contact person: .....

f) Company registration number# .....

g) Company/enterprise income tax reference number\* .....

h) VAT registration number .....

1 Category of Targeted Enterprise (tick appropriate box)

- Small Business Enterprise
  - classified in terms of the Small Business Act as being a micro enterprise with an average annual turnover of R .....
  - classified in terms of the Small Business Act as being a very small enterprise with an average annual turnover of R .....
  - classified in terms of the Small Business Act as being a small enterprise with an average annual turnover of R .....
- Woman Business Enterprise
- Engendered Enterprise

2. Type of Enterprise (tick appropriate box)

- Partnership
- One person business/sole trader
- Close corporation
- Company
- Pty Limited

3 Nature of enterprise (tick appropriate box(es)):

- Enterprise for profit
- Non-profit enterprise
- Non-governmental organisation
- Co-operative enterprise

---

\* Insert personal income tax number if a one man business, and personal income tax numbers of all partners if a partnership.

# Insert CC number, business license no, companies act number etc., where available.

4. Principal business activities

.....

.....

.....

.....

.....

5. Date on which the enterprise was established?.....

6. List all partners, proprietors and shareholders by name, identity number, citizenship, gender and ownership, as relevant.

| NAME | IDENTITY NUMBER | CITIZENSHIP | GENDER # | DATE OF OWNERSHIP | OWNED% | VOTING% |
|------|-----------------|-------------|----------|-------------------|--------|---------|
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |
|      |                 |             |          |                   |        |         |

# Insert "M" if male and "F" if female.

**NOTE :** where owners are themselves a company or partnership, identify the ownership of the holding firm.

7. Street addresses of all facilities used by the enterprise

| Address   | Facility |
|-----------|----------|
| 7.1 ..... | .....    |
| .....     | .....    |

7.2.....

.....

7.3 .....

.....

8. Do you share any facilities?  Yes  No (tick one box)

If yes; which facilities are shared? .....

With whom do you share facilities (name of firm/individuals).....

.....

.....

What are the other firm's principal business activities? .....

.....

.....

9. Is the enterprise registered or does it have a business licence(s)? (Tick one box)

Yes  No

If yes, detail and quote relevant reference numbers and dates.

.....

.....

.....

.....

10. Describe all property agreements relating to facilities used by the enterprise and the nature of the agreements indicating whether facilities are owned or leased by the enterprise:

| FACILITY | MONTHLY RENTAL AMOUNT | OWNER | AGREEMENT TYPE (VERBAL/WRITTEN) |
|----------|-----------------------|-------|---------------------------------|
|          |                       |       |                                 |
|          |                       |       |                                 |
|          |                       |       |                                 |

11. Detail all trade associations/professional bodies in which you have membership:

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

12. Did the enterprise exist under a previous name? (Tick one box)

Yes       No

If yes:

- what was its previous name? .....

- why did it change name ? .....

List the previous owners/partners/directors .....

.....  
.....

13. Complete the following information for each partner, proprietor, shareholder, director and officer of the enterprise (viz, chairman, secretary, director etc.)

| TITLE | NAME | % OF TIME DEVOTED TO | GENDER# | HOME ADDRESS |
|-------|------|----------------------|---------|--------------|
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |
|       |      |                      |         |              |

# Insert "M" if male and "F" if female.

14. Identify any owner or management office bearer who has an ownership interest in another firm.

| <b>OWNER/<br/>MANAGER</b> | <b>NAME<br/>ADDRESS<br/>OTHER FIRM</b> | <b>&amp;<br/>OF</b> | <b>TITLE<br/>IN<br/>OTHER FIRM</b> | <b>%<br/>OF<br/>OWNERSH<br/>IP</b> | <b>TYPE<br/>OF<br/>BUSINESS OF<br/>OTHER FIRM</b> |
|---------------------------|--|---------------------|------------------------------------|------------------------------------|---|
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |
|                           |  |                     |                                    |                                    |   |

15. Identify any owner or management official who is an employee of or has duties in another business enterprise.

| <b>NAME</b> | <b>DUTIES<br/>EMPLOYEE<br/>OTHER FIRM</b> | <b>AS<br/>IN</b> | <b>NAME AND ADDRESS<br/>OF OTHER FIRM</b> | <b>TYPE<br/>OF<br/>BUSINESS OF<br/>OTHER FIRM</b> |
|-------------|---|------------------|---|---|
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |
|             |   |                  |   |   |

16.1. How many permanent staff members are employed by the enterprise :

Full time : .....

Part time: .....

16.2. How many staff members have joined the enterprise in the last 6 months:

Full time: .....

Part time: .....

17. List the major items of equipment and vehicles owned by the enterprise.

| <b>ITEM</b> | <b>QUANTITY</b> | <b>PRESENT FINANCIAL LIABILITY (Rands)</b> |
|-------------|-----------------|--|
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |
|             |                 |  |



18. Identify by name, gender and length of service, those individuals in the enterprise (including owners and non-owners) responsible for day-to-day management and business decisions.

|   | NAME | GENDER# | LENGTH OF SERVICE (YEARS) |
|---|------|---------|---------------------------|
| <b>FINANCING DECISIONS</b>                  |      |         |                           |
| CHEQUE SIGNING                              |      |         |                           |
| SIGNING & CO-SIGNING FOR LOANS              |      |         |                           |
| ACQUISITION OF LINES OF CREDIT              |      |         |                           |
| SURETIES                                    |      |         |                           |
| MAJOR PURCHASE OR ACQUISITIONS              |      |         |                           |
| SIGNING CONTRACTS                           |      |         |                           |
| <b>MANAGEMENT DECISION</b>                  |      |         |                           |
| ESTIMATING                                  |      |         |                           |
| MARKETING AND SALES OPERATIONS              |      |         |                           |
| HIRING AND FIRING OF MANAGEMENT PERSONNEL   |      |         |                           |
| HIRING & FIRING OF NON-MANAGEMENT PERSONNEL |      |         |                           |
| SUPERVISION OF OFFICE PERSONNEL             |      |         |                           |
| SUPERVISION OF FIELD/PRODUCTION ACTIVITIES  |      |         |                           |

# Insert "M" if male and "F" if female.

19. Identify the number of senior managers in the enterprise:

Woman: .....

Other: .....

20. List the following personnel or firms who provide the following services :

| SERVICE    | NAME | CONTACT PERSON | TELEPHONE |
|------------|------|----------------|-----------|
| ACCOUNTING |      |                |           |
| LEGAL      |      |                |           |
| AUDITING   |      |                |           |
| BANKING    |      |                |           |
| INSURANCE  |      |                |           |

21. Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount.

| LOAN SOURCE | ADDRESS | DATE OF LOAN | LOAN AMOUNT |
|-------------|---------|--------------|-------------|
|             |         |              |             |
|             |         |              |             |
|             |         |              |             |
|             |         |              |             |

22. List a maximum of five contracts which your enterprise is engaged in and have not yet completed.

| CONTRACT DESCRIPTION | LOCATION | EMPLOYER | CONTRACT AMOUNT | EXPECTED COMPLETION (MONTH AND YEAR) |
|----------------------|----------|----------|-----------------|--------------------------------------|
|                      |          |          |                 |                                      |
|                      |          |          |                 |                                      |
|                      |          |          |                 |                                      |
|                      |          |          |                 |                                      |
|                      |          |          |                 |                                      |

23. List the four largest assignments completed by your enterprise in the last three years.

| <b>WORK PERFORMED</b> | <b>FOR WHOM</b> | <b>CONTACT PERSON &amp; TELEPHONE NUMBER</b> | <b>CONTRACT/FEE AMOUNT</b> |
|-----------------------|-----------------|--|----------------------------|
|                       |                 |  |                            |
|                       |                 |  |                            |
|                       |                 |  |                            |
|                       |                 |  |                            |

**DECLARATION FOR SMALL BUSINESS ENTERPRISES/ WOMAN BUSINESS ENTERPRISE / ENGENDERED ENTERPRISE STATUS**

**(to be signed in the presence of a Commissioner of Oaths)**

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

- the enterprise complies with all requirements for recognition as a Small Business Enterprise / Woman Business Enterprise / Engendered Enterprise (Delete as applicable) as defined, and
- the contents of this Affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature.....

Name .....

Duly authorised to sign on behalf of:.....

Address.....

.....

.....

Telephone.....

Signed                    and                    sworn                    to                    before                    me  
at.....

on this the ..... day of ..... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths.....

**NOTE: both the Deponent and the Commissioner of Oaths must initial all pages of this Affidavit.**

**CONFIRMATION OF AFFIRMABLE BUSINESS ENTERPRISE / PRIORITY ENTERPRISE / LOCAL ENTERPRISE REGISTRATION**

**DECLARATION (to be signed in the presence of Commissioner of Oaths)**

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

- the firm complies in all respects with the requirements for registration as an Affirmable Business Enterprise / Priority Enterprise / Local Enterprise (delete that which is not applicable) as defined, and
- the contents of this Affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature.....

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

Address.....

.....  
.....

Telephone .....

Signed and sworn to before me at ..... on this the ..... day of ..... by the Deponent, who has acknowledged that he / she knows and understands the contents of this Affidavit, that it is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his / her conscience.

Commissioner of Oaths .....

| <ul style="list-style-type: none"> <li>• The firm's registration number(s) are as follows:</li> </ul> |                     |
|---|---------------------|
| Name of Registration Authority  | Registration Number |
|   |                     |
|   |                     |
|   |                     |

## **T2.2.1 Programme of Action, Cash Flow Projections**

(Attach programme and cash flow projections)

### **T2.2.2 Proof of NHBRC Registration**

(Attach certified copies of NHBRC registration if applicable)

### **T2.2.3 Certified Copies of Qualifications**

(Attach copies)



## **T2.2.4 Certified Copy of BBBEE Certificate**

(Attach copy)

## **T2.2.5 Valid Tax Clearance SARS Certificate**

## **T2.2.6 CVs of Project team**

### **CURRICULUM VITAE OF KEY PERSONNEL**

CV's and Certified Qualifications of each key personnel member must be submitted.

- Contracts Manager / Site Agent
- Foreman
- Health and Safety Staff

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

### **CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

Curriculum Vitae of key management personnel to be attached to this page. and

### **QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES**

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

### **T2.2.7 Company Shareholding Certificate and Supporting Details**

(Attach certified copies to include Shareholding Certificate, IDs of Shareholders and Proof of disability of a Shareholder where applicable)

## T2.2.8 Tenderer's Participation in Job Creation Using Local Labour

### TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

(Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

### TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors. I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

| Local labour comprising unskilled or semi-skilled labourers recruited from the local community   | Anticipated number of jobs to be created | Total number of person-days anticipated | Wage rate per person-day (excluding VAT) (Rand) | Total wage cost (excluding VAT) (Rand) |
|--|--|---|---|--|
| Contractor's local labour content  |  |   | R   | R                                      |
| Subcontractors' local labour content   |  |   | R   | R                                      |
| Total anticipated wage cost of local labour content (excluding VAT)  |  |   |   | R                                      |
| Tender Offer (excluding VAT)   |  |   |   | R                                      |
| Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)   |  |   |   | %                                      |
| Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected. |  |   |   |  |
| Specified minimum local labour content<br>(Compiler to insert the specified minimum percentage)  |  |   |   | %                                      |

**A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name: .....

Duly authorized to sign on behalf of: .....

SIGNATURE: ..... DATE: .....

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

**Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected**

## T2.2.9 Training Schedule

### C1.2 CONDITIONS OF CONTRACT

Name of Training Institution:  
Name of Programme:

| Trainers Name | Qualification | Subject |
|---------------|---------------|---------|
|               |               |         |
|               |               |         |

**Note to tenderer:**

Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.

## C1.2 CONDITIONS OF CONTRACT

### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT (GCC 2015)

#### NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract (GCC) 3<sup>rd</sup> Edition 2015 will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC 3<sup>rd</sup> edition 2015. Whenever there is a conflict, the provisions in the SCC shall prevail.

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.

- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the Municipality and the contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 **“Contract price”** means the price payable to the contractor under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are contractor. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 **“Day”** means calendar day.



- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the contractor bearing all risks and charges involved until the contractors are so delivered and a valid receipt is obtained.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“Force majeure”** means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the contractor is required to supply to the Municipality under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen –
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the contractors covered by the bid will be manufactured.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“The Municipality”** means **MAHIKENG LOCAL MUNICIPALITY**
- 1.34 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.35 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35.1 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 **“Person”** includes reference to a juristic person.
- 1.38 **“Project site”** where applicable, means the place of delivery being Mount Ayliff main stores.
- 1.39 **“Purchaser”** means the organization purchasing the goods.
- 1.40 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.42 **“RFP”** means Request for Proposal.
- 1.43 **“RFT”** means Request for Tender.
- 1.44 **“RFQ”** means Request for Quotation.
- 1.45 **“SCC”** means the Special Conditions of Contract.
- 1.46 **“Secretary”** means the Secretary to Parliament.
- 1.47 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the contractor covered under the contract.
- 1.48 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 1.52 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific contractors, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the Municipality shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

## **4. Standards**

- 4.1 The goods contractor shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The contractor shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Municipality in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The contractor shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Municipality and shall be returned (all copies) to the Municipality on completion of the contractor’s performance under the contract if so required by the purchaser.
- 5.4 The contractor shall permit the Municipality to inspect the contractor’s records relating to the performance of the contractor and to have them audited by auditors appointed by the Municipality if so required by the purchaser.

