# REQUEST FOR PROPOSAL FOR

# BID NO:.07/10/2020

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## ISSUED BY:

**Umsobomvu Municipality**
**Private Bag X6**
**Colesberg**
**9795**

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**NAME OF TENDERER:……..**

**CONTACT PERSON:……..**

**POSTAL ADDRESS: ……..**

**TEL NO:……. FAX NO……**

**BIDDERS AMOUNT……(Vat Inc.)**

**BID CLOSING DATE: MONDAY, 19th FEBRUARY 2021 AT 12:00 NOON**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

## REQUEST FOR PROPOSAL:

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## GENERAL TENDER INFORMATION

| | | |
|---|---|---|
| **TENDER ADVERTISED** | : | 22 JANUARY 2020 |
| **CLOSING DATE** | : | 19 FEBRUARY 2021 |
| **CLOSING TIME** | : | 12:00 |
| **CLOSING VENUE** | : | Umsobomvu Municipality<br>21A Church Street<br>COLESBERG<br>9795 |
| **TENDER BOX** | : | Umsobomvu Municipality<br>21A Church Street<br>COLESBERG<br>9795<br><br>Insert the sealed, correctly marked envelopes containing the Tender Document (which includes the Form of Offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the Tender box. |

**UMSOBOMVU MUNICIPALITY**

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# CONTENTS


| Number | Heading |
|---|---|
| **The Tender** | |
| **Part T1: Tendering Procedures** | |
| T1.1 | Tender Notice and Invitation to Tender |
| T1.2 | Tender Data |
| **Part T2: Returnable Documents** | |
| T2.1 | List of Returnable Documents |
| T2.2 | Returnable Schedules |
| **The Contract** | |
| **Part C1: Agreement and Contract Data** | |
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data |
| C1.3 | Performance Guarantee |
| | Occupational Health and Safety Agreement |
| **Part C2: Pricing Data** | |
| C2.1 | Pricing Instructions |
| C2.2 | Activity Schedule |
| **Part C3: Scope of Work** | |
| C3.1 | Scope of Work |
| **Part C4: Site Information** | |
| C4.1 | Site Information |

**UMSOBOMVU MUNICIPALITY**

**BID NO. 07/10/2020**

**REQUEST FOR PROPOSAL:**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# Part T1: Tendering Procedure


| | PAGE |
|---|---|
| T1.1 Tender Notice and Invitation to Tender | 6 - 7 |
| T1.2 Tender Data | 8 - 21 |

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

## T1.1 Tender Notice and Invitation to Tender

The **Umsobomvu Local Municipality** hereby invites professional service providers for provision of turnkey services for design and installation of electrical related service.
It is estimated that tenderers should have a minimum CIDB contract grading designation of **2CPPE, 3EP** of the turn key implementing partner.

Detailed proposal document will be available at the Umsobomvu Local Municipality, website on the municipal web-site: www.umsobomvumun.co.za. as from 22st January 2021.

Queries relating to this advert may be addressed directly to Messrs. T. Mthimkulu Tel No. 051 753 0777, email: tmthimkulu@umsobomvumun.co.za or Mr. S. Nkcithiso: 051 – 753 0777, email: simphiwe@umsobomvumun.co.za

Kindly note that there will not be a site briefing in line with covid-19 regulations. Geo Coordinates are provided to enable service providers to visit the site on their own for site investigation: **30°37'41.0"S**; **25°27'03.8"E**

The closing date for receipts of tenders is **Friday 19th February 2021**. Sealed tenders, endorsed with the corresponding notice number and description, **ELECTRIFICATION OF EZIMBACWENI, NORVALSPONT: TENDER No. 07/10/2020,** must be placed in the tender box at the office of Umsobomvu Municipality in Colesberg. Postal delivery to reach Umsobomvu Municipality, Private Bag X6, Colesberg, 9795, not later than **12:00** on **Friday 19th February 2021**. Telegraphic, telephonic, facsimile, e-mailed and late tenders will not be accepted.

The following tender conditions, and including requirement listed on the tender data apply.

Tenderers must supply with their tender a valid Tax Clearance certificate

All tenders' rates should hold good for 90 days from closing date.

Tenderers must submit a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or service provider i.r.o. payments which is overdue more than 90 days.

Audited financial statements must be submitted with the tender covering at least three previous financial years.

The tenderer must supply any particulars of contracts awarded by an organ of state for the past 5 years including particulars of any material non-compliance or disputes concerning the execution of such a contract.

Statement of goods or services sourced from outside the RSA, and if so what portion and whether any portion of payment from the municipality is expected to be transferred out of the RSA.

All tenders must provide Central Supplier Database (CSD) registration certificates with compliant status of not older than 30 days on date of submission.

Bidders must ensure to complete all MBD forms and other listed forms on the tender document.

Tenderers must have certified evidence of BBBEE status issued by SANAS, IRBA or SANAS accredited agents. The Municipality does not bind itself to accept the lowest or any tender, if:

a) The tender amounts received are too high;
b) The tenders do not comply with specific tender goals,
c) Objective criteria exist which justify or necessitate the non-acceptance of any tenders

- bids will be adjudicated and awarded in terms of the Umsobomvu Supply Chain Management Policy, the Preferential Policy Framework Act 2000 (Act No. 5 of 2000) and the regulations promulgated in terms of this Act and on the following criteria: Price = 80 points. BBBEE contribution level = 20 points.

Bids who score less than 70% for Functionality, will be deemed to be non-responsive and shall not be evaluated any further.

Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

Mr AC Mpela (Municipal Manager) Notice No. 50/2020

Umsobomvu Local Municipality
Private Bag X6
**COLESBERG**
9795

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

## T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender.*

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

| Clause number | Tender Data |
|---|---|
| 3.1 | The "Employer" is "Umsobomvu Municipality"<br>The Employer's domicilium citandi et executandi (permanent physical business address) is: Umsombovu Municipality, Church street, Colesburg<br><br>The Employer's address for communication relating to this project is:<br>Private Bag X6, Colesberg, 9795 |
| 3.2 | The tender documents issued by the employer comprise the following documents:<br><br>**THE TENDER**<br><br>**Part T1: Tendering procedures**<br>T1.1 - Tender notice and invitation to tender<br>T1.2 - Tender data<br>T1.3 - Standard and Particular conditions to tender<br>**Part T2: Returnable documents**<br>T2.1 - List of returnable documents<br>T2.2 - Returnable schedules<br><br>**THE CONTRACT**<br><br>**Part C1: Agreements and Contract data**<br>C1.1 - Form of offer and acceptance<br>C1.2 - Contract data<br>C1.3 - Performance Bond<br>C1.4 - Agreement in terms of Occupational Health and Safety<br>**Part C2: Pricing data**<br>C2.1 - Pricing assumptions<br>C2.2 - Bill of Quantities<br>**Part C3: Scope of work**<br>C3.1 - Description of the Works<br>C3.2 - List of Drawings<br>C3.3 - Procurement<br>C3.4 - Construction<br>C3.5 - International, National and Polokwane Municipality Standards<br>C3.6 - Health and Safety Specifications<br>C3.7 - Environmental Management during Construction<br>C3.8 - Management of the Works<br>**Part C4: Site information** |
| 3.4 | The language for communications is English |
| 3.6 | The competitive negotiation procedure shall not be applied. |