## **6. Patent rights**

- 6.1 The contractor shall indemnify the Municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security – N/A**

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that contractors to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Municipality shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the contractors to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the contractors or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such contractors or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the contractor.
- 8.6 Contractors and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract contractors may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected contractors shall be held at the cost and risk of the contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with contractors which do comply with the requirements of the contract. Failing such removal, the rejected contractors shall be returned at the contractors cost and risk. Should the contractor fail to provide the substitute contractors forthwith, the Municipality may, without giving the contractor further opportunity to substitute the rejected contractors, purchase such contractors as may be necessary at the expense of the contractor.
- 8.8 The provisions of clauses 10.1.4 shall not prejudice the right of the Municipality to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 9.2 of GCC.in assembly, start-up, operation, maintenance, and/or repair of the contracted goods.

Following such termination, furnishing at no cost to the Municipality the blueprints, drawings, and specifications of the spare parts, if requested.

## **9. Additional Measures to Assist Small Contractors**

### **9.1 Sureties and Retention**

In the construction industry employers try to reduce risk on contract by insisting on contractors paying surety and retention

Should a contractor not perform, the employer uses the surety and retention money for the completion of the work that remains.

This requirement does become a constraint to contractors who are unable to comply with them due to lack of financial resources

Sureties shall be considered appropriate for the different categories of contract, of which for this contract is 10% of the contract sum.

Retention money withheld from a contractor during the construction period must be affordable and according to the risk project. And for this project is 10% of the contract sum

## 9.2 Insurance

The Municipality shall effect and maintain insurance of the Works and Public Liability Insurance for the duration of the project. The emerging contractor shall

Insure all constructional plan owned, leased or hired by him or her. The contractor shall also be required to pay all contributions required in terms of the provisions of Occupational Health and Safety Act, 1993, as amended.

## 9.3 Excess Payments on Insurance Claims

All excess amounts will be the responsibility of the contractor.

## 9.4 Penalties

No contractor can be awarded if it is not subject to a penalty. If no penalty clause was applicable, some contracts could take many years to complete. On the other hand, penalties must not punish or harm an emerging contractor to such an extent that the empowerment of previously disadvantaged individuals cannot be realized.

Penalties must be imposed to make sure that a contractor completes the project on time and yet they should not be so stiff that they threaten to put a contractor out of business. The penalty of 0.1% of contract amount/day will apply if the contractor is delaying to complete the project without valid reasons.

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Should information furnished be found to be false, the Municipality will act against the contractor and in addition to any other remedy it may have, it shall do the following:

- ✦ Recover all costs, losses or damages incurred or sustained by the Municipality as a result of the contract.
- ✦ Cancel the contract and claim any damages which the Municipality may suffer by having to make a less favorable arrangement after such cancellation.
- ✦ Impose a penalty not exceeding 5% of the value of the contract. ✦ Blacklisting.

## 10. Payment

10.1 The contractor shall furnish the Municipality with an invoice upon fulfilment of obligations stipulated in the contract.

10.2 Payments shall be made promptly by the Municipality but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

### 10.3 Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

### 10.4 The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

### 10.3 Payment for the Labour-Intensive Component of the Works:

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

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- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

## **11. Prices**

11.1 Prices charged by the contractor for goods delivered and services performed under the contract shall not vary from the prices quoted by the contractor in his bid, and that may only be effective during tender stage.

## **12. Contract amendments**

12.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **13. Assignment**

13.1 The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the municipality's prior written consent.

## **14. Subcontracts**

14.1 The contractor shall notify the Municipality in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

## **15. Delays in the contractor's performance**

15.1 Delivery of the goods and performance of services shall be made by the contractor in accordance with the time schedule prescribed by the Municipality in the contract.

15.2 If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the contractor shall promptly notify the Municipality in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the Municipality shall evaluate the situation and may at his discretion extend the contractor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 15.3 No provision in a contract shall be deemed to prohibit the obtaining of contractors or services from a national department, provincial department, or a local authority.
- 15.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the contractor's point of supply is not situated at or near the place where the contractors are required, or the contractor's services are not readily available.
- 15.5 Except as provided under GCC Clause 5.13, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalties, unless an extension of time is agreed upon pursuant to GCC Clause 10.1.2 without the application of penalties.
- 15.6 Upon any delay beyond the delivery period in the case of a contractors contract, the Municipality shall, without cancelling the contract, be entitled to purchase contractors of a similar quality and up to the same quantity in substitution of the goods not contracted in conformity with the contract and to return any goods delivered later at the contractor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the contractor.

## **16. Penalties**

- 16.1 Subject to GCC 3<sup>rd</sup> Edition 2015 Clause 5.13.1, if the contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The contractor may also consider termination of the contract pursuant to GCC 3<sup>rd</sup> edition 2015 Clause 9.2

## **17. Termination for default**

- 17.1 The municipality without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate this contract in whole or in part:

- (a) if the contractor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Municipality.
- (b) if the Contractor fails to perform any other obligation(s) under the contract; or
- (c) if the contractor, in the judgment of the Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 17.2 In the event the Municipality terminates the contract in whole or in part, the Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the contractor shall be liable to the Municipality for any excess costs for such similar goods, works or services. However, the contractor shall continue performance of the contract to the extent not terminated.

## **18. Anti-dumping and countervailing duties and rights**

- 18.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-



dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to contractors or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **19. Force Majeure**

19.1 Withstanding the provisions of GCC Clauses 8.1, the contractor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

19.2 If a force majeure situation arises, the contractor shall promptly notify the Municipality in writing of such condition and the cause thereof. Unless otherwise directed by the Municipality in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **20. Termination for insolvency**

20.1 The purchaser may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **21. Settlement of Disputes**

21.1 If any dispute or difference of any kind whatsoever arises between the Municipality and the contractor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Municipality or the contractor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

21.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

21.4 Mediation proceedings shall be conducted in accordance with the rules of procedure as agreed between the Municipality the Bidder and the independent intermediary.

21.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (b) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the Municipality shall pay the contractor any monies due the contractor.

## **22. Limitation of liability**

22.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the contractor shall not be liable to the Municipality whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay penalties and/or damages to the Municipality and

(b) the aggregate liability of the contractor to the Municipality whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **23. Governing language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **24. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

### **25. Notices**

25.1 Every written acceptance of a bid shall be posted to the contractor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

25.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **26. Taxes and duties**

26.1 A foreign contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

26.2 A local contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

26.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

## **C1.2 Contract Data**

**C1.2.3 Part 2: Data provided by the Service Provider**

| Clause | Contract Data   |
|--------|---|
| 1.     | <p>The Service Provider is .....</p> <p>Address .....</p> <p>Registered Company/Close Corporation Name (if applicable) is .....</p> <p>VAT registration number.....</p> <p>Bank name &amp; branch.....</p> <p>Bank account number.....</p> <p>The Service Provider's address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p> |
| 5.3    | <p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>   |

## MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website [www.sars.gov.za](http://www.sars.gov.za).

SIGNATURE:

NAME (PRINT):

|               |       |  |
|---------------|-------|--|
| CAPACITY:     | DATE: |  |
| NAME OF FIRM: |       |  |
|               |       |  |

## MBD 4 DECLARATION OF INTEREST

1. Any legal person, including person employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship cannot, may make an 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 employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorized representative declare his/her position in relation to the evaluating / adjudicating authority and / or take an oath declaring his / her interest, where -

- the bidder is employed by the state; and /or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are / is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person per persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Are you or any person connected with the bidder, **YES / NO** employed by the state?

2.1.2 If so, state particulars.

2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the state and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars.

---

2.3 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.3.1 If so, state particulars.

---

---

---

**DECLARATION**

I, the undersigned (name).....

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

**SIGNATURE**

**DATE**

**POSITION**

**NAME OF BIDDER**

1. No bid will be accepted from persons in the service of the state 1.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

|      |   |  |
|------|---|--|
| 3.1. | Full Name of bidder or his or her representative              |  |
| 3.2. | Identity Number   |  |
| 3.3. | Position occupied in the Company (director, shareholder etc.) |  |
| 3.4. | Company Registration Number                                   |  |
| 3.5. | Tax Reference Number  |  |
| 3.6. | VAT Registration Number                                       |  |

|        |  |     |    |
|--------|--|-----|----|
| 3.7.   | Are you presently in the service of the state? | YES | NO |
| 3.7.1. | If so, furnish particulars:                    |     |    |
|        |  |     |    |

|        |  |     |    |
|--------|--|-----|----|
|        |  |     |    |
|        | 3.8. Have you been in the service of the state for the past twelve months? | YES | NO |
| 3.8.1. | If so, furnish particulars:  |     |    |
|        |  |     |    |

1 SCM 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.

|         |   |     |    |
|---------|---|-----|----|
| 3.9.    | 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 |
| 3.9.1.  | If so, furnish particulars:   |     |    |
|         |   |     |    |
| 3.10.   | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.10.1. | If so, furnish particulars:   |     |    |
|         |   |     |    |
| 3.11.   | Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?   | YES | NO |
| 3.11.1. | If so, furnish particulars:   |     |    |
|         |   |     |    |
| 3.12.   | Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?  | YES | NO |
| 3.12.1. | If so, furnish particulars:   |     |    |
|         |   |     |    |

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

|                   |  |      |  |
|-------------------|--|------|--|
| SIGNATURE         |  | DATE |  |
| NAME OF SIGNATORY |  |      |  |
| POSITION          |  |      |  |
| NAME OF COMPANY   |  |      |  |



**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)

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

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

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

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

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| RACE (BLACK) = 5                                 |            |
| GENDER (WOMEN) = 5                               |            |
| YOUTH = 5  |            |
| DISABILITY = 5                                   |            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1 POINTS AWARDED FOR PRICE

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

**80/20**

or

**90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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 the 80/20 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 the 80/20 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 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| <b>RACE (BLACK)</b>   | <b>5</b>  |   |
| <b>GENDER (WOMEN)</b>                                       | <b>5</b>  |   |
| <b>YOUTH</b>  | <b>5</b>  |   |
| <b>DISABILITY</b>   | <b>5</b>  |   |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. 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]

3.4. 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

forward the matter for criminal prosecution, if deemed necessary.

|   |                                  |
|---|----------------------------------|
| .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |                                  |
| <b>SURNAME AND NAME:</b>                    | .....                            |
| <b>DATE:</b>                                | .....                            |
| <b>ADDRESS:</b>                             | .....<br>.....<br>.....<br>..... |

**10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz -
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Filled in task directive/proposal;
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

WITNESSES

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

|       |       |
|-------|-------|
| 1     | ..... |
| 2     | ..... |
| DATE: | ..... |

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

6. SIGNED AT

.....ON..... NAME  
(PRINT).....

SIGNATURE.....

OFFICIAL STAMP

2

DATE:.....

WITNESSES

1 .....

.....

**11. 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. wilfully 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.

|   |            |           |
|---|------------|-----------|
| <p>4.1 Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?<br/><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>   | <b>Yes</b> | <b>No</b> |
| <p>4.1.1 If so, furnish particulars:</p>  |            |           |
| <p>4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br/><i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i></p> | <b>Yes</b> | <b>No</b> |
| <p>4.2.1 If so, furnish particulars:</p>  |            |           |
| <p>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?</p>   | <b>Yes</b> | <b>No</b> |
| <p>4.3.1 If so, furnish particulars:</p>  |            |           |



|  |  |  |
|--|--|--|
| 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? |  |  |
| 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?                         |  |  |
| 4.7.1 If so, furnish particulars:  |  |  |

**5. 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:    | NAME<br>(PRIN): |  |
| CAPACITY:     | DATE:           |  |
| NAME OF FIRM: |                 |  |

## **MBD 9**

|   |
|---|
| <b>12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b> |
|---|

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

## **C.1.2 PRICING DATA**

## C2.1 PREAMBLE TO SCHEDULE OF QUANTITIES

- 1 For the purposes of this schedule of quantities, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.  
Quantity: The number of units of work for each item.  
Rate: The payment per unit of work for which the tenderer tenders to do the work.  
Amount: The product of the quantity and the rate tendered for an item.  
Lump Sum: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This schedule of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with subclause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- 8 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorisation for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the schedule of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the schedule of quantities are metric units

The following abbreviations are used in the schedule of quantities:

|                      |   |                   |
|----------------------|---|-------------------|
| mm                   | = | millimetre        |
| m                    | = | metre             |
|                      | = | kilometre         |
| km-pass              | = | kilometre-pass    |
| m <sup>2</sup>       | = | square metre      |
| m <sup>2</sup> -pass | = | square metre pass |
| ha                   | = | hectare           |

|                    |   |                       |
|--------------------|---|-----------------------|
| m <sup>3</sup>     | = | cubic metre           |
| m <sup>3</sup> -km | = | cubic metre kilometre |
| l                  | = | litre                 |
| kl                 | = | kilolitre             |
| kg                 | = | kilogram              |
| t                  | = | ton (1000 kg)         |
| No                 | = | number                |
| Mn                 | = | meganewton            |
| Mn-m               | = | meganewton-metre      |
| %                  | = | per cent              |
| KW                 | = | kilowatt              |
| Kn                 | = | kilonewton            |
| PC sum             | = | prime cost sum        |
| Prov sum           | = | provisional sum       |

14 **All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded**

15 The item numbers appearing in the schedule of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specification

16 **Payment for the Labour-Intensive Component of the Works:**

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

17 **Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data:**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information

**The following information shall be maintained on site and submitted in electronic/hard copy formats:**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information

**The following information shall be maintained on site and submitted in electronic/hard copy formats:**

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements



**SECTION 1: PRELIMINARY & GENERAL**

| ITEM NO                      | PAYMENT | DESCRIPTION  | UNIT       | QTY | RATE | AMOUNT ( R) |
|------------------------------|---------|--|------------|-----|------|-------------|
| <b>1.1</b>                   |         | <b><u>FIXED-CHARGE ITEMS</u></b>   |            |     |      |             |
| <b>1.1.1</b>                 |         | <b>Contractual requirements (tenderer must specify)</b>  |            |     |      |             |
|                              |         | a) Insurance (PSA 3.1.1)   | Sum        |     |      |             |
|                              |         | b) Guarantee   | Sum        |     |      |             |
|                              |         | c) Bank Guarantee  | Sum        |     |      |             |
| <b>1.1.2</b>                 |         | <b>Establish facilities on the site</b>  |            |     |      |             |
|                              |         | a) Survey Equipment & Assistants   | Sum        |     |      |             |
|                              |         | b) Nameboard   | Sum        |     |      |             |
| <b>1.1.3</b>                 |         | <b>Facilities for contractor:</b>  |            |     |      |             |
|                              |         | a) Offices & storage sheds (PS 6.3)  | Sum        |     |      |             |
|                              |         | b) Ablution and latrine facilities   | Sum        |     |      |             |
|                              |         | c) Tools and Equipment   | Sum        |     |      |             |
|                              |         | d) Water & electric power supply and communications (PS 5.121.1 & PS 5.121.10)                                 | Sum        |     |      |             |
|                              |         | e) Access to the site  | Sum        |     |      |             |
|                              |         | f) Tools and equipment   | Sum        |     |      |             |
|                              |         | g) Plant   | Sum        |     |      |             |
|                              |         | h) Protection against water and storms   | Sum        |     |      |             |
|                              |         | i) Dealing with water  | Sum        |     |      |             |
|                              |         | j) Setting out the works and tasks   | Sum        |     |      |             |
|                              |         | k) Full inspection of masts  | Sum        |     |      |             |
|                              |         | l) Travelling to site with Mast Installation Team  | Sum        |     |      |             |
|                              |         | m) Supplier design and related documentation - for data pack   | Sum        |     |      |             |
| <b>1.1.4</b>                 |         | <b>Other fixed obligations (tenderer must specify)</b>   | <b>Sum</b> |     |      |             |
|                              |         | a) Compliance with OHS Act and regulations, (including Covid-19 regulations and the Construction regulations ) | Sum        |     |      |             |
|                              |         | b) .....   | Sum        |     |      |             |
|                              |         | c) .....   | Sum        |     |      |             |
| <b>1.1.5</b>                 |         | <b>Remove the Contractor's Site establishment on completion</b>  | <b>Sum</b> |     |      |             |
| <i>Total Carried Forward</i> |         |  |            |     |      |             |

**SECTION 1: PRELIMINARY & GENERAL (Continuing)**

| ITEM NO                         | PAYMENT           | DESCRIPTION  | UNIT            | QTY      | RATE               | AMOUNT (R)         |
|---------------------------------|-------------------|--|-----------------|----------|--------------------|--------------------|
| <i>Brought Forward</i>          |                   |  |                 |          |                    |                    |
| <b>1.4</b>                      | <b>SABS 1200A</b> | <b><u>TIME-RELATED ITEMS</u></b>   |                 |          |                    |                    |
| <b>1.4.1</b>                    | <b>8.4.2</b>      | <b>Operate &amp; maintain facilities on Site:</b>  |                 |          |                    |                    |
|                                 | 8.4.2.1           | Facilities for Engineer:   |                 |          |                    |                    |
|                                 | PSAB 8.2.2        | a) Engineer's office   | Sum             |          |                    |                    |
|                                 | PSAB 8.2.3        | b) Engineer's telephone & fax  | Sum             |          |                    |                    |
|                                 | PSAB 8.2.4        | c) Survey equipment and assistance   | Sum             |          |                    |                    |
|                                 | PSAB 8.2.4        | d) Nameboard   | Sum             |          |                    |                    |
| <b>1.4.2</b>                    |                   | <b>Facilities for contractor on site</b>   |                 |          |                    |                    |
|                                 |                   | a) Offices and storage sheds (PS 6.3)  | Sum             |          |                    |                    |
|                                 |                   | b) Workshops   | Sum             |          |                    |                    |
|                                 | PSA 8.3.2.2©      | c) Laboratories (PS 7.3)   | Sum             |          |                    |                    |
| <b>1.4</b>                      |                   | <b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u></b>  |                 |          |                    |                    |
| <b>1.4.1</b>                    | <b>F5.01</b>      | <b>Provision of Skills Training (Including Venue, Transportation, accommodation and Cost of Training, as per EPWP LI C Guidelines)</b> | <b>Prov Sum</b> |          | <b>R220,000.00</b> | <b>R220,000.00</b> |
| <b>1.4.2</b>                    |                   | <b>Overheads, charges and Profit on item 1.4.1</b>   | <b>%</b>        | <b>5</b> | <b>R11,000.00</b>  | <b>R11,000.00</b>  |
| <b>1.4.3</b>                    |                   | <b>Occupational Health and Safety Agent</b>  | <b>Prov Sum</b> |          | <b>R160,000.00</b> | <b>R160,000.00</b> |
| <b>1.4.4</b>                    |                   | <b>Overheads, charges and Profit on item 1.4.3</b>   | <b>%</b>        | <b>5</b> | <b>R8,000.00</b>   | <b>R8,000.00</b>   |
| <b>1.4.5</b>                    |                   | <b>Labour Desk Officer payment</b>   | <b>Prov Sum</b> |          | <b>R21,000.00</b>  | <b>R21,000.00</b>  |
| <b>1.4.6</b>                    |                   | <b>Overheads, charges and Profit on item 1.4.5</b>   | <b>%</b>        | <b>5</b> | <b>R1,050.00</b>   | <b>R1,050.00</b>   |
| <b>1.4.7</b>                    |                   | <b>Sitting allowance paid to Project steering Committee members</b>  | <b>Prov Sum</b> |          | <b>R12,000.00</b>  | <b>R12,000.00</b>  |
| <b>1.4.8</b>                    |                   | <b>Overheads, charges and Profit on item 1.4.9</b>   | <b>%</b>        | <b>5</b> | <b>R600.00</b>     | <b>R600.00</b>     |
| <i>Total Carried to Summary</i> |                   |  |                 |          |                    |                    |

SECTION 2: HIGHMAST LIGHTS

| ITEM NO                         | DESCRIPTION   | UNIT   | QTY   | RATE | AMOUNT    |
|---------------------------------|---|--------|-------|------|-----------|
| B.                              | <b><u>Refurbishment Of Masts</u></b>  |        |       |      |           |
| 2                               | <b><u>Lowering mast, install and refurbishment parts &amp; raising of masts</u></b> |        |       |      |           |
|                                 | -   |        |       |      |           |
| 2.1                             | 20t Crane for erection and lifting of mast - Site establishment                     | No.    | 3     |      |           |
| 2.2                             | Crane rate per hour: (Min 9hrs per day)   | hr/day | 150   |      |           |
| 2.3                             | Lowering of mast and raising again after repair                                     | No.    | 15    |      |           |
| 2.4                             | Grouting after the mast has been re-installed                                       | No.    | 15    |      |           |
| 2.5                             | Installation of all refurbishment parts (per mast)                                  | No.    | 15    |      |           |
| 2.6                             | Coded welder - rate per day   | No.    | 15    |      |           |
| 3                               | <b><u>Supply, delivery and installation of Mast parts</u></b>                       |        |       |      |           |
|                                 | -   |        |       |      |           |
| 3.1                             | High mast door - SUPPLIER MASTS ONLY  | No.    | 1     |      | RATE ONLY |
| 3.2                             | Conversion Highlight mast top and pulleys<br>(Supplier Poles mast)                  | No.    | 15    |      | RATE ONLY |
| 3.3                             | Fibre glass hood  | No.    | 15    |      | RATE ONLY |
| 3.4                             | Lifting spike & bracket   | No.    | 15    |      |           |
| 3.5                             | Lamp cage (Top Ring)  | No.    | 15    |      |           |
| 3.6                             | Safety Chain, turn buckle and D-Shackles  | No.    | 15    |      |           |
| 3.7                             | Tension bolts, Thimbles and ferrule   | No.    | 15    |      |           |
| 3.8                             | Harness including stainless steel cables and tension plate                          | No.    | 15    |      |           |
| 3.9                             | Winch box (Supplier poles Masts Other than Sectional Poles)                         | No.    | 15    |      |           |
| 3.10                            | Brackets and U-bolts for light fittings (per bracket)                               | No.    | 135   |      |           |
| 3.11                            | Mast internal glass fibre 16A IP30 distribution board<br>with Photocell at 4m       | No.    | 15    |      |           |
| 3.12                            | IP65 Splitter box, 5-pin 16A/5kA 9-Way  | No.    | 15    |      |           |
| 3.13                            | 5c x 2.5mm trailing cable   | No.    | 15    |      |           |
| 3.14                            | 280 W LED FLOODLIGHT FITTINGS   | No.    | 135   |      |           |
| 4                               | <b><u>Servicing Equipment (1 set per site is recommended):</u></b>                  |        |       |      |           |
|                                 | -   |        |       |      |           |
| 4.1                             | Single drum winch   | No.    | 1     |      |           |
| 4.2                             | Hydraulic Power tool including Remote   | No.    | 1     |      |           |
| 4.3                             | Test Lead (5Pin, 16A, 8m long)  | No.    | 1     |      |           |
| 4.4                             | Unv 3 Pin Security Spanner pin F00204U  | No.    | 1     |      | RATE ONLY |
| 4.5                             | 3 Pin x 65 long Locking Bolt  | No.    | 1     |      | RATE ONLY |
| 4.6                             | Allenkey 5 sided for HLM  | No.    | 1     |      | RATE ONLY |
| 5                               | <b><u>Test and Commissioning</u></b>  |        |       |      |           |
|                                 | -   |        |       |      |           |
| 5.1                             | Testing and commissioning of highmast lights  | No     | 15.00 |      |           |
| <b>TOTAL CARRIED TO SUMMARY</b> |   |        |       |      |           |

**SUMMARY**

| SCHEDULE               | DESCRIPTION           |  | AMOUNT |
|------------------------|-----------------------|--|--------|
| SECTION 1              | PRELIMINARY & GENERAL |  |        |
| SECTION 2              | HIGHMAST LIGHTS       |  |        |
| <b>SUB - TOTAL</b>     |                       |  |        |
| CONTENGENCIES @<br>10% |                       |  |        |
| <b>SUB - TOTAL</b>     |                       |  |        |
| VAT @ 15%              |                       |  |        |
| <b>TOTAL</b>           |                       |  |        |

DURATION OF THE CONTRACT \_\_\_\_\_ WEEKS

## **PART 3**

### **CONTRACT DATA**

Part 3.1 Form of offer and acceptance

Part 3.2 Contract Data

#### **D1. CONTRACT PROFORMA'S TO BE COMPLETED BY THE SUCCESSFUL TENDERER**

##### **Form**

D1.1 FORM OF CONTRACT AGREEMENT

D1.2 DEED OF SURETY

D1.4 AGREEMENT IN TERMS OF OHS ACT

D1.5 AGREEMENT TO ACCEPT THE CONDITIONS OF  
THE ENVIRONMENTAL MANAGEMENT PLAN PERTAINING  
TO THIS PROJECT

D1.6 BLASTING INDEMNITY

D1.7 NOTIFICATION OF CONSTRUCTION WORK

Part 3.4 Safety Audit

Part 3.5 Works Information

**Offer**

The Employer, identified in the signature block below, has solicited offers to enter into a contract for the procurement of: **PROVISION OF SHEILA HIGH MAST LIGHTS IN DITSOBOTLA LOCAL MUNICIPALITY**

The tenderer, identified in the 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 a duly authorised representative signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices inclusive of Value Added Tax is.....  
.....Rand (in words); R  
.....(in figures)

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

for the  
tenderer

.....  
(Name and address of organisation)

Name & signature of witness ..... Date .....