| | |
|---|---|
| 3.6 | Option 1 of the proposal procedure using the two stage-system shall be applied. |
| 4.1 | Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: |
| 4.1 | Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2CPPE, 3EP or higher class of construction work, are eligible to have their tenders evaluated.<br><br>Joint ventures are eligible to submit tenders provided that:<br><br>1. every member of the joint venture is registered with the CIDB;<br><br>2. the lead partner has a contractor grading designation in the 5EPPE or higher class of construction work; and<br><br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CPPE, 3EP or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. |
| 4.2 | The employer will not compensate the tenderer for any costs incurred in the preparation and submission of this tender offer. |
| 4.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.<br><br>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. |
| 4.10 | Tenderers are required to state the rates and currencies in ZAR |
| 4.12 | Main tender offers are not required to be submitted together with alternative tenders. |
| 4.13.1 | Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy. |
| 4.13.5<br>4.15 | The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:<br><br>**Location of tender box:** Umsobomvu Local Municipality in Colesberg<br>**Physical address:** Church Street, Colesburg<br>**Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender |
| 4.13.4 | The tenderer is required to submit with his tender the following certificates including those listed in the returnable documents: (Bidders that fail to submit documents as compulsory will be disqualified while for non-compulsory documents, marks will be deducted for failure to submit them)<br><br>1) an original Tax Clearance Certificate issued by the South African Revenue Services;<br>2) COIDA<br>3) Copy of company registration certificate (CK) – Compulsory<br>4) Original certified copy of valid BBBEE Certificate<br>5) Copy of current municipal account (not older than 30 days ) – copy of Lease Agreement – Compulsory<br>6) CSD summary report – Compulsory<br>7) Certified Copy of Professional Indemnity Insurance- Compulsory<br>8) Certified copy of CIDB Certificate |
| 4.13.5 | A two-envelope procedure is required. |
| 4.13.5 | The "ORIGINAL" and "COPY" are to be submitted as separate packages. |
| 4.13.6 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |

| | |
|---|---|
| 4.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| 4.16 | The tender offer validity period is 90 days. |
| 4.20 | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document |
| 5.1 | The Employer will respond to requests for clarification received up to 5 working days before the tender closing time. |
| 5.2 | The employer shall issue addenda until 5 working days before tender closing time. |
| 5.4 | Kindly note tenders will not be opened in public due to covid-19, however a register of submitted bid pricess will be circulated to emails provided on tender submissions. |
| 5.11.1 | The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. |
| 5.11.5 | The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)<br>The total number of tender evaluation points ($T_{EV}$) shall be determined in accordance with the following formula.<br>$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$<br>where $f_1$ and $f_2$ are fractions, $f_1$ equals 1 minus $f_2$ and $f_2$ equals 0.8<br>$N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula<br>$A = (1 - (\frac{P - Pm}{Pm}))$<br>and $W_1$ equals:<br>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or<br>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000<br>$N_P$ is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule<br>$N_Q$ is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.<br>Up to 100 minus $W_1$ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. |

<table>
<tr><td>5.11.9</td><td>The quality criteria and maximum score in respect of each of the criteria are as follows:
<table>
<tr><th>QUALITY CRITERIA</th><th>SUB CRITERIA</th><th>MAXIMUM NUMBER OF POINTS</th></tr>
<tr><td>A</td><td>Company/ Entity’s experience in Electrical Engineering Work. Score will be based on successfully executed and completed electrification projects over the last five years of which details are provided on Form T2.1 E</td><td>20</td></tr>
<tr><td>B</td><td>Company relevant experience specifically for electrical reticulation and projects.</td><td>30</td></tr>
<tr><td>C</td><td>Plant and Equipment necessary for construction</td><td>10</td></tr>
<tr><td>D</td><td>Experience of the Site Agent/Key Personnel</td><td>15</td></tr>
<tr><td>E</td><td>Specification Knowledge</td><td>15</td></tr>
<tr><td>F</td><td>Financial Status</td><td>10</td></tr>
<tr><td></td><td>TOTAL</td><td>100</td></tr>
</table>
Quality shall be scored by not less than three evaluators in accordance with the following schedule:<br>
▪ Evaluation Schedule 1<br>
The minimum number of evaluation points for quality is 60</td></tr>
<tr><td>5.13</td><td>Tender offers will only be accepted if:<br>
a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see https://secure.csd.gov.za/ ) unless it is a foreign supplier with no local registered entity<br>
b) the tenderer is in good standing with SARS according to the Central Supplier Database;<br>
c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document<br>
d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;<br>
e) the tenderer or any of its directors/shareholders 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;<br>
f) the tenderer has not:<br>
i) abused the Employer’s Supply Chain Management System; or<br>
ii) failed to perform on any previous contract and has been given a written notice to this effect;<br><br>
f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;<br>
g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;<br>
h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</td></tr>
<tr><td>5.17</td><td>The number of paper copies of the signed contract to be provided by the employer is one.</td></tr>
</table>

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## T2.1 List of Returnable Documents

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

## T.2.1 List of returnable documents

**1 Documentation to demonstrate eligibility to have tenders evaluated**

- Proof of registration with CIDB
- Proof of registrations on the Central Supplier Database (CSD) for the South African Government
- Letter of intent from an approved Insurer for performance bond as in Part C1.3 of this procurement document
- SARS tax clearance certificate
- Certified copy of COID certificate

**Note:** Failure to provide these documents will result in the tender not being evaluated

**2 Returnable Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Certificate of Attendance
- Authority of Signatory
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Annual Financial Statements Declaration
- Complete Forms 2.2.1 to 2.2.4
- Complete Forms 2.2.5 to 2.2. For Functionality
- Evaluation schedule 1:

**3 Other documents required for tender evaluation purposes**

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

**4 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract**

The tenderer must complete the following returnable documents:

- **Contractor's Health and Safety Declaration**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## T.2.1 List of returnable documents

### 1 Documentation to demonstrate eligibility to have tenders evaluated

- Proof of registration with CIDB
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- Letter of intent from an approved Insurer for performance bond as in Part C1.3 of this procurement document
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**Note:** Failure to provide these documents will result in the tender not being evaluated

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## Proof of Registration with the CIDB

The tenderer is to affix to this page a certified copy of the CIDB Registration Certificate, reflecting Contractor Grading Designation and the Electrical Engineering Class of Electrical Works.

Failure to affix such documentation as described above shall result in this tender not being further considered for the award of the contract.

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**Proof of registrations on the Central Supplier Database (CSD) for the South African Government**

Failure to affix such documentation as described above shall result in this tender not being further considered for the award of the contract.

## Letter of intent from an approved Insurer for performance bond as in Part C1.3 of this procurement document

Failure to affix such documentation as described above shall result in this tender not being further considered for the award of the contract.

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## SARS tax clearance certificate

The tenderer is to affix to this page a valid Tax Clearance Certificate not older than 2 months prior to Bid closing

Failure to affix such documentation as described above shall result in this tender not being further considered for the award of the contract.

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

# RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

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

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

Tenderer .....

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|---|---|---|
| | | |

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

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

*Tenderer* .....