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

## **Part 1**

### **T1 Tendering Procedures**

T1.1 Tender Notice & Invitation to Tender

T1.2 Tender Data

T1.3 Conditions pertaining to targeted procurement

T1.4 Tender data pertaining to targeted procurement

T1.5 Standardised conditions of tender

T1.6 Registration with the Construction Industry Development Board (CIDB)

## **Part 2**

### **T2. Returnable Documents (all forms to be filled in and signed to qualify as responsive)**

Summary for tender opening purposes only

T2.1 List of returnable documents

T2.2 GA Certificate for Authority of Signatory

T2.2 GC Certificate of Attendance at Site Visit

T2.2 GD Record of Addenda to Tender of Documents

T2.2 GE Form of Intent to provide a Performance Bond

T2.2 GG Proposed Subcontractors

T2.2 GJ Plant and Equipment

T2.2 GL Experience of Tenderer

T2.2 GN First Programme and Method Statements

T2.2 GO Management Plan

Format of Application for a Tax Clearance Certificate

Tender goal calculation

Goal declaration

ABE Declaration Affidavit

Confirmation of ABE Registration

MBD Forms

General Conditions of Contract 2015

C2.1 Pricing Instructions

C2.2 Bills of Quantities

Part 3-

**CONTRACT**

**3.Contract Data**

Part 3.1 Form of offer and acceptance (white pages)

Part 3.2 Contract Data (white pages)

Part 3.3 Agreements and Contract Data Forms (to be completed by the successful Tenderer)

D1.1 Performance Security Demand Guarantee

D1.2 Form of Surety for Unused Materials on Site

D1.4 Agreement in terms of OHS ACT

D1.5 Agreement to accept the conditions of the Environmental Management Plan

D1.6 Blasting Indemnity

D1.7 Notification of Construction Work

Part 3.4 Safety Audit

Part 3.5 Works Information

Tender Drawings

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 changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by both parties.

The tenderer shall within one week 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one copy of this document, including the Schedule of Deviations (if any). Unless the Contractor within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

Signature(s) .....

Name(s) .....



Capacity .....

for the  
tenderer

.....  
(Name and address of organisation)

Name &  
signature of  
witness .....

Date .....

### Schedule of Deviations

#### Notes:

1. 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 Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

**1 Subject**

.....

Details .....

**2 Subject**

.....

Details.....

**3 Subject**

.....

Details.....

**4 Subject**

.....

Details.....

**5 Subject**

.....

Details.....

**6 Subject**

.....

Details.....

By duly authorised 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 changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

**For the tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

for the  
tenderer

.....  
(Name and address of organisation)

Name &  
signature of  
witness .....

Date .....

**For the Employer**

Signature(s) .....

Name(s) .....

Capacity .....

for the  
tenderer

.....  
(Name and address of organisation)

Name &  
signature of  
witness .....

Date .....

**Contract Data**

This Contract Data consist of two parts. Part One contains information provided by the *Employer*. Part Two contains information provided by the *Contractor*.

The *Employer* and the *Contractor*, should read both the General Condition of Contract (GCC) 1<sup>st</sup> Edition 2015 and the Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme in order to understand the implications of this Data. (These documents may be obtained from the South African Institution of Civil Engineering (Tel 011-805-5947/48)).

**Note:** When terms in the Conditions of Contract are shown in italics it means the term is identified in this Contract Data. Hence the data will not mean anything unless read in conjunction with the Conditions of Contract. The same data is often applicable to a number of clauses, which is why cross-references have not been provided.

**Part one - Data provided by the *Employer***

|  |   |
|--|---|
| The <i>Employer</i> is   |   |
| Name   | Ditsobotla Local Municipality   |
| Address  | Burgersentrum/Civic Centre<br>Dr Nelson Mandela Rylaan/Drive Lichtenburg 2740   |
| Telephone  | (018) 633- 3800,  |
| Fax  | (018) 632 5247  |
| E-mail address   |   |
| The <i>Employer's</i> representative is : (also referred to as the Engineer) |   |
| Name   | Kgabagare Engineering Consultants   |
| Address  | P.O Box 3545<br>Mmabatho, 2735  |
| Telephone  | (018) 384 0764  |
| Fax  | 086 684 8867(not recommended)   |
| E-mail address   | info@kgabagare.co.za  |
|  | <ul style="list-style-type: none"> <li>The <i>Employer's</i> representative is delegated to carry out all the actions of the <i>Employer</i> in this contract with the exception of those required by clauses 51.1 and 81.1.</li> </ul> |

|  |
|--|
| The <i>works</i> are Provision of High Mast Lights   |
| The <i>site</i> Ditsobotla Local Municipality  |
| The <i>starting date</i> is expected to be within 6 weeks of the tender closing date.                      |
| The <i>completion date</i> is to be reckoned from the start date (Tenderer to fill in construction period) |
| The <i>period for reply</i> is 12 weeks  |

|   |
|---|
| The <i>defects date</i> determined as being 52 weeks after the Completion Date  |
| The <i>defects correction period</i> is 2 weeks   |
| The <i>delay damages</i> are R 2000.00 per day  |
| <b>Payment for the labour-intensive component of the works</b><br>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.<br>The <i>assessment day</i> is the 25 <sup>th</sup> of each month          |
| The <i>retention</i> is 10 % of the accumulative amount of the payment certificates.  |
| The amount of the performance bond is 10% of the Contract Value and expires on the issue of the Completion Certificate.<br><br>The <i>Contractor</i> gives the <i>Employer</i> a performance bond, provided by a bank or insurer for, equivalent to the above amount. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Contract Date, it is to be given to the <i>Employer</i> within four weeks of the Contract Date. |

## PROVISION FOR ADVANCED PAYMENT OF UNUSED MATERIAL ON THE SITE

### Option 1: Indemnity Surety for Unused Material On Site

The successful tenderer shall be required to provide a guarantee in the form of insurance by an approved insurance or indemnity company to the value arrived at in Item 1.1.3 in Section 1 (Preliminary & General) of the Price List, for the full duration of the contract, within 14 days of receipt by the successful tenderer of acceptance of his tender.

The Contractor shall provide a surety to the value of his choice. The surety is bound to recompense the Employer in the event of the Employer not acquiring legal ownership of the materials for whatever reason or the Employer being legally obliged to make payment to any third party or protect his ownership and acquire possession of the goods.

The Contractor shall have the Form of Surety for Unused Materials on Site, as per the proforma given as Annexure D1.2 in Part 3, completed and signed.

### Option 2: Proof of Ownership

The Contractor's claim for materials on site shall be restricted to materials legally owned by the Contractor and the responsibility of proving such ownership to the Engineer shall rest with the Contractor.

The Contractor shall provide documentary evidence of ownership of such materials comprising of the following and be to the satisfaction of the Employer:

- Detailed original delivery notes,
- Detailed original invoice indicating the specific rate of each item delivered,
- Original documenting evidence that the unused materials have been paid for,
- Original letter from the Material Suppliers specifying that the legal ownership of the materials has reverted to the Contractor and that the Supplier has no claim for whatever reason on the material.

Payment for Unused Materials on Site if no Indemnity Surety for Unused Material on Site is provided, be limited to 50% of the value of the contract Performance Bond provided by the contractor.

The *Adjudicator* is the person appointed as follows:

- In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the South African Institution of Civil Engineering to appoint an Adjudicator.
- The application includes a copy of this definition of the *Adjudicator*.
- The referring Party pays the administrative charge made by the South African Institution of Civil engineering.
- The Parties accept the person appointed and this person is also *Adjudicator* for later disputes.

|  |
|--|
| <p>The interest rate on late payments is 0.5% per complete week of delay.</p> <p>Note A percentage has only been inserted if a rate of 0.5% per complete week of delay is less than the current commercial interest rate</p>   |
| <p>The <i>Employer</i> provides this insurance: Nil</p>  |
| <p>The minimum amount of cover for the third insurance stated in the Insurance Table is R 1,000,000.00</p>   |
| <p>The <i>tribunal</i> is arbitration</p>  |
| <p>If the <i>tribunal</i> is arbitration, the arbitration procedure is the Rules of the Association of Arbitrators by an Arbitrator to be mutually agreed by the Parties, and failing agreement, to be appointed by the Association of Arbitrators</p>   |
| <p>The <i>conditions of contract</i> are the first edition (2004) of the General Conditions of Contract for Construction Works and the following additional conditions:</p> <ol style="list-style-type: none"><li>1 The Works Information is in the Scope of Work.</li><li>2 The Price List is in the Pricing Data.</li><li>3 The Site Information is in the Site Information.</li><li>4 The <i>Contractor's Offer</i> and the <i>Employer's Acceptance</i> is in the Form of Offer and Acceptance.</li><li>5 Extension of time for abnormal rainfall or wet conditions.<br/><p>The extension granted for abnormal rainfall or wet conditions shall be adjudged in terms of Clause 42.3.2 , of the General Conditions of Contract, 1<sup>st</sup> Edition 2004.</p></li><li>6 Contract Price Adjustment<br/><p>It is a condition of this contract that the price as tendered shall be fixed for the duration of the construction period, as tendered. Tenderers are to assess there risk in this regard and make allowances in their tendered rates.</p></li></ol> |

- 7 It is a condition of this contract that the tenderer be registered with the CIDB.
- 8 It is a condition of this contract that the Tenderer's Management and Supervisory staff have completed a skills programme for NQF in terms of compliance with the EPWP.
- 9 The Employer reserves the right to award this tender to a local municipality.

**Part two - Data provided by the Contractor**

The Contractor is

Name .....  
Address .....  
.....  
Telephone .....  
Fax .....  
E-mail address .....

The percentage for overheads and profit added to the Contractor's Cost for people is .....  
..... %

The percentage for overheads and profit added to other Contractor's Cost is .....  
..... %

**D1.1 PERFORMANCE SECURITY DEMAND GUARANTEE**

Title of the Contract

We have been informed that .....(the Principal/Contractor) has entered into Bid No. **MIG/NW/2749/24/25** to construct township civil services for “**Name and address of Beneficiary**” (whom the Contract defines as the Employer).....(the Beneficiary)

At the request of the Principal, we (*name of bank or insurer*)

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (the “guaranteed amount”, say:)

upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal is in breach of his obligation(s) under the Contract, and
- (b) the respect in which the Principal is in breach.

Any demand for payment must contain your signature(s) which must be authenticated by your appointed Project Manager. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the period for notifying defects*)

(the “expiry date” shall be the date 7 days after the issue of a Completion Certificate for the Works), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Principal has not completed his obligations under the Contract by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the Principal has not completed his obligations under the Contract, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of South Africa subject to the jurisdiction of the courts of South Africa and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed at.....Date.....Signature(s)

ON BEHALF OF SURETY



AS WITNESSES :

1. \_\_\_\_\_

2. \_\_\_\_\_

**D1.2 FORM OF SURETY FOR UNSED MATERIAL ON SITE**

EMPLOYER

CONTRACTOR

.....

DESCRIPTION OF CONTRACT.....

We the.....(*name of bank or insurer*) do hereby bind ourselves as surety in solidum and co-principal debtors to recompense the Employer in the event of his not acquiring ownership of materials for whatever reason, or in the event of lawfully being required to make payment of any sum of money to any third party in order to obtain or retain ownership or full and free possession of the said materials, in circumstances where the Employer has paid the Contractor for the said materials on Site in terms of the General Conditions of Contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of such payment for the said materials on Site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed the amount of .....

(R..... )

This guarantee shall lapse after the issue of the Completion Certificate in terms of the Contract, unless the surety is advised in writing by the Employer before the issue of the said Completion Certificate of his intention to institute claims and the particulars whereof, in which event this guarantee shall remain in force until all such claims are paid and settled.

FOR AND ON BEHALF OF THE SURETY : .....

SIGNATURE : .....

AT.....

1. ....

2. ....

NAME OF SURETY : .....

ADDRESS :

.....

**D1.4 AGREEMENT IN TERMS OF OHS ACT**

This agreement is mandatory for all contractors appointed by Ditsobotla Local Municipality or any other institution that do work for or on behalf of Ditsobotla Local Municipality

**This agreement in respect of Contract Number is between:**

**THE CONTRACTOR:**

Herein represented by .....  
in his capacity as .....being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number: .....

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:.....

and the

**DITSOBOTLA LOCAL MUNICIPALITY  
(Hereinafter referred to as "the The Employer")**

for the

**Bid Number :  
MIG/NW/2749/24/25**

## 1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract” Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an The Employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL** Means the contract annexed hereto as C1.1 “Form of Offer and **CONTRACT** Acceptance”.
- 1.4 **THE EMPLOYER** Means the Ditsobotla Local Municipality.
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by the Employer.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

## 2. OBJECTIVE

- 2.1 Whereas The Employer and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify the Employer against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both the Employer and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for the Employer.
- 2.3 The Employer acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### **IT IS HEREBY AGREED AS FOLLOWS:**

## 3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Employer” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended).
  - 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.

- 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 the Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
  - 3.1.15 Any other health and safety standard prescribed by the "Employer".
- 3.2 The "Contractor" shall ensure that he familiarises himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Employer" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Employer" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.6 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The "Employer" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Employer's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 6.3 The "Employer" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

## **5. GENERAL HEALTH AND SAFETY PROVISIONS**

### **5.1 Hazard Identification and Risk Assessment**

Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least –

the identification of the risks and hazards to which persons may be exposed to;  
the analysis and evaluation of the risks and hazards identified;  
a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;  
a monitoring plan; and  
a review plan.

These risk assessments must be submitted to the “Employer” before mobilisation on site commences. Despite the pre-emptive risk assessments conducted, the Contractor is also required to conduct a baseline risk assessment. The pre-emptive assessments must be incorporated into the baseline risk assessment. All out-of-scope work must be associated with a pre-emptive risk assessment.

All employees must be trained in the risk assessments. Records of training must be kept for auditing purposes.

The “contractor” must ensure that all sub-contractors conduct risk assessments for their scope of work as well.

### **5.2 Notification of construction work**

As is required in the Construction Regulations, the Contractor shall notify the Provincial Director of the Department of Labour of the construction work to be done within 5 working days after the signing of the contract between the “Employer” and the Contractor. A copy of this notification shall be forwarded to the “Employer” for record keeping purposes.

### **5.3 Training, Awareness and Competence**

All contractor employees must attend an induction session arranged by the contractor. The contractor is responsible for the development of a Contractor Project specific induction and training of his employees in this regard. Records of training must be kept for auditing purposes. All contractor employees must be trained in the risk assessments specific to their activities. The “contractor” must have a safety awareness scheme in place for all its employees. This scheme must be submitted to the “Employer” before work commences.

The “contractor” shall ensure that personnel appointed are competent and that all training required to do the work safely and as identified during the risk assessment process have been completed before the work commences. Copies of training records must be kept for auditing purposes.

## **5.4 Consultation and Communication**

The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and the “Employer’s” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

Contractors are required to do Toolbox Talks with their employees at least on a weekly basis. Records of the toolbox talks should be kept for auditing purposes. Workers declarations must be signed by those attending the Toolbox Talks.

It is compulsory for the contract manager to attend all safety meetings that will be set in conjunction with the “Employer”. A list of these meetings and the frequency there-of will be agreed to by the Contractor and the “Employer”.

## **6. LOCK OUT PROCEDURE**

- 6.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 6.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

## **7. CRANES, VEHICLES AND HOISTING**

- 7.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Employer”.
- 7.2 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
  - i) An agreement was concluded with the “Employer”.
  - ii) Approval has been obtained from the “Employer” to perform the work.
  - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 7.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

## **8. MACHINE VALANCES, PROTECTION AND FENDING**

- 8.1 No machine valances, protection or fending may be removed from machines, manholes, etc without the written permission of “Employer” if applicable exemption procedures were not appropriated.

## **9. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 9.1 No equipment or appliance belonging to “Employer” may be used without written permission from “Employer”.
- 9.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 9.3 In exceptional cases, where tools and equipment belonging to “Employer” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies the “Employer” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to the “Employer” for any damage or excessive wear of such tools or equipment and material.

## **10. EXCAVATIONS**

- 10.1 Before any excavations commence, written permission must be obtained from the “Employer” to confirm the location of existing electrical cables, water pipes, etc.
- 10.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 10.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 10.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and the “Employer” for approval.
- 10.5 Written permission must be obtained from the “Employer” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

## **11. FIRST AID**

- 11.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.

- 11.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid.

## **12. FLAMMABLE LIQUIDS**

- 12.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of the “Employer’s” fire prevention measures and evacuation procedures.

## **13. CONSTRUCTION PLANT**

- 13.1 The “contractor” shall ensure that all construction plant, such as but not limited to, cranes, excavators, graders, dump trucks etc comply as a minimum with all legal requirements. Contractors are required to conduct regular inspections of equipment and all log books and maintenance records must be available for auditing purposes by the “Employer”. Only authorised and competent persons are to use machinery and then under supervision.
- 13.2 Plant and equipment shall be checked by the “contractor prior to being allowed on the project site. All suppliers of hired plant shall be bound by the requirements of this specification. It is the responsibility of the “contractor” to ensure that suppliers comply with all requirements of the OHS Act, regulations and this specification.

## **14. WORKING IN ELEVATED LOCATIONS**

- 14.1 Any work required to be done above 2 meters from the ground level will be required to be associated with a pre-emptive risk assessment. This work will be classified as work in elevated positions. Anybody working 2 metres above ground level will be required to wear a full body harness. All lanyards must have a shock absorber. All personnel must be trained in the safe wear and use of safety harnesses, and fall arrest equipment.
- 14.2 All scaffolding must as a minimum comply with the requirements of the OHS Act and Construction Regulations. The “contractor” shall appoint competent scaffold erectors and inspectors.
- 14.3 All formwork and support work must be overseen by a competent person. The “contractor” remains responsible for the safety and adequacy of the formwork and support work.



## **15. POWER TOOLS AND PORTABLE ELECTRICAL EQUIPMENT**

- 15.1 The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The “contractor” shall ensure that:
- A competent person undertakes routine inspections;
  - Only authorised persons use the tools;
  - Safe working procedures are applied;
  - Awareness training is carried out and compliance is enforced at all times; and
  - PPE and clothing is provided and maintained.
  -

## **16. WORK ON ELECTRICAL INSTALLATIONS**

- 16.1 Work on electrical installations shall only be executed by qualified and authorised personnel, as specified in the OHS Act and relevant regulations. Due regards have to be given to power lines and equipment operated by Eskom and or local authorities.
- 16.2 An electrical and mechanical lock-out procedure must be issued to the “Employer” before work commences for approval by the “Employer”.

## **17. LIFTING OPERATIONS**

- 17.1 All lifting equipment and tackle shall be clearly marked, indicating the safe working load of the equipment. Lifting tackle shall be registered in a system and signed off on a daily basis by a competent person after inspection of the equipment. All lifting operations with lifts with a capacity exceeding 2 tonnes shall be preceded by a lifting study completed by a competent person and approved by “Employer”.

## **18. HAZARDOUS CHEMICAL SUBSTANCES**

- 18.1 Contractors must as a minimum comply with the Hazardous Chemical Substances Regulations. Material Safety Data Sheets must be submitted to the “Employer” whenever HCS are brought on site. This must be preceded by a risk assessment and method statement on the storage, handling and disposal of the material approved by the “Employer”.

## **19. CHECKING AND CORRECTIVE ACTIONS**

- 19.1 The “contractor” shall conduct internal audits and corporate safety audits on a monthly basis to verify compliance with their internal safety management system as well as the requirements of this specification. The “Employer” will accordingly conduct compliance audits on the requirements of this specification.

## **20. EMERGENCY RESPONSE AND PREPAREDNESS**

20.1 Each contractor shall submit a detailed emergency procedure to the “Employer” for approval. The procedure must take cognisance of all types of emergencies associated with the type of work to be conducted. The procedure shall also take the emergency plan of the “Employer” into consideration.

## **21. PUBLIC HEALTH AND SAFETY**

21.1 The “contractor” shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimise those dangers. Appropriate health and safety signage shall be posted at all times.

21.2 Both the “Employer” and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The public or visitors shall be briefed where practicably possible, through a health and safety induction meeting detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

## **22. COMPENSATION BY CONTRACTOR**

The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

## **23. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Employer” shall not be tolerated. The “Employer” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

## **24. INCIDENT REPORTING**

All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Employer”.

The “Employer” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.

The “Contractor” undertakes to report to “Employer” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

## **25 SERVICE INTERRUPTION**

Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from the “Employer”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Employer”.

## **26. CONFIDENTIALITY**

The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

Lost documentation/plans or related documentation shall immediately be reported in writing to the “Employer”.

The “Contractor” shall not put up any advertisements or billboard at the site without permission.

The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Employer”, or have photographs taken, published or let it be published.

## **27. COMPLETION OF WORK**

The “Contractor” or his employees shall not leave the contract site before the “Employer” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## **28. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

## **29. SEARCHES**

The “Contractor” and any person engaged in the contract work may at any time be searched by the “Employer” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## **30. GENERAL CONDITIONS**

30.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

30.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

30.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of the “Employer” in order to ensure and uphold the

implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

30.1.3 shall indemnify the “Employer” against any or all liability which may be incurred by the “Employer” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

30.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which the “Employer” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Employer” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

30.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Employer” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay the “Employer”, upon demand, all costs and expenses incurred by the “Employer”, in order to execute or have the said orders executed.

30.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Employer” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**31. ACKNOWLEDGEMENT**

The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**32. EXCEPTIONS AND OMISSIONS**

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**33. REMARKS**

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**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF.....

WITNESSES:

..... 1.....

THE CONTRACTOR

2.....

**THE EMPLOYER**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

..... 1.....

THE EMPLOYER

2.....

**INDEMNITY CERTIFICATE**

Contractor : \_\_\_\_\_

The Employer : \_\_\_\_\_

Contract : \_\_\_\_\_

I/we \_\_\_\_\_ Hereafter the  
"Contractor"

"Contractor" hereby indemnifies the Ditsobotla Local Municipality (The Employer) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against the "Employer", as well as of any loss or damage which the "Employer" suffers or expenditure the "Employer" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Employer" suffers.

THUS done and signed at ..... on this ..... day of  
..... 20....

WITNESSES:

1. .... CONTRACTOR
2. .... THE EMPLOYER



**ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt of a copy of the Ditsobotla Local Municipality safety specification for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 20....

I, ..... Accept the abovementioned appointment, and declare that I am familiar with the contents of the Ditsobotla Local Municipality's Safety Specification for contractors.

CASUALTIES REGISTRATION NUMBER

\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT ..... ON ..... 20....

SIGNATURE:.....

WITNESSES: 1. ....

2.....

A copy of this certificate shall be submitted to the "Employer" before any work commences.

|                         |
|-------------------------|
| R 2<br>REVENUE<br>STAMP |
|-------------------------|

**D1.5 AGREEMENT TO ACCEPT THE CONDITIONS OF THE ENVIROMENTAL MANAGEMENT PLAN**

Whereas \_\_\_\_\_(the Contractor)

\*Company  
Registration No. \_\_\_\_\_

Address: \_\_\_\_\_

a \* Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \* Public Company (hereinafter called the contractor), represented herein by \_\_\_\_\_ in his capacity as \_\_\_\_\_ duly authorised hereto by a articles of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the EMP and the instructions of the duly authorised Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Municipality from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- (d) The Contractor shall be obliged to report forthwith in writing to the Engineer full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

FOR THE CONTRACTOR \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESSES 1. \_\_\_\_\_ 2. \_\_\_\_\_



**D1.6 BLASTING INDEMNITY**

Whereas \_\_\_\_\_ (the Contractor)

\*Company Registration No. \_\_\_\_\_

Address: \_\_\_\_\_

a \* Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \* Public Company (hereinafter called the contractor), represented herein by \_\_\_\_\_ in his capacity as \_\_\_\_\_ duly authorised hereto by a resolution dated \_\_\_\_\_, a certified copy of which resolution is attached to this indemnity, in favour of the DITSOBOTLA LOCAL MUNICIPALITY .(hereinafter called the Municipality ), for any blasting work required on this contract, and the Municipality requires his Indemnity from the Contractor

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

THUS DONE AND SIGNED for and on behalf of the Contractor at

On the \_\_\_\_\_ day of \_\_\_\_\_ 2015 in presence of the subscribing witness.

AS WITNESS

SIGNATURE

1. \_\_\_\_\_

\_\_\_\_\_  
DESIGNATION OF SIGNATURE

2. \_\_\_\_\_

\* Delete which does not apply

**D1.7 NOTIFICATION OF CONSTRUCTION WORK**  
**Regulation 3 of the Construction Regulations, 2003**

1. (a) Name and postal address of principal contractor:  
.....
- (b) Name and telephone number of principal contractor's contact person:  
.....
2. Principal contractor's compensation registration number:  
.....
3. (a) Name and postal address of client:  
.....
- (b) Name and telephone number of client's contact person or agent:  
.....
4. (a) Name and postal address of designer(s) for the project:  
.....
- (b) Name and telephone number of designer's contact person:  
.....
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6 (1):  
.....
6. Name/s of principal 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 contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....  
*Principal Contractor*

.....  
*Date*

.....  
*Client*

.....  
*Date*

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE IF DEEMED NECESSARY BY THE CLIENT.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

## **PART 3.4 SAFETY AUDIT**

### **SAFETY OFFICER**

Provision has been made in Schedule 1 (Preliminary & General) for a Safety Officer.

The unit of measurement shall be month.