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# CERTIFICATE OF ATTENDANCE AT THE CLARIFICATION MEETING

## PROVISION OF TURNKEY SERVICES FOR DESIGN AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI – NORVALSPONT)

This is to certify that (Name) ..... ……

representative of (Tenderer)……...

……

……

of (Address) ……

……

Telephone number:……

Fax number ……

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

TENDERER'S REPRESENTATIVE: .....
***(Signature)***

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

**Name:** **……**

**Capacity:** **……**

**Signature** **……**

**Date and Time:……...**

**UMSOBOMVU MUNICIPALITY**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# AUTHORITY FOR SIGNATORY

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

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

**A. Certificate for Company**

I, ……....., chairperson

of the board of ……

hereby confirm that by resolution of the board (copy attached) taken on

…… 20….. , Mr/Ms …….…….

acting in the capacity of …… ,was authorised to sign all documents in connection with this tender for Contract No: _____ and any contract resulting from it on behalf of the company.

**As witnesses:**

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

**B. 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 this tender for

Contract No: _____ and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

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

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby

authorise Mr/Ms …….....……, authorised signatory of the company

……, acting in the capacity of lead

partner, to sign all documents in connection with this tender for Contract No. _____ 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 Name and Capacity | Authorising Signature |
|---|---|---|---|
| Lead Partner: | | | |
| | | | |
| | | | |

***Note: The Power of Attorney to be attached to this Section.***

**D. Certificate for Sole Proprietor**

I, ……....., hereby confirm that I am

the sole owner of the business trading as ……...

**As witnesses:**

1. …….. Sole Owner: ……..
2. …….. Date: ……...

**E. Certificate for Close Corporation**

I / We, the undersigned, being the key members in the business trading as

……..……..…….....……,hereby authorise Mr/Ms

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

| Name | Address | Signature | Date |
|---|---|---|---|
| | | | |
| | | | |

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

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# COMPULSORY DECLARATION

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

**Section 1**: **Enterprise Details**

| | |
|---|---|
| **Name of enterprise:** | |
| **Contact person:** | |
| **Email:** | |
| **Telephone:** | |
| **Cell no** | |
| **Fax:** | |
| **Physical address** | |
| **Postal address** | |

**Section 2: Particulars of companies and close corporations**

| | |
|---|---|
| **Company / Close Corporation registration number** | |

**Section 3: SARS Information**

| | |
|---|---|
| **Tax reference number** | |
| **VAT registration number:** | *State Not Registered if not registered for VAT* |

**Section 4: CIDB registration number**

| | |
|---|---|
| **CIDB Registration number** *(if applicable)* | |

**Section 5: National Treasury Central Supplier Database**

| | |
|---|---|
| **Supplier number** | |
| **Unique registration reference number** | |

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

| Full name of principal | Identity number | Personal tax reference number |
|---|---|---|
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

| **Name of principal** | **Name of institution, public office, board or organ of state and position held** | **Status of service** *(tick appropriate column)* | |
|---|---|---|---|
| | | **Current** | **Within last 12 months** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member**: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

| **Name of family member** | **Name of institution, public office, board or organ of state and position held** | **Status of service (tick appropriate column)** | |
|---|---|---|---|
| | | **Current** | **Within last 12 months** |

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name ---------- Date ----------

Position ----------

*Enterprise name* ----------

---

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member

in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

- NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## 4.3.1. Preferencing schedule: Broad Based Black Economic Empowerment Status

**Preamble**

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "*Every organ of state and public entity must take into account and. as far as is reasonably possible. apply any* ***relevant code of good practice*** *issued in terms of this Act in developing and implementing a preferential procurement policy:"*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

**1 Conditions associated with the granting of preferences**

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

**2 Sufficient evidence of qualification**

**2.1 Exempted micro enterprises**

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.

b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazzettes/Affidavit_EME.pdf

**2.2 Enterprises other than micro exempted enterprises**

Sufficient evidence of B-BBEE Status is:

a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.

b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazzettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

**1. 3 Tender preferences claimed**

The scoring shall be as follows:

| B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment | % max points for preference |
|---|---|
| Form not completed or no-complaint contributor | 0 |
| Level 8 contributor | 10 |
| Level 7 contributor | 20 |
| Level 6 contributor | 30 |
| Level 5 contributor | 40 |
| Level 4 contributor | 50 |
| Level 3 contributor | 80 |
| Level 2 or contributor | 90 |
| Level 1 contributor | 100 |

**4 Declaration**

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code *(tick applicable box)*

☐ Generic code of good practice

☐ Other – specify . . . . . .

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature : .....

Name : .....

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

Telephone : .....

Fax: ..... Date : .....

Name of witness . . . . . Signature of witness . . . . . .

**Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference

2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## 4.3.2. MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

a) consultancy services are required; and

b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

**Section 1: Enterprise Details**

| | |
|---|---|
| **Name of enterprise:** | |
| **Contact person:** | |
| **Email:** | |
| **Telephone:** | |
| **Cell no** | |
| **Fax:** | |
| **Physical address** | |
| **Postal address** | |

**Section 2: Declaration for consultancy services:**

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

| **Name of organ of state** | **Estimated number of contracts** | **Nature of service, e,g, quantity surveying** | **Service similar to required service (yes / no) ?** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach separate page as necessary

**Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT**

I / we certify that

1) *(tick one of the boxes):*

☐ the enterprise **is not** required by law to prepare annual financial statements for auditing

☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(ie: all municipal accounts are paid up to date)*;

3) source of goods and / or services :

*(tick one of the boxes and insert percentages if applicable):*

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is ☐

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

| **Name of organ of state** | **Estimated number of contracts** | **Nature of contracts** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## ANNUAL FINANCIAL STATEMENTS DECLARATION

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

1) The enterprise's financial year end is . . . . . .....

2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable

3) The enterprise has compiled its financial accounts [tick one box]:

**2.** ☐ internally ☐ independently

**3.**

4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor . . . . . .

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer . . . . . .

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

*[Attach the income statement and the balance sheet contained in the financial statement]*

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

*Tenderer* ----------

## UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

### Form 2.2.1: Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last three (3) to five (5) civil engineering contracts of a similar nature awarded to him. This information will be considered for awarding the Contract.

| **EMPLOYER** (Name, Tel No and Fax No) | **CONSULTING ENGINEER** (Name, Tel No and Fax No) | **NATURE OF WORK** | **VALUE OF WORK** | **YEAR OF COMPLETION** |
|---|---|---|---|---|
| | | | | |

SIGNATURE: .....……..... DATE: .....
***(of person authorised to sign on behalf of the Tenderer)***

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## 4.3.3. Form 2.2.2: Proposed Key Personnel

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

| LOCATION | DESIGNATION | NAME AND NATIONALITY OF:<br>(i) NOMINEE<br>(ii) ALTERNATE | SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION |
|---|---|---|---|
| **HEADQUARTERS** | Partner/director | | |
| | Project manager | | |
| | Other key staff (give designation) | | |
| **SITE OFFICE** | **Site Agent** | **Nominee:**<br><br>**Alternate:** | |
| | **Site Engineer** | **Nominee:**<br><br>**Alternate:** | |
| | **Construction Supervisor (Give Designation)** | **Nominee:**<br><br>**Alternate:** | |
| | **Other Key Staff (Give Designation)** | **Nominee:**<br><br>**Alternate:** | |
| **TOTALS** | | | |

**SIGNATURE: .....** **DATE: ….....**
***(of person authorised to sign on behalf of the Tenderer)***

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## Form 2.2.3: Schedule of Construction Plant & Equipment

The following are lists of major Construction Plant and Equipment that I / We presently own or Lease and will have available for this contract if my / our tender is accepted.