The tendered rate shall include full compensation, payable on a monthly basis, to provide a full-time qualified and suitably experienced, independent safety officer on the Site for the full duration of the project.

The safety officer's remuneration shall, apart from his monthly salary, include all necessary normal fringe benefits applicable to such job description to enable the safety officer to fulfil his task in the best manner possible and to comply with the environmental plan requirements. The rate tendered shall also include all additional charges required by the Contractor for profit, management, etc and shall be an all-inclusive monthly rate.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. The Contractor shall submit details of the proposed candidate(s) to the Engineer, who will select a person who meets the required criteria."

The duties of the Safety Officer shall include for the compilation of a Site Safety Plan, submitted to the Engineer for approval, and the implementation of the Plan by conducting regular Safety Audits at minimum periods of 2 weeks. The Safety Audit shall be conducted in terms of the Generic Specifications FOR OCCUPATIONAL HEALTH AND SAFETY. A copy of these specifications will be issued to the successful Tenderer and include the following :

- Notification of construction work
- General administrative templates
- Appointment letters
- Audit check list
- Records to be kept on site
- Adherence to Covid-19 regulations

### **PROTECTION OF THE PUBLIC**

The Contractor is reminded that operations are being conducted in an urban area and in the presence of passing traffic; hence precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and of completed construction by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

## LIST OF SPECIFICATIONS

1. All Electrical installation work shall comply with Code of Practice for the Wiring of Premises, SANS 10142-1.
  2. All High Mast Lighting structures shall comply with The Code of Practice for The Design and Construction of Lighting Masts, SANS 10225.
  3. All luminaires shall comply with The Code of Practice for Public Lighting, SANS 1098.
  4. All Earthing of High Mast Structures shall comply with SANS 10313, Protection against Lightning.
  5. All electrical cables supplied shall be to SANS 1507.
  6. Project and Particular Specification - bound into this Document.
- \* Not issued with this document but available at the Contractor's expense from:

The South African National Standards,  
Private Bag X191  
Pretoria  
0001.

## **INDEX TO SPECIFICATION**

### **PROJECT SPECIFICATION**

#### **SCOPE**

#### **STATUS**

#### **PORTION 1 : THE WORKS**

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| PS 1  | General Description                                   |
| PS 2  | Description of site and Access                        |
| PS 3  | Existing Ground and Subsoil Conditions                |
| PS 4  | Details of Contract                                   |
| PS 5  | Site facilities available                             |
| PS 6  | Features requiring special attention                  |
| PS 7  | Inspection  |
| PS 8  | Spoil Areas   |
| PS 9  | Publications and Advertising                          |
| PS 10 | Abnormal Rainfall                                     |
| PS 11 | Local Labour  |
| PS 12 | Optimisation of Labour                                |
| PS 13 | Scaling of Drawings                                   |
| PS 14 | Applicable Standardized And Particular Specifications |

#### **PORTION 2 : VARIATIONS AND ADDITIONS TO THE REQUIREMENTS OF THE STANDARDIZED AND PARTICULAR SPECIFICATIONS**

|       |                            |
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| PS A  | General                    |
| PS AB | Engineer's Office          |
| PS C  | Site Clearance             |
| PS D  | Earthworks                 |
| PS DB | Earthworks (Pipe Trenches) |
| PS G  | Concrete (Structural)      |
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## **PROJECT SPECIFICATION**

### **SCOPE**

This Project Specification is set out in 2 portions. Portion 1 covers a general description of the Project, the facilities available and the requirements to be met. Portion 2 covers the variations and additions to the Standard Specifications and also includes Particular Specification that are applicable to the project.

### **STATUS**

Should any requirement of the Project Specification be at variance with any requirements of the Standardized or Particular Specification the requirements of the Project Specification shall prevail.

### **PORTION 1 : THE WORKS**

#### **PS 1 GENERAL DESCRIPTION**

This project comprises the installation of 16 high mast lights including construction of concrete bases and the erection of 30m Masts with 9 Luminaires on those concrete bases , to serve the Ditsobotla Local Municipality.

#### **PS 2 DESCRIPTION OF SITE AND ACCESS**

The site is situated at Sheila in the Ditsobotla Local Municipality. These wards are within a 50km radius from the Lichtenburg Town.

Vegetation comprises typical semi-arid vegetation consisting of scrub and small thorn trees with mainly grass in the flood plains.

#### **PS 3 EXISTING GROUND AND SUBSOIL CONDITIONS**

The Contractor must familiarize them as far as is possible with soil conditions in the region.

#### **PS 4 DETAILS OF THE CONTRACT**

The Contract comprises the refurbishment of existing 15 High Mast Light to serve the Sheila locations in Ditsobotla Local Municipality.

#### **PS 5 SITE FACILITIES AVAILABLE**

##### **PS 5.1 Bulk Services**

There is existing electricity which is operational and the contractor will have to communicate with Eskom for them to do the connection for the contractor.

##### **PS 5.2 Contractor's camp**

Contractor's camp shall be established at the site indicated on the drawings and in accordance with the requirements of SANS 1200 A as further amplified in PSA. The use of an alternative site may be considered, subject to the approval of the Local Municipality.

### **PS 5.3 Water**

The Contractor is to make arrangements to obtain and transport to the site any water he may require prior to the mixing of concrete and other purposes.

### **PS 5.4 Source of Power Supply**

Electrical power is available on the site. The Contractor shall check on the availability of power and make his own arrangements. All charges and service fees are to the Contractor's account.

### **PS 5.6 Temporary Sewage Disposal**

The Contractor shall make his own arrangements, with the approval of the Local Municipality and Engineer, for the disposal of sewage from the construction camp and will be responsible for any charges due to the Local Municipality. The use of pit latrines and septic tanks will be permitted. All charges and service fees are to the Contractor's account.

## **PS 6 FEATURES REQUIRING SPECIAL ATTENTION**

### **PS 6.1 Existing Services**

Only telephone lines exist at certain locations within the village.

While every effort has been made to locate all existing services it is possible that some buried services have not been shown on the drawings. Should the Contractor find evidence of possible buried services he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on a course of action.

Existing services must be protected throughout the duration of the contract. For the purposes of this Contract all cables shall be considered live at all times.

Known existing services damaged by the Contractor shall be repaired at the Contractor's expense.

### **PS 6.2 Existing Traffic, Pedestrians and Domestic Animals**

The Contractors shall ensure that his personnel observe the strictest safety measures to avoid endangering traffic, pedestrians and domestic animals during the construction period.



### **PS 6.3 Access to properties**

The Contractor shall organise the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Contractor may, with the approval of the Engineer, make arrangements with the occupier of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to the specific conditions.

### **PS 6.4 Existing residential areas**

Access to the adjacent residential areas shall be maintained at all times, as shall access to individual houses.

It is strongly emphasized that under no circumstance shall any claims be considered for delays or disruptions as a result of the presence of residents within the adjacent occupied areas.

### **PS 6.5 Contractors vehicles**

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid driver's licences.

### **PS 6.6 Transference of skills**

The Contractor is requested to use the time spent on this Contract as an opportunity to train local residents in various construction skills.

The extent to which the Contractor is prepared to co-operate in this respect will be taken into consideration when the tenders are adjudicated.

A form has been bound into this document in which the Tenderer can indicate the number of people he is prepared to train in various construction skills.

### **PS 6.7 Bench Marks**

A levelled benchmark will be provided at the site. The Contractor shall make provision for additional benchmarks if required. The contractor shall take proper care to protect and not disturb or destroy property beacons; trigonometrical survey beacons; setting out beacons; and or bench marks.

Property beacons and trigonometrical survey beacons that have been disturbed or destroyed or are found to have gone missing at any time during the occupancy of the Site by the Contractor for the purpose of the Works shall be replaced at the sole cost of the Contractor. The Contractor will take proper care during the site handover meeting of the position and accurate correctness of the position of sufficient trigonometrical survey beacons to enable the contractor and all his subcontractors if any, to complete the work within required specifications

### **PS 6.8 Contractor's Copies**

The Contractor shall be entitled to receive free of charge 3 (three) paper prints of each Drawing and Specification issued by the Engineer in terms of the Contract. Any further copies required by the Contractor for the purposes of the Contract shall be supplied at cost of Contractor.

### **PS 6.9 Contractors Employees**

The Contractor shall deliver to the Engineer on the first day of each week a return in detail of supervisory staff and the numbers of categorised classes of labour employed each day in respect of all Contractor's Employees who were engaged upon the Works during the preceding week.

### **PS 6.10 Constructional Plant**

The Contractor shall deliver to the Engineer on the first day of each week a return containing a detailed inventory of Constructional Plant kept on Site, with full particulars given for each day of the week in respect of all Contractors Constructional Plant which were engaged upon the Works during the preceding week. Distinction shall be made between Constructional Plant in and out of working order.

## **PS 7 INSPECTIONS**

Works inspected and rejected by the Engineer will be reinspected by the Engineer for compliance with the specifications. The rejection of work inspected by the Engineer will in no way release the Contractor from his contractual obligations under this Contract.

## **PS 8 SPOIL AREAS**

All excavated material that is surplus or unsuitable for re-use shall be dumped, spread and levelled at a spoil area selected by the Contractor, and approved by the Engineer. All charges, fees and monies to be paid to accept the material will be borne by the Contractor.

**PS 9 PUBLICATIONS AND ADVERTISING**

The Contractor shall not publish or cause to be published any papers, articles or information relating to this project nor permit any advertising mentioning the subject of this Contract, nor display or permit to be displayed any advertisements on the site or elsewhere in connection with this Contract without the prior permission in writing of the Employer. The Contractor shall be responsible for the observance of this clause by his employees and by his Sub-Contractors.

**PS 10 ABNORMAL RAINFALL**

With reference to the relevant clause of GCC General Conditions of Contract extension of time due to abnormal rainfall will be based on the values tabled below as provided by the Weather Bureau of the Department of Environment Affairs:

**DITSOBOTLA (For exemplary purposes)**

| MONTH | Nn<br>DAYS | Rn mm | MONTH        | Nn<br>DAYS | Rn mm        |
|-------|------------|-------|--------------|------------|--------------|
| AUG   | 4          | 111.4 | FEB          | 0          | 4.1          |
| SEP   | 3          | 81.5  | MAR          | 0          | 6.6          |
| OCT   | 2          | 85.6  | APR          | 0          | 19.3         |
| NOV   | 2          | 48.4  | MAY          | 1          | 43.2         |
| DEC   | 0          | 15.2  | JUN          | 2          | 67.1         |
| JAN   | 0          | 6.5   | JUL          | 3          | 93.4         |
|       |            |       | <b>TOTAL</b> | <b>17</b>  | <b>582.3</b> |

For the purposes of this Contract the values of x and y, as described in the formula below, shall be as follows:

$$x = 20\text{mm}$$

$$y = 10\text{mm}$$

The extension of time to be granted for abnormal rainfall shall be calculated by the formula:

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

Where:

$V$  = Extension of Time in calendar days in respect of the calendar month under consideration.

$N_w$  = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more has been recorded.

$R_w$  = Actual total rainfall in mm recorded during the calendar month under consideration.

$N_n$  = Average number of days, derived from rainfall records, on which rainfall of 10mm and more has been recorded during the relevant calendar month as per the data tabulated hereinafter.

$R_n$  = Average total rainfall in mm for the relevant calendar month, derived from rainfall records as tabulated hereinafter.

For the purpose of this contract  $N_n$ ,  $R_n$ ,  $x$  and  $y$  shall have those values assigned to them in the specifications. Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. The number of days granted for a particular month shall not be greater than the actual number of days worked.

Should  $V$  be negative for any particular month and should its absolute value exceed the corresponding value of  $N_n$  then  $V$  shall be taken as being equal to minus  $N_n$ .

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced to subnormal rainfall. Extension of time for part of the month shall be calculated using pro-rata values of  $N_n$  and  $R_n$ .

This formula does not take account of flood damage which could cause further concurrent delays and will be treated separately as far as extension of time is concerned.

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds  $y$  mm. The factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed  $y$  mm but wet conditions prevented or disrupted work.

## **PS 11 LOCAL LABOUR**

The Contractor may only employ labour from within the towns/ villages and within their wards where the project will be executed for unskilled work, of which a minimum of 30 % must be female. Where semi-skilled and skilled labour is required and the Contractor does not have such labour employed permanently, semi-skilled and skilled labour must also be employed from within these wards. The Community liaison Officer will assist the Contractor, wherever possible, to obtain suitable labour. The approval of the Engineer must be obtained before any labour from outside these wards is employed.

The Contractor must ensure that all wages offered are in accordance with specified minimum wages for the particular area.

The Contractor shall ensure that his workforce is insured in the event of injury or death. The required contributions shall also be paid to the Unemployment Insurance fund.

### **PS 12 OPTIMISATION OF LABOUR**

The Contractor is required, in accordance with the Principles of the Reconstruction and Development Plan (RDP), to maximize job creation and the use of locally available labour resources.

### **PS 13 SCALING OF THE DRAWINGS**

Only those dimensions set out on the Drawings issued by the engineer may be used for the construction of the Works. No dimensions may be scaled from any drawing without the express permission of the Engineer having been first obtained writing.

The Contractor shall be responsible for checking that all dimensions shown on any Drawings are correct before any part of the Works is commenced.

**PSA GENERAL**  
**(Applicable to SANS 1200 A - 1986)**

**PSA 1 MATERIALS**

**PSA 1.1 Quality (Subclause 3.1)**

Add to Subclause 3.1:

"The Contractor shall submit to the Engineer samples of all materials intended to be incorporated in the works at least two weeks prior to the materials being required for construction.

The submission of the samples shall be accompanied by results of tests on the samples undertaken by an independent laboratory on his behalf and at his cost on the sample in question before consideration by the Engineer.

Materials specified as being to the approval of a Standard Bureau shall bear the official mark of the appropriate standard."

**PSA 2 PLANT**

**PSA 2.1 Restriction on employee Accommodation (Subclause 4.2)**

Add to Subclause 4.2

"The Contractor may only accommodate employees at his camp with consent of the **Village Project Out Implementing Committee.(VPOC)**"

All offices, sheds, workshops, stores and ablution facilities that the Contractor erects for his use or the use of his employees shall comply with the requirements of the local authorities."

**PSA 2.2 Office for Site Meetings (New Subclause 4.3)**

Add New Subclause 4.3

"In addition to the requirements of SANS 1200 A Subclause 4.2 the Contractor shall make available an office for the site meetings to be held on a regular basis. The office shall be large enough to accommodate the seating and table facilities for a minimum of 15 people. This office can be utilised by the Contractor for his own purposes outside site meetings. The cost of this office shall form part of the Preliminary and General items tendered."

## **PSA 3 CONSTRUCTION**

### **PSA 3.1 Method of Construction (New Subclause 5.9)**

Add New Subclause 5.9

"Except where acceptance of the Contractor's proposed methods of construction is stated in the letter accepting a tender, acceptance of the tender does not signify acceptance of such methods of construction and it does not in any way relieve the Contractor of any of his responsibilities for the works and it shall not be used as a basis for claiming compensation where the proposed methods of construction do not comply with the requirements of the specifications and are not approved of subsequent to the award of the Contract."

### **PSA 3.2 Protection of Overhead and Underground Services (Subclause 5.4)**

Add to Subclause 5.4:

"All services constructed under this Contract shall be deemed "known services" in terms of SANS 1200 A subclause 5.4 once they have been constructed."

## **PSA 4 TESTING**

### **PSA 4.1 Checking (Subclause 7.1.1)**

Add to Subclause 7.1.1

"The tendered rates must include the cost of all control testing as required in the Standard, Project or Particular Specification and no additional claims shall be entertained in this respect. Results of all control tests must be submitted to the Engineer as soon as is practically possible. The result of each section of pipeline tested, must be recorded by the Contractor on the specified hydrostatic test certificate and handed to the Engineer after each testing procedure. The contractor must also keep detailed records of all installations completed on site, on the detailed schedule of installations form (see example of A4-page hereby annexed to the back of this document), and handed to the Engineer on a weekly basis, as soon as practically possible.

Should the control testing performed or arranged by the Contractor not meet the requirements of the specification, the Engineer shall have the right to conduct additional testing at the Contractor's expense.

Should the results of the check testing ordered by the Engineer not meet with the specifications, the cost thereof shall be for the Contractors account. Where these tests prove compliance with the Specification the cost thereof shall be met by the Employer."

**PSA 4.2 Standard of Finishes not to Specification (Subclause 7.1.2)**

Add to the Subclause 7.1.2

"The cost of all rectification work shall be to the Contractor's account."

**PSA 4.3 Existing Services (Subclause 8.8.4)**

**Excavation By Hand In Soft Material**

Payment shall cover the cost of exposing the services as may be directed by the Engineer.

**PSA 4.4 Marking Of Erf Pegs**

If instructed in writing by the Engineer the Contractor shall provide and paint white 3 stones with a minimum dimension of 150 mm at every erf peg and wherever there is a change in direction.

**PSA 4.5 Temporary Protection Of Services (Subclause 8.8.4)**

The sum entered shall cover all costs incurred, arising from barricading, shoring, lighting, etc necessary for the temporary protection of existing services.

**PSA 5 PAYMENT**

**PSA 5.1 Time Related Items (Subclause 8.2.2)**

Add to Subclause 8.2.2

"The Engineer shall assess the number of months required to complete the site activities for which the relevant sum was tendered."

**PSA 5.2 Electrical Connection Fees**

A prime cost has been included in Schedule 1 for payments to Eskom in respect of electrical connection fees for borehole equipment. In addition to the above-mentioned amount, provision is made in Schedule 1 for mark-up on the connection fees paid. This mark-up shall be regarded as full compensation for overheads, changes, administration and profits as provided for in Clause 48(2) of the Conditions of Contract



**PSAB ENGINEERS OFFICE**  
**(Applicable to SANS 1200 AB - 1986)**

**PSAB 1.1 MATERIALS**

**PSAB 1.1 Nameboards (Subclause 3.1)**

Amend first sentence of Subclause 3.1 to read:

"The Contractor shall supply, erect and maintain two name boards as detailed on the nameboard drawing no Notice 01. Instructions regarding the location for erection will be given by the Engineer at the commencement of the Contract."

**PSAB 1.2 Office Building**

One office facility shall be provided and furnished for the Engineer's Representative and maintained for the duration of the contract. The office facility shall be furnished as per SANS 1200 AB, save as amended below.

The office shall consist of a room with a floor area of at least 20m<sup>3</sup> and a ceiling height of at least 2.5m.

All offices and other facilities shall be weatherproof with boarded floors that are at least 150 mm above the ground, shall be provided with ceilings, with a door with a secure lock, and each with two opening windows of glazed area at least 3m<sup>2</sup>. Each facility shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

The internal finishing of the office shall include:

- (a) one trestle table, 2 m long x 1m wide x 0,9 m high, with a smooth top;
- (b) one desk having a top of size at least 1,5mx0,9m and at least one lockable drawer;
- (c) one high stool;
- (d) four chairs;
- (e) one white board mounted to the wall and a set of white board markers;
- (f) a lockable upright steel cabinet with three shelves and a steel filing cabinet with four drawers;
- (g) racks for hanging contract drawings;
- (h) provision, as detailed in the Project Specifications, for a toilet for the exclusive use of the Engineer.

Upon completion of the Works, ownership of all buildings, furnishings and equipment specified herein shall revert to the Contractor who shall remove same from Site.

## **PSAB 2 PLANT**

### **PSAB 2.1 Telephone (Subclause 4)**

Add to Subclause 4.1:

"In the event of the Contractor obtaining telephone services, use of such facilities including facsimile shall be made available to the Engineer."

## **PSAB 3 CONSTRUCTION**

### **PSAB 3.1 Telephone (Subclause 5.4)**

Delete the last sentence of this Subclause.

### **PSAB 3.2 Survey Assistants (Subclause 5.5)**

Amend first sentence of Subclause 5.5 to read:

"The Contractor shall make available a maximum of 3 survey assistants to assist the Engineer on an 'as and when required' basis. In addition he shall provide the following equipment for the Engineer's use on an "as and when required" basis:

- 1) 1 tachometer, capable of reading to 20 seconds of an arc, and tripod
- 2) 1 automatic Engineer's level and tripod
- 3) 1 levelling staff 5m long with 1cm gradations
- 4) 1 staff angle bubble
- 5) 1 metal change point
- 6) 1 plumb bob
- 7) 1 spirit level 1m long
- 8) 2 steel ranging rods 2,5m long
- 9) 1 x 2kg hammer
- 10) 2 x canvas carry bags
- 11) 1 x 100m steel tape
- 12) 1 x 30m steel tape
- 13) 1 x 5m steel tape

The Contractor shall keep the equipment insured against loss, damage or theft for the duration of the contract and shall indemnify the Engineer or Employer against any claims in this regard.

## **PSAB 4 MEASUREMENT AND PAYMENT**

### **PSAB 4.1 Measurement (Subclause 8.1)**

Add to Subclause 8.1:

"Notwithstanding the requirements of subclause 8.1 the items shall be scheduled in global groups as defined in the Schedule of Quantities."

#### **PSAB 4.2 Fixed and Time-related Items (Subclause 8.2.1)**

Add to Subclause 8.2.1 to read:

"Notwithstanding the requirements of subclause 8.2.1 the items shall be scheduled in global groups as defined in the Schedule of Quantities."

#### **PE4 ELECTRICAL CABLES, CABLE TERMINATING GLAND AND EARTH WIRES**

Low voltage cables shall be for service in a 400/230V 3 phase 50HZ system and shall be PVC insulated, steel wire armoured, PVC sheathed, 660/1000volt grade, complying with requirements of SANS 150. The cores shall be stranded copper.

Cables and earth conductors for a specific applicable shall be selected strictly in accordance with the requirements laid down in SANS 0142 in respect of current rating and voltage drop.

A proper cable schedule shall be prepared for all cables by the contractor. The format of the cable schedule must first be submitted for approval by the Engineer.

Wherever cables pass through holes in floors and walls or enter or leave pipes or ducts in the floor, the Contractor shall seal the opening with vermiculite plaster or other approved equivalent. The opening shall be filled for the full thickness of the floor or wall and the filler domed or raised slightly to prevent the accumulation of water or oil in the seal.

Each cable connection shall be terminated at each end by means of suitably sized adjustable chromium plated, brass terminating gland complete with armour clamp and neoprene shroud. Cable terminating glands for outdoor use shall be provided with waterproofing inner seals as well as waterproofing seals or nipples. Cable armouring shall be earthed at each end but may not be used as earth continuity conductor.

The power supply to submersible pump motors shall be terminated onto welding plug socket outlets close to the motor. The flexible submersible cable from the motor shall then be terminated onto a plug, which plugs into this welding plug.

All current and earth conductors shall be terminated at each end by means of a suitably sized bolted lug crimped onto the conductor. The lugs shall be bolted onto the relevant busbars, earth bars or earthing terminals.

Control wiring/cables shall be of a minimum thickness of 2,5 mm sq. Power cables shall be of a minimum thickness of 4,0 mm sq. The cores shall consist of at least three strands of copper conductor unless otherwise specified. Screened cables shall be provided for all signal cables eg. cables for flow meters.

No joint will be allowed in any run of cable or earth conductor.

The Contractors shall be responsible for the excavation, bedding, backfilling, consolidating and making good of all cable trenches with the exception of those sections of the cable routes where it is specifically indicated on the accompanying drawings that open cable ducts will be provided by others. The cable trenches for the electrical cables under the electrical contract will be provided by that responsible contractor.

Cable routes must be marked out on site by the Contractor and must be approved by the Engineer before any excavations may commence. This arrangement is to ensure the minimum interference with paved walkways.

Cable trenches for LV power cable shall be deep enough to facilitate the laying of these cables at a depth of 600mm below final ground level. The floors of all cable trenches shall be smooth and free from boulders and sharp rock projections.

Each cable shall be laid in a bedding of river sand or sifted soil 75mm over and 75mm below the cable – clayish soil will not be accepted as bedding.

No cable trench shall be backfilled before the cable(s) in the trench has been inspected and approved by the Engineer.

Backfilling of cable trenches shall be done in stages not exceeding 150mm with through consolidation at each stage to prevent subsequent subsidence.

#### **PE4.1 Marking Tape**

Yellow PVC marking tape, 150mm wide, with the word “Buried Electrical Cable – Caution” in both English and Tswana, printed in Red or Black, shall be buried approximately 300mm below ground level above the cable.

#### **PE4.2 Cable Markers**

- Cable markers shall consist of 150mm x 100mm x500mm high concrete blocks with 500mm high letters cast in the concrete and marked “MV or LV Cable”. The concrete block must not protrude more than 150mm above the finished pavement level.
- Cable markers are to be installed at each end, each cable through

joint position at each change of cable direction and at 50 meter intervals along the cable routes.

Cables to be installed on walls and structures shall be properly supported and firmly fixed at suitable regular intervals to prevent it from sagging under its own weight or snagging.

All exposed cable runs shall be installed neatly horizontally and vertically, and all exposed vertical cable runs between ground level and 2m above ground level shall be installed in cable sleeve pipes or conduits. These pipes or conduits shall extend to at least 300mm below ground level. Intervals between fixing points for sleeves and conduits shall not exceed 1m.

## **PE5 ELECTRICAL DISTRIBUTION AND MOTOR CONTROL BOARDS**

### **PE5.1 Type and Construction**

All electrical distribution boards and motor control board shall be IP54 enclosures constructed of at least 2mm thick steel plate or equivalent and powder-coated in electrical orange paint. Sufficient provision shall be made for heat dissipation and ventilation of the board.

These board shall comply with the requirements of SANS 1180: Part 1 where applicable Doors shall be rigid and shall be secured in position by means of robust grade 304 stainless steel hinges. The doors shall each be provided with at least two lockable “square key” panel locks – one at the top and one at the bottom of the lock side of the door. The

chassis shall be rigid and facilities shall be provided on the chassis for mounting all the relevant equipment. No equipment shall be mounted on the rear panels of boards.