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

| DESCRIPTION *(type, size, capacity etc)* | QUANTITY | YEAR OF MANUFACTURE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

***Attach additional pages if more space is required***

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

| DESCRIPTION *(type, size, capacity etc)* | QUANTITY | HOW ACQUIRED | |
|---|---|---|---|
| | | HIRE/ BUY | SOURCE |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

***Attach additional pages if more space is required***

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

SIGNATURE: .....……..... DATE: .....

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

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## Form 2.2.4: Schedule of Proposed Sub-Contractors

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

**Please Note:** If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a Sub-Contractor not listed below is approved by the Employer.

In the event that the tender offer is accepted by the Employer, all the proposed Sub-Contractors must be engaged during the implementation of the project. The tenderer does not have the right to change the proposed Sub-Contractors without written approval of the Employer.

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**SIGNATURE: .....……...DATE: ….....**

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

# TENDER EVALUATION SCHEDULE 1:

1. Invalid Tenders

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

1.1.1 If the tender is not sealed;

1.1.2 the tender is not submitted on the official Tender Offer;

1.1.3 if the tender is not completed in non-erasable ink;

1.1.4 If the Tender Offer and/or Form of Offer and Acceptance has not been signed;

1.1.5 If the Tender Offer and/or Form of Offer and Acceptance is signed, but the name of the tenderer is not stated, or is indecipherable; or

1.2.0 **Non-Responsive Tenders**

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

2.2.1 The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector.

1.2.2 The tenderer has been listed on the Umsobomvu Local Municipality Register of Tender and Contract Defaulters, as contemplated in the Umsobomvu Local Municipality Policy.

1.2.3 The tender does not comply with the general conditions as set out in the Umsobomvu Municipality.

1.2.4 The tenderer has not adhered to the instructions as per the Price Schedule

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

1.2.6 The tenderer has failed to complete and/or sign the required declarations and/or authorisations.

**1.3.0 Disqualified Tenders**

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

1.3.1 Comply with one or more of the provisions contained in the Instruction to Tenderers;

1.3.2 Comply with any other terms and conditions of the tender documentation after being called

upon to do so;

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

**2.4.0 Evaluation of Tenders**

2.4.1 All tenders received shall be evaluated in accordance with the Umsobomvu Local Municipality Supply Chain Management Regulations and the Preferential Procurement Policy Framework Act 5 of 2000 (read with it's accompanying regulations).

2.4.2 For the purpose of scoring the financial offer, a fictitious project based will be conducted for simulating work that will be undertaken during the contract period. Quantities will be assigned to the applicable items in the Pricing Schedule to arrive at a total amount. This total amount shall constitute the tender sum to be used in the price formula, scoring the financial offer. A risk assessment will also be done by determining the benchmark costs for the Project based on the fictitious Project. The evaluation price **will be based on a minimum costing**.

**2.5 Evaluation of Preference points**

Points will be allocated in accordance to the B-BBEE Scoreboard below:

| B-BBEE LEVEL OF CONTRIBUTOR | NO OF POINTS |
|---|---|
| **1** | **20** |
| **2** | **18** |
| **3** | **14** |
| **4** | **10** |
| **5** | **8** |
| **6** | **6** |
| **7** | **4** |
| **8** | **2** |
| **Non-Compliant** | **0** |

The Tenders will be evaluated in accordance with the 80/20 Preference Point system where a maximum of 80 points will be awarded for price and 20 points for BEE status.

**2.5.1 Classes of Contract**

The following preference point system is applicable:

**2.5.2 The points for this Tender are allocated as follows:**

Price - 80 Points
BEE - 20 Points
---
100 Points

**2.5.4. FUNCTIONALITY**

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

| Item | Criterion | Weighting |
|---|---|---|
| **A** | Company/ Entity's experience in Electrical Engineering Work. Score will be based on successfully executed and completed electrification projects over the last five years of which details are provided on Form T2.1 E | **20** |
| **B** | Company relevant experience specifically for electrical reticulation and projects | **30** |
| **C** | Plant and Equipment necessary for construction | **10** |
| **D** | Experience of the Site Agent/Key Personnel | **15** |
| **E** | Specification Knowledge | **15** |
| **F** | Financial Status | **10** |
| | **TOTAL** | **100** |

**NB!**

**The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.**

**Tenderers to submit required information as stated below. Non submission will result in loss of points.**

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of **60** points will then be evaluated in terms 80/20 preference point system

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

### A) COMPANY RELEVANT COMPANY EXPERIENCE

| No | Target Goals | Maximum Points (20) | Points Claimed |
|---|---|---|---|
| 1 | Tenderer scores zero (0) points where no information regarding the company`s relevant past experience indicated. | **0** | |
| 2 | Tenderer scores 15 points where information regarding the company`s relevant experience is provided | 15 | |
| 3 | Tenderer scores 20 points where information regarding the company`s relevant experience is indicated, copies of completion certificates.(relevant project list with appointment letter/s) | 20 | |

**Note:**

Points are allocated not based on the number of relevant project but confirmation of the mentioned criteria

- No 2 –company relevant experience with a minimum three appointments. Amounting to R 4.0 million. Attach certified copies
- No 3 – company relevant experience with a minimum three appointments and also three completion certificates. Amounting to R4.0 million+. Attach copies.

**A.** Value Of Relevant Projects Completed

| No | Target Goals | Maximum Points (20) | Points Claimed |
|---|---|---|---|
| 1 | Tenderer score zero points where information is not provided | 0 | |
| 2 | Tenderer score 20 points where a value of completed project/s are more > R 2 000 000 < R 4000,000 and appointment letter as well as well as completion certificates are attached. | 20 | |
| 3 | Tenderer score 25 points where a value of 2 or more completed projects are more > R4, 000,000< R6.500,000 and appointment letter as well as well as completion certificates are attached. | 25 | |
| 4 | Tenderer score 30 points where a value of 3 or more completed projects are more > R6.500 000 and above and appointment letter as well as well as completion certificates are attached. | 30 | |

Note: referees provided, to be contactable to confirm the value and the completion certificates provided.

All copies must be certified, the certification must not be older than 3 months of the closing date.

## B. PLANT AND EQUIPMENT NECESSARY FOR CONSTRUCTION

| No | Target Goals | Maximum Points 10 | Points Claimed |
|---|---|---|---|
| **1** | Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated | **0** | |
| **2** | Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available. | **5** | |
| **3** | Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership. | **10** | |

**Note: points will be allocated as described below.**

| Required Plant | No. Of Minimum plant required |
|---|---|
| TLB | **1** |
| Crane Truck | **3** |
| Cherry Picker | **4** |
| LDVs | **2** |
| **Total Points** | **10** |

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

### (C) EXPERIENCE OF SITE AGENT/KEY PERSONNEL (15 POINTS)

| No | Targeted Goal (CVs Compulsory) | Allocated points by Municipality |
|---|---|---|
| 1 | Site Agent/Key Staff experience in Labour intensive Construction during past 5 years<br>• Involved in 1-2 projects=2<br>• Involved in 3 projects and above=5<br>• (Contactable Reference/s Compulsory) | 5 |
| 2 | Site Agent/Key Staff experience in electrification projects during past 5 years<br>• Involved in 1-2 projects=2<br>• Involved in 3 projects and above=5<br>• (Contactable Reference/s Compulsory) | 5 |
| 3 | Site Agent/Key Staff experience in electrification projects and labour-intensive construction during past 5 years<br>• Involved in 1-2 projects=2<br>• Involved in 3 projects and above=5<br>• (Contactable Reference/s Compulsory) | 5 |
| | **Sub Total : Experience of Key Personnel** | 15 |

**N.B: Tenderers to submit curriculum vitae & certificates of site agent and curriculum vitae of the company. None submission will result in loss of points.**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

### (D) SPECIFIC KNOWLEDGE (15 POINTS)

| | Targeted Goal | Tendered Goal | Allocated points by Municipality |
|---|---|---|---|
| 1 | Site Agent trained in Labour intensive construction methods at least NQF level 2 | 10 | |
| 2 | Key Staff trained as OHS Representa-tive and in Labour intensive construction methods at least NQF level 2 | 15 | |
| | **Sub Total : Specific Knowledge** | **25** | |

**N.B: Tenderers to submit certificates & proof of registration for the course completed. Non submission will result in loss of points.**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## C. FINANCIAL STATUS

Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.

| Bank Rating | Points | Points Claimed |
|---|---|---|
| Bank Rating = F to G | **0** | |
| Bank Rating = E | **2** | |
| Bank Rating = D | **4** | |
| Bank Rating = C | **6** | |
| Bank Rating = B | **8** | |
| Bank Rating = A | **10** | |

**NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)**

Minimum Required Score for functionality is: **60 points**

**Note:** A bidder/s that scores less than **60** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

**FOR BBBEE EVALUATION: Kindly attach BBBEE certificate.**

Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating BIDs and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder

Final Proposal will be evaluated on the basis of the PPPFA 80/20-point system as presented in the Preferential Procurement Regulations 2017.

The 80/20-point system will be as follows:

| **Price Assessment** | **80 Points** |
|---|---|
| TOTAL | 80 |
| | |
| **Preferential Elements** | **20 Points** |
| B-BBEE Status Level of Contributor | Number of Points (80/20 system) |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.
- A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- Public entities and tertiary institutions must also submit B-BBEE Status Level Level

**Award of contract to bids not scoring the highest number of points**

(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.

(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defendable in a court of law.

**Evaluation of bids that scored equal points**

(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.

(b) If two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality.

In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

The points obtained for Functionality must be at least **60** out of a maximum of 100. Tenders who obtain less than 60 points will be declared non – responsive in terms of 1.2.5 above.

**Note:** Please ensure that all relevant information has been submitted with your tender submission to ensure optimal scoring of Functionality points.

## 3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end.
- A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993).

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**Suitable annual financial statements for the preceding financial year within 12 months of the financial year end**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

## RETURNABLE SCHEDULES THAT WILL BE USED FOR TENDER EVALUATION PURPOSES AND BE INCORPORATED INTO THE CONTRACT

The tenderer must complete the following returnable documents:

- **Contractor's Health and Safety Declaration**

# UMSOBOMVU MUNICIPALITY

**TENDER NO. 07/10/2020**

# PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**RETURNABLE SCHEDULES THAT WILL USED FOR TENDER EVALUATION PURPOSES AND BE INCOPORATED INTO THE CONTRACT**

## FORM 2.3.1: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... ***Yes / No**

   (***** = *delete whatever is not applicable*)

4. Details of resources I propose:

   *(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHS Regulations, as applicable to this contract)*

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

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|---|---|
| | |
| | |

| | |
|---|---|
| | |

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

(i) By whom will training be provided?
.....

(ii) When will training be undertaken?
.....

(iii) List the positions to be filled by persons to be trained or hired:
.....

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor: ..

.....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Court of Law in terms of the said Regulations for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....DATE: .....…….....

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

**UMSOBOMVU MUNICIPALITY**

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# Part C2: Pricing Data


| | PAGE |
|---|---|
| C2.1 Pricing Instruction | 52 - 53 |
| C2.2 Activity Schedule | 54 - 57 |

## C2: PRICING DATA

### C2.1: Pricing Instructions

**Detailed**

(a) For the purposes of this bill 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.

Month: No of months over which items shall be claimable as per and pursuant to the Contract.

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 bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

(b) This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

(c) The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill 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 bill of quantities and the quantities finally certified for payment.

(d) 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 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 bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

(e) 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 bill of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appears 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.

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.

(f) 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 the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise, 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.

(g) The amount of work or the quantities of material stated in the bill 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.

(h) The statement of quantities of material or the amount of work in the bill 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.

(i) The short descriptions of the payment items in the bill 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.

(j) The provisions of the general conditions of contract shall apply to provisional sums and prime cost sums.

(k) The rates and lump sums filled in by the tenderer in the bill 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 bill 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 bill 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.

(l) A tender may be rejected if the unit rates or lump sums for some of the items in the bill 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.

(m) The units of measurement indicated in the bill of quantities are metric units, The following abbreviations are used in the bill of quantities:

| | | |
|---|---|---|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| $m^2$ | = | square metre |
| $m^2$-pass | = | square metre pass |
| ha | = | hectare |
| No | = | number |
| % | = | per cent |
| kW | = | kilowatt |
| Kn | = | kilonewton |
| PC sum | = | prime cost sum |
| Prov sum | = | provisional sum |

(n) All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

(o) The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter P refer to payment items described under part C of the project specifications, those with PS to payment items described under part C, and so on for further parts of the project specifications.

(p). Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

(q) Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated is to be constructed using labour intensive methods only.

The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract.

The letters marked with LI are not necessarily an exhaustive list of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed using 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 work so constructed will not be certified for payment.

All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## C2.2 Bill of Quantities / Schedule of Quantities


| | Page |
|---|---|
| BILL OF QUANTITIES | 34 - 49 |
| TENDER SUMMARY | 49 |

## BILL 1 - PRELIMINARY & GENERAL

| ITEM NO. | DESCRIPTION | UNIT | QTY | RATE | TOTAL |
|---|---|---|---|---|---|
| 1 | | | | | |
| 1.1 | Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management. | Sum | 1 | | |
| 1.2 | Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and Facilities for Contractor : | | | | |
| | **Facilities for Contractor :** | | | | |
| | a) Offices & storage sheds | Sum | 1 | | |
| | b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities. | Sum | 1 | | |
| | c) Ablution & latrine facilities | Sum | 1 | | |
| | d) Tools & equipment | Sum | 1 | | |
| | e) Water supplies, electric power & communications | Sum | 1 | | |
| 1.3 | Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager. | Sum | 1 | | |
| 1.4 | Provision of "As Built" drawings. | Sum | 1 | | |
| 1.5 | **Construction Name Board** The Contractor to procure and install Construction board as per drawing No……. Contractor to maintain same for the duration of the contract | Sum | 1 | | |
| 1.6 | Provision of samples of materials to be used. | Sum | 1 | | |
| 1.7 | Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works. | Sum | 1 | | |
| - | **Occupational Health & Safety Requirements** | | | | |
| 1.8 | Provision for Legal and Contractual Compliance. | Sum | 1 | | |

| | | | | | |
|---|---|---|---|---|---|
| 1.9 | Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors. | Sum | 1 | | |
| 1.10 | Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc. | Sum | 1 | | |
| 1.11 | Compliance with OH&S Act & Construction Regulations. | Sum | 1 | | |
| - | **Compliance with the Requirements for the Expanded Public Works Programme**<br>Note: The reports are to be submitted with the contractors monthly invoice. | | | | |
| 1.12 | Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports). | Sum | 1 | | |
| | | | | | |
| | **Time Related Items (To maintain site for the duration of the project)** | | | | |
| 1.13 | Operate and Maintain Facilities on Site | | | | |
| | Facilities for Contractor: | | | | |
| | a) Offices & storage sheds | Month | 4 | | |
| | b) Ablution & latrine facilities | Month | 4 | | |
| | c) Tools & equipment | Month | 4 | | |
| | d) Water supplies, electric power & communications | Month | 4 | | |
| | e) Safety related items | Month | 4 | | |
| 1.14 | Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified. | Month | 4 | | |
| 1.15 | Contract management and full time supervision of the works | Month | 4 | | |
| 1.16 | Community Liaison Officer conversant in local languages and local cultural norms | Month | 4 | | |
| 1.17 | **Security**<br>Contractor shall provide security guard/s to ensure the site including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day. | Month | 4 | | |
| | | | | **TOTAL** | |

## BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC

| Item | Description | Detail Reference | Unit | Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | **Transformers** | | | | | | |
| | **Install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure. (Deliver to site and Installation Only)**<br>Supply and Install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure.<br>Transformer 50kVA, Three Phase to include pole mounted 4 way Kiosks (IP65) with LV MCCBs as required and accessories | DDT 3021 | No | 1 | | | |
| | **Medium Voltage Surge Arrestors** | | | | | | |
| | Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer. | | | | | | |
| 2.8 | 12kV Surge Arrestor | DDT 3100 | No | 8 | | | |
| | **Medium Voltage Sectionalizes and Links** | | | | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | **Supply and install link isolators as detailed including the installation of crossarm brackets and the termination of conductors and including the drilling of holes in wooden poles as required. (Deliver to site and Installation Only)** | | | | | | |
| 2.9 | Set of 200A, 11kV isolators (Three phase) | DDT 1848 | Set | 3 | | | |
| | **Neutral Surge Arrestor** | | | | | | |
| | **Supply and install a LV surge arrestor including lugs and galvanised bolts.** | | | | | | |
| 2.10 | Surge arrestor | DDT 1860 | No | 3 | | | |
| | **Transformer Earthing** | | | | | | |
| | **Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.** | | | | | | |
| 2.11 | MV Earth Transformer | DDT 1860 | No | 1 | | | |
| | TOTAL : Carried forward to summary | | | | | | |

## BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM

| Item | Description | Detail Reference | Unit | Quan-tity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | **Conductor** | | | | | | |
| | **Take delivery of, off load on site safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.** | | | | | | |
| Note | The following dimensions will all be "**Conductor Length**" | | | | | | |
| 4.1 | **FOX** | | m | 2000 | | | |
| | Medium Voltage Structures | | | | | | |
| Note | Allow for the following structures and insulator assemblies in accordance with the specifications as shown in the drawings. Include the specified crossarms, drilling of holes and treating of such holes, the provision of the U-nails and earthwire in accordance with Eskom specifications. The supply and installation of 15m of 3/3.35x1100MPa steel wire for a GIL for each pole structure as per Eskom specification. Exclude the supply and planting of poles, stays and struts which are measured elsewhere. | | | | | | |
| 4.2 | 3 Phase Take-Off - 2.5m X-arm Structure | DDT1804 RX | No | 2 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Quan-tity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | **Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere** | | | | | | |
| 4.3 | 3 Phase Delta/2.5 X-arm Structure Strain - Terminal | DDT1746 | No | 2 | | | |
| 4.4 | Cable termination on to line | DDT0851 | No | 2 | | | |
| | Testing | | | | | | |
| | **Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system** | | | | | | |
| 4.5 | MV Test | | Sum | | | | |
| | TOTAL : Carried forward to summary | | | | | | |

## BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES

| Item | Description | Detail Reference | Unit | Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| 5.1 | **LV ABC** | | | | | | |
| **Note** | **The LV insulated neutral (covered neutral) aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.** | | | | | | |
| **Note** | **The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.** | | | | | | |
| **Note** | **Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.** | | | | | | |
| | **<u>Contractor to</u> safely store and transport to site and string. The conductor will be on sealed drums and adequate allowance shall be made for the correct handling thereof.** | | | | | | |
| | **The total rate shall also include the removal/dismantling of all existing hardware/assemblies, all poles, all struts, all flying stays or any other hardware, and shall include the backfilling of all holes. The dismantling and removals shall be in accordance with the sections marked in "purple" on the construction drawings.** | | | | | | |
| | d) Three Phase ABC 35mm² 4C + 1C for lighting (Supply and Install) | | m | 1500 | | | |
| | e) Three Phase ABC 70mm² 4C + 1C for lighting (Supply and Install) | | m | 1500 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | **LV STRUCTURES**<br>**Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.**<br>**Supply and install all the materials as specified for the following** | | | | | | |
| 5.2 | **LV STRUCTURES SINGLE PHASE** | | | | | | |
| | a) ABC Suspension Assembly 0°-30° | D-DT-1153 | No | 36 | | | |
| | b) ABC Terminal Assembly | D-DT-1154 | No | | | | |
| 5.3 | **LV STRUCTURES DUAL PHASE** | | | | | | |
| | a) ABC Suspension Assembly 0°-30° | D-DT-1145 | No | 36 | | | |
| 5.4 | **LV STRUCTURES THREE PHASE** | | | | | | |
| | a) ABC Suspension Assembly 0°-30° | D-DT-1100 | No | 36 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| 5.5 | **LV Fuse Switch Units**<br>**Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.**<br>a) 63A Load disconnecting switch similar to MORSDORPHER 63A | | No | 3 | | | |
| 5.6 | **LV Pole Mounted Service Boxes**<br>**Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC. (Deliver to site and Installation Only )**<br>a) 2-8 Way York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands. (A). To use 2 phases for more than 4 connections per box. | - | No | 4 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| 5.7 | **Earthing of LV Network** | | | | | | |
| **Note** | **All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers**<br><br>**Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one LV Tri-Star earth only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.** | | | | | | |
| | a) LV Earth | DDT 1860 | No | 9 | | | |
| 5.8 | **Testing**<br><br>**Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.** | | | | | | |
| | a) LV Test | | No | 1 | | | |
| | TOTAL : Carried forward to summary | | | | | | |

## BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| 6.1 | **Poles and Crossarms** | | | | | | |
| Note | Poles for service connections are measured elsewhere | | | | | | |
| | **<u>Supply</u> and install pole in excavated hole, including cutting and scafing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere. MV Flying stay and strut poles are included here.** | | | | | | |
| | a) 7m Pole, 120-140mm top diameter (service pole) | D-DT-0050 | No | 34 | | | |
| | b) 7m Pole, 120-140mm top diameter (service pole) - Deliver to site and Installation Only | D-DT-0050 | No | 18 | | | |
| 6.2 | **Supply, off load and install the following wooden cross arms.** | | | | | | |
| | a) 2.5m, 140-159mm Diameter | | No | 6 | | | |
| 6.3 | **Stays, Flying Stays and Anti-Climbing Devices** | | | | | | |
| **Note** | **The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc.** | | | | | | |
| | **The following stays shall be in accordance with the specification and shall include a stay plate** | | | | | | |
| | a) LV Stay | | No | 9 | | | |
| | b) MV Stay | | No | 18 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| 6.4 | **The following struts shall be in accordance with the specification** | | | | | | |
| | a) MV Strut | D-DT-0342 | No | 12 | | | |
| | b) LV Strut | D-DT-1167 | No | 9 | | | |
| 6.5 | **The following flying stays shall be in accordance with the specifications and shall exclude poles** | | | | | | |
| | a) LV Flying Stay | D-DT-1168 | No | 9 | | | |
| | b) MV Flying Stay | D-DT-0343 | No | 12 | | | |
| 6.6 | **The following mule stay shall be in accordance with the specifications and shall include installation of stay rod and plate** | | | | | | |
| | a) Mule stay | | No | 4 | | | |
| 6.7 | **The following anti-climbing devices shall include as specified by Eskom** | | | | | | |
| | a) Anti climbing device | | No | 4 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| 6.8 | Excavations and Compaction | | | | | | |
| Note | **The excavations for service connections are measured elsewhere** | | | | | | |
| | **Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C). Stay and struts pole holes are seperated here.** | | | | | | |
| | a) Hole for 7m pole - 1.4m deep | | No | 18 | | | |
| | b) Hole for 9m pole | | No | 18 | | | |
| | c) Hole for 11m pole - 1.8m deep | | No | 4 | | | |
| | d) Hole for 12m pole | | No | 2 | | | |
| | e) Hole for 13m pole | | No | 4 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | f) Hole for LV stay - 1.4m deep | | No | 18 | | | |
| | g) Hole for MV stay - 1.5m deep | | No | 18 | | | |
| | h) Hole for LV strut - 1.5m deep | | No | 4 | | | |
| | i) Hole for MV Flying Stay | | No | 2 | | | |
| 6.9 | **Pole Labels** | | | | | | |
| | **Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials.** | | | | | | |
| | a) Transformer Labels | | No | 2 | | | |
| | b) Link/CB/Phasing/equipment/Fuse/danger labels | No. of poles | No | 2 | | | |
| | c) Pole Top box phasing labels (per box) | | No | 2 | | | |
| | d) Mosdoffer Labels | | No | 2 | | | |
| 6.10 | **Line Route Clearing** | | | | | | |
| | **Clearing of trees from a servitude, including the stacking or disposal of cuttings and debris, as directed by Eskom, and the poisoning of stumps with an approved poison.** | | | | | | |
| | a) Dense bush (thin dense black-wattles, thornbush or brambles - not possible to walk through) MV 12m wide strip (6m either side of the centre line) to be cleared and poisoned | | m | 700 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | b) Ditto, but for LV 1m wide strip and no poisoning required | | m | 700 | | | |
| | c) Small trees (less than 30cm diameter scattered bush or plantation - accessible on foot) MV 12m wide strip (6m on either side of the line) to be cleared and poisoned | | m | 350 | | | |
| | d) Ditto, but for LV 1m wide strip and no poisoning required | | m | 350 | | | |
| | e) Large trees (greater than 30cm diameter) including poisoning | | No | 3 | | | |
| 6.11 | **Concrete** | | | | | | |
| | **Ready mix concrete slabs for pole bases as required** | | | | | | |
| | a) Concrete bases | | No | 25 | | | |
| | **Supply and mix cement on site into material excavated from pole hole, including the provision of water to ensure the correct moisture content of the backfill material.** | | | | | | |
| | b) Cement mixture per hole | | No | 25 | | | |
| 6.12 | **Street Lighting** | | | | | | |
| | **Provision for dismantling of existing street lights and re-installation at specified positions** | | | | | | |
| | a) LED street light fitting by LV poles | | No | 6 | | | |
| | TOTAL : Carried forward to summary | | | | | | |

## BILL NO 7 - HOUSE CONNECTIONS

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| 7.1 | **House Connections** | | | | | | |
| | **House Connections (Type A), test and commissioning complete. Poles and excavation are measured elsewhere.** | | | | | | |
| | a) Type A (Direct Connection) | D-DT-0360 | No | 36 | | | |
| | **House Connections (Type B), test and commissioning complete. Poles and excavation are measured elsewhere.** | | | | | | |
| | b) Type B (Service Pole) i.e. 1 service pole supports 1-4 conductors/connections. | D-DT-0361 | No | 3 | | | |
| | c) Air dac strain clamp (equal to number of service poles) | | No | 3 | | | |
| 7.2 | **Take delivery of from Eskom, transport to site, off load on site and safely store on site the following Passive Base Units, ECU's , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, ECU and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.** | | | | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Reference | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| | a) Passive Bases "Free Issue Item" | | No | 36 | | | |
| | b) Meters "Free Issue Item" | | No | 36 | | | |
| | c) Sealing of Meters ("Free Issue" Item) | | No | 36 | | | |
| 7.3 | **Conductor (" Not Free Issue" Item)** | | | | | | |
| Note | Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc. | | | | | | |
| **Note** | **Contractor to <u>supply</u>, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.** | | | | | | |
| | a) 10mm2 airdac (supply and install) | | m | 1500 | | | |
| | Amount carried over to next page | | | | | | |

| Item | Description | Detail Refer-ence | Unit | Tender Quantity | Supply Rate | Install Rate | Total Price (R) |
|---|---|---|---|---|---|---|---|
| | Amount brought forward from previous page | | | | | | |
| 7.4 | **Sundry Items**<br><br>**<u>Supply</u> and install pole in excavated hole, including cutting and scafing, kicking bolts, bonding, treating, etc. Excavations and com-paction are measured else-where.**<br><br>a) 9m Pole, 120-140mm top diameter<br><br>**Determination of pole posi-tions, excavate in all ground conditions as nec-essary, and supply a me-chanical boring device if re-quired. The rate shall in-clude backfilling, compac-tion to 93% MOD AASHTO density, and where neces-sary the supply and trans-portation of suitable ground as may be required to re-ceive the desired compac-tion, except where cement is specified. Any damage to existing services shall be made good by the Contrac-tor at his own expense and to the approval of the PM(C).**<br><br>b) Hole for 7m pole - 1.4m deep | D-DT-0050 | No<br><br>No | 18<br><br>18 | | | |
| | TOTAL: Carried forward to summary | | | | | | |

## FINAL SUMMARY

| BILL | DESCRIPTION | MATERIAL | LABOUR | TOTAL |
|---|---|---|---|---|
| 1 | PRELIMINARY AND GENERAL | | | |
| 2 | MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC. | | | |
| 3 | MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM | | | |
| 4 | LOW VOLTAGE OVERHEAD DISTRIBUTION LINES | | | |
| 5 | SUPPORT FOR OVERHEAD RETICULATION | | | |
| 6 | HOUSE CONNECTIONS | | | |
| | **SUB - TOTAL 1 EXCL VAT & CONT** | | | |
| | CONTINGENCY @ 10% | | | |
| | **SUB - TOTAL 2 EXCL VAT** | | | |
| | VAT @ 15% | | | |
| | **TOTAL CARRIED TO FORM OF TENDER** | | | |

**UMSOBOMVU MUNICIPALITY**

**TENDER NO. 01/05/2019**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1: FORM OF OFFER AND ACCEPTANCE

#### A. OFFER

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

Contract No: _____

For: **PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

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

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

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

Amount in Words.....

……

**R**……..……..…. (*in figures*)

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

**Signature:** *(of person authorised to sign the tender)*:.....

**Name:** (*of signatory in capitals)*: .....

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organisation*): .....

Address: …….....

.....

Telephone number: …… Fax number: .....

**Witness: Signature:** .....

**Name:** *(in capitals):* .....**Date:** .....

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

## B. ACCEPTANCE

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

The terms of the contract are contained in

- Part C1 Agreement, and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work
- Part C4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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 fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now 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 Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature**:……....

**Name:** *(in capitals)*.....…

**Capacity:** .....…

**Name of Employer** *(organisation)* .....…

**Address**:.....

……

**Witness:**

**Signature:** ..... Name: .....

**Date:** .....

## C. SCHEDULE OF DEVIATIONS

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

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

Any other matter is arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

**1. Subject:**

**Details:**

**2. Subject:**

**Details:**

**3. Subject:**

**Details:**

**4. Subject:**

**Details:**

**5. Subject:**

**Details:**

**6. Subject:**

**Details:**

By the 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 confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Tenderer:** *(Name and address of organisation)*

.....

**……**

**Witness:**

**Signature:** .....

**Name:** .....

**Date**: .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Employer:** Umsobomvu Local Municipality

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** ……

## C1.2 Contract Data

### C1.2.1: Conditions of Contract

**General Conditions of Contract**

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

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel.(011) 805-5947) or the South African Association of Consulting Engineers (Tel. (011) 463-2022).

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

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

**a)** DURATION OF CONTRACT

The project must be completed within 18 months of appointment.

**b)** PAYMENTS

All payments will be made to the Service Provider within thirty (30) days of verification of an invoice. All invoices should be submitted by the 15th of each month.

**c)** SERVICE LEVEL AGREEMENT

1.2.1.3.1 A service level agreement will be entered into with the successful bidder.
1.2.3.1.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
1.2.1.3.3 Service level agreement entered into with the successful bidder will capture the time frames for performance applying to this contract.
1.2.1.3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

i) Cancel its acceptance of the bid, or
ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

**d)** PENALTIES
Penalties will be administered in terms of the principles of the GCC above.

**e)** PRICE

The price quoted shall be a fixed amount for the project including supervision, design, disbursements, etc. any other additional services required will be covered under the provisional sum.

**f)** BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

**g)** BID COMPLIANCE

The Bid must comply with the following:

The VAT component of the price must be indicated separately.
This bid or part thereof may not be ceded.
The bid documents submitted must be in the form and order as issued by the Municipality in order to assist the Municipality with the evaluation of same

**h)** MEETINGS

Meetings will be called as necessary and must be attended by all parties to the contract.

**i)** PROGRAMME/PERFORMANCE

The Service provider will be required to submit a program of confirmed activities to be undertaken in the project which will form an Annexure to the Service Level Agreement.

The Service Provider will also be required to submit a bi-monthly progress report.

**j)** RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Umsobomvu Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

**k)** MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Umsobomvu Local Municipality through its officials may become subject to an objections and appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the Umsobomvu Local Municipality in writing.

**J)** SUPREMACY OF SPECIAL CONDITIONS

The provisions of this section will take precedence over any other condition, term or stipulation in this document.
In the event of any contradiction with any other section in the contract (including Service Level Agreement) the provisions of this section will take precedence.

**l)** PERFORMANCE SECURITY

Ø A fixed amount of 10% in respect of Performance Security is applicable in respect of each bid and must apply for the duration of the contract.

Ø The Performance Security shall be secured within thirty (30) calendar days of award of the bid and shall apply from the date of award of the bid.

Ø The Performance Security submitted has to be approved by the Umsobomvu Local Municipality.

**m)** Other matters

Ø Bidders must also submit three year audited financial statements of the company.

Ø Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

**n)** LOCAL LABOUR

Where the execution of the specifications/scope of work requires sub-contracting, bidders are required to source local labours in terms of the Municipality's SMME policy.

Bidders awarded contracts of an amount greater than or equal to R3 000 000-00 must sub-contract at least 10% of the contract to local contractors, where sub-contracting is necessary to execute the contract.

Bidders awarded a contract of an amount greater than or equal to R3 000 000-00 must include 50% local labour in their staff component.

## C1.2.2 Appendix to Tender

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

**o) Part A: Contract Data Provided By the Employer**

The following contract specific data are applicable to this Contract:

| Reference Clause / Sub-Clause Number | Item / Topic | Contract specific data by the Employer |
|---|---|---|
| **1.1.1.15:** | **Employer's name** | Umsobomvu Local Municipality |
| **1.2.1.2** | **Address of Employer** | Physical Address:<br>21a Church Street,<br>Colesburg 9795<br><br>Telephone No: (051) 753 0777/8/9<br>Fax No: (051) 753 0574 |
| **1.1.1.12 & 5.8.1** | **Calculation of days (1.1.1.12) and Non- Working hours & special non-working days (5.8.1)** | Special non-working days are Sundays and the Following statutory public holidays as declared by National or Regional Government:<br><br>The year end break commences on the first working day after 14 December and ends on the first working day after 5 January of the next year.<br>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break. |
| **3.1.3** | **Specific Approval of the Employer required** | The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the tender Sum plus 10% Contingencies. |
| **5.3.1** | **Commencement of the works** | The contractor shall commence executing the work within 14 days of the Commencement date. |
| **5.6.1** | **Programme** | The Contractor shall deliver his programme of work within 14 days of the Commencement date. |
| **8.6.1.1.3** | **Value of Professional fees for repairing damage and loss** | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00 |
| **8.6.1.2** | **SASRIA** | Special risk insurance issued by SASRIA is required. |
| **8.6.1.3** | **Liability Insurance** | The limit of indemnity for liability insurance is R 8 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk. |
| **6.5.1.2.3** | **Percentage allowance to cover overheads** | The percentage allowance to cover overhead charges is 10 % |
| **5.12.1** | **Time for completion** | The Works shall be completed within 18 months excluding<br>special non-working days. |

| Reference Clause / Sub-Clause Number | Item / Topic | Contract specific data by the Employer |
|---|---|---|
| **5.13.1** | **Penalty for delay** | The penalty for failing to complete the works is 0.05 % of the Total<br>Tender Sum per Calendar Day |
| **6.8.2** | **Application of Contract Price Adjustment Factor** | The Value of the certificates issued shall NOT be adjusted. |
| **6.8.3** | **Variation in cost of special materials** | Price