The panel shall be rigid and readily removable without necessitating the disturbance of any of the equipment on the board. Panels shall be mounted in such a way that all equipment is flush behind the panel.

Each board shall be provided with a suitably rated main isolator. All screws, studs, bolts, nuts and washers used for these boards shall be rustproofed. The use of self-tapping screws will not be permissible.

A suitable galvanized gland plate of 3mm thickness shall be provided for termination cables. Cable entries to MCC's shall only be from below.

All boards shall only have front access and shall make due allowance for access to the terminations without any physical difficulties.

All boards shall be vermin-proof.

#### **PE5.2 Internal Wiring for Switchboards and Motor Control Boards**

The internal wiring of the boards shall consist of colour PVC insulated conductors of adequate copper cross-section but minimum of 1,5 mm sq., which shall be neatly installed horizontally and vertically and grouped and installed in wireways. Only spiral binds to be used. (String will not be acceptable). Numbers of an approved type, shall be provided on each end of each wire, to facilitate the tracing of circuits in accordance with the manufacturers wiring diagram.

Wiring shall be fitted with lugs before terminating onto equipment on terminals. Wiring of external circuits shall be terminated on suitably sized DIN rail.

**Only Hexagon crimping allowed.**

### **PE5.3 Labelling of Switchboards and Motor Control Boards**

Labels of the black with white lettering “trefolite” type shall be provided below each item of equipment on the front panel of each board as well as on the chassis in close proximity to the relevant equipment to identify such equipment in English in 6mm high lettering.

Each distribution board or motor control board shall be provided with all the necessary equipment to ensure proper functioning of the plant controlled by it.

All safety warning notices shall be in English and the lettering shall be red on a white background.

### **PE5.4 Equipment for Distribution Boards and Motor Control Boards**

The Contractor must provide a fully functional system. The equipment shall comply with the specifications below where applicable.

All contactors for the MCC;s shall be of the electromagnetic operated air break type with 220V AC coil voltage. The 220V control voltage shall be supplied from a earth leakage unit suitable for inductive loads.

Category A3 contactors shall be used.

### **PE5.5 Distribution and Control Board Components**

#### Isolator

All isolators shall be of the “Load-breaking” and “fault making” type and shall with the requirements of BS 5419-1977 and SANS 142 where applicable. The fault level of the isolators shall be equivalent to or higher than the fault level at the associated busbar or incoming cable.

#### Moulded Case Circuit Breaker

All moulded case circuit breakers shall comply with the requirements of SANS Specification No. 156-1977 manufacture with a rupturing capacity equivalent to or higher than the fault level at the associated busbar or incoming cable.

These circuit breakers shall be fitted with copper terminal collector bars where more than one cable tail has to be terminated on the same terminal.

### Airbreak Contactors

All contactors shall be of the totally enclosed three pole, double air break per pole, automatic magnetic type complying with the requirements of SANS 1092 and/or IEC 158-1 for Class AC 3 contactors of Intermittent Duty class 0,3. The contactors shall be rated for a least 130% of the associated load current.

All contactors shall be provided with arc extinguisher and readily replaceable silver or silver-alloy contacts rated for 2-million “on” and “off” switching operations at rated current. All contactors shall be capable of carrying and making and breaking at a recovery voltage of not less than 90% of the system voltage. Each contactor shall be provided with a closing coil suitable for continuous operation and at least 15 closing operations per hour.

At least two normally open and two normally close auxiliary contacts shall be fitted. The contactor may not hum or chatter in service and the contacts may not bounce on closing.

### Current Transformers

All current transformers shall be of the air insulated type complying in all respects with the requirements laid down in BS 3938: 1973 and/or IEC 185. The Contractor shall carefully select the ratio, burden and accuracy class to suit its specific application in accordance with the recommendations and requirements of BS 3938 and/or IEC 185.

The following classes of current transformers shall be used:

- |  |       |
|--|-------|
| • General Protection (over-current/thermal overload) | 10P15 |
| • Differential Protection                            | X     |
| • kVA, kW, kWh meters and ammeters                   | 0,5   |

### Indicating Instruments

All indicating instruments shall comply with the requirements laid down in BS 89: Part I: 1970 for instruments of a 2,5 Accuracy Class. All indicating instruments shall have 96 mm sq dials.

The maximum demand ammeters shall be of the 6 Amp combined maximum demand registering and instantaneous indicating type having MISC movement and thermal demand indication with an integrating time lag of 15 minutes. The ammeter scales shall be direct reading with a full scale deflection corresponding to 120% of the rated primary current of the relevant current transformer. Each ammeter shall be clearly and indelibly marked to indicate the colour of the phase to which it is connected. Maximum demand ammeters must be installed on all incomer panels (1 per phase).

Voltmeters shall be of the direct reading moving iron suppressed zero type and shall be provided with a 7 position selector switch to select between line voltages, phase voltages and off position.



The running hour meters shall have cyclometer dials indicating up to 6 digits and shall not be MISC resettable.

**PE5.6 Information to be submitted by the successful tenderer in respect of all boards**

The contractor shall submit three paper prints of each of the following drawings, in respect of each of the boards to the Engineer for approval prior to manufacture:

- Outline and general arrangements drawings showing main overall dimensions and construction details;
- A wiring diagram; and
- A schematic line diagram.

**PE5.7 Testing of distribution/motor control boards at the manufacturer's works**

Each distribution/motor control board shall be subjected to the following tests in the manufacturer's works after manufacture:

- (a) A through inspection shall be carried out to ensure compliance with the specification and approved drawings and wiring diagrams and to ascertain that all connections are properly made.
- (b) A high voltage test on all primary connections to check the insulation between phases mutually and between each phase and earth.
- (c) The polarities and ratios of all potential and current transformers shall be checked.
- (d) Primary and secondary injection tests shall be carried out on all switching, protection, metering, interlocking and indication circuits.

The manufacturer shall submit three copies of test certificates giving details of conditions and results of tests carried out to the Engineer.

**PE5.8 Testing and Commissioning of Distribution/Motor Control Boards after installation on site**

After installation on site, but prior to commissioning, the following inspections and tests shall be performed on each distribution/motor control board:

- Check all components to ensure that they are free from dust and protective packing material;
- Check the operation of all components liable to damage in transit such as meters and protection relays;

- The insulation of all primary circuits between phases mutually and between each phase and earth shall be measured;
- All fuse links shall be checked for electrical continuity; and
- All control supplies shall be checked.

All adjustable protection devices shall then be set and the boards commissioned all in consultation with and to the instruction of the Engineer.

#### **PE5.9      Labelling Standards**

All equipment must be clearly marked with a unique number.

Markings must if possible always be installed in such a way that it can be read from left to right and from the bottom upwards.

Standard double terminals must be marked in the back row from left to right.

Double terminals used for analogues must be marked from left front to left back incrementing to the right.

All terminals must be marked in numerical sequence. No other markings are allowed except in the MCC panels where the control supply for the busbars are marked L and N.

All wiring must be marked according to the equipment they are connected to. This includes all screen wires.

Labelling as follows:

- Equipment – Black background (9mm wide) with white lettering (5mm).
- Wiring – Yellow background with black lettering.
- Cables – Yellow background with black lettering.

TENDER SPECIFICATION  
OF  
HIGHMAST LIGHT

## **"HI-LITE" HIGH MAST SPECIFICATION**

### **1. MASTS**

#### **1.1 Construction**

The masts shall be constructed by The suppliers from conical sections which, when assembled, will form a tapered column of *circular cross section*.

The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitably drilled for foundation bolts.

All welding shall comply with SANS 10225 1991-1 specifications. Welding Procedure Specification and shall only be carried out by coded welders, tested according to the AWS specification. Proof of the relevant Welding Procedure Specification and Welding Qualification documents must be submitted on request. Inspection and acceptance certificates shall be furnished on request.

The steel used in the manufacture of the mast shall have ***an ultimate tensile strength of between 460 and 680 MPa and identical to SABS 1431 grade 355WA steel.***

***Proof must be supplied that the manufacturer is ISO 9001:2008 accredited.***

#### **1.2 Dimensions**

The masts offered shall give an overall floodlight mounting height of 30 m.

The cross-section and wall thickness of the mast is determined on the basis of the working loads.

#### **1.3 Working Loads**

The masts shall be designed in accordance with the SANS 10225 1991-1 Code of Practice for the design and construction of lighting masts. The following site factors shall be considered:

|                     |   |   |
|---------------------|---|---|
| Site                | = | Towns/Villages in Ditsobotla Local municipality |
| Design wind speed   | = | 40m/s   |
| Category of terrain | = | 2.5   |
| Altitude of site    | = | 1200 m  |

The mast shall carry at its top **9 x 1000W HPS Floodlights Or 9 x 400w LED Flood Lights** evenly around its circumference as per supplier's specifications and approval by Ditsobotla Local Municipality. Data on wind induced oscillations and the dynamic behaviour of the

mast shall be submitted.

#### 1.4 **UV Protected fibre glass canopy**

Each mast shall have an UV protected fibre glass canopy that will cover all electrical material on top of the mast against UV light. This will be of the round design to match with the mast and reducing the wind load that is applied to the mast.

#### 1.5 **Raising and Lowering Device**

Each mast shall be equipped with a **three-point hoisting mechanism**, consisting of three 6mm diameter stainless steel wire ropes, running over three pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from Stainless steel and the bearing/ housing ate manufactured from UV protected UHDPE. All split pins, bolts, nuts and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings. **2 – Rope systems shall not be considered.**

The luminaire carriage shall be drawn against three inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and only "Talurit" type ferrules of compatible material shall be used. In addition, a safety chain shall be provided between the clevis plate and a structurally sound member of the mast base.

All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless steel split pins.

#### 1.6 **Hoisting Unit**

Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath winch of the Dymot /OM type.

The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also, be easily coupled, uncoupled and removable through the door opening provided at the base of the mast.

This shall be a **single drum worm gear type**, self sustaining at al loads and operating speeds, without the use of brakes and clutches. It shall have a gear ration of at least 50:1 and be suitable for both hand and power operation. The winch shall run in a fully enclosed oil bath.

The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically.

A test certificate, stating the safe working load of the winch and issued by a recognised testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

#### 1.7 **Hydraulic power tool**

A Hydraulic power tool is required to drive the single drum winch and must have the following specifications:

A 1.5Kilowatt single-phase electrical motor running at 1440 rpm. A Hydraulic motor with variable speed ranging between 214 rpm and 268 rpm with a pump delivery of 5.5 L/ min.

#### 1.8 **Access Opening**

An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool.

A doorframe shall reinforce the opening in the mast.

The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

#### 1.9 **Corrosion Protection**

All parts of the mast and raising and lowering device, not specified as manufactured from stainless steel, shall be hot dip galvanised in compliance with the requirements of SANS 121 (ISO 1461) 2000-1 and test certificates shall be provided if required.

No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanising.

#### 1.10 **Electrical Connection to the Luminaires**

A flexible, heavy-duty 5-core trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium, running on UHDPE shafts. The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.

The trailing cable shall be firmly connected to the luminaire carriage at its one end and to

the clevis plate at the other end. Suitable connectors of the CEE type with an IP44 rating shall be provided.

A fully enclosed IP30 distribution board or similar as per manufacturer's specifications shall be provided for mounting inside each mast, containing:

- 1 – 3 pole isolator (main switch)
- 3 – single pole MCB's (lights)
- 1 – single phase switched socket outlet for the use of a power tool
- 1 – 5 pin CEE socket
- 1 – adequately rated contactor
- 1 – single pole MCB acting as by-pass switch
- 1 – single pole MCB protecting the contactor
- 1 – rated photocell

The photocell of the National type shall be mounted 4m above ground level on the outside of the mast under a vandal proof cover by means of a special locking device.

A Splitterbox with IP65 rating or similar as per manufacturer's specifications shall be mounted on top of mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.

All circuit breakers and isolators shall have a rupturing capacity of 5 kA and shall bear the mark of the S.A.B.S. and shall be accessible through cut outs in the cover without having to remove the cover.

All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.

The distribution board shall be fully wired and ready for connection to the incoming supply cables.

## **2. FOUNDATIONS**

Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS 121 (ISO 1461) 2000-1. Two galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of 1.3 above. Calculations shall be submitted upon request.

A foundation plan, adequately designed for the conditions as per 1.3 of this specification, and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.

All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The

28 days cube strength of the concrete shall be 25 MPa.

All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.

One or two PVC, Class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.

After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

### **3. EARTHING OF MAST**

3.1 The Supplier's standard system consisting of 2 x 1.2m earth spikes, installed under foundation and connected to foundation bolts via 70mm<sup>2</sup> copper conductors with brass clamps.





**SHEILA HIGH MAST LIGHTING PROVISION**

**SEPTEMBER 2021**

**DRAWING REGISTER**

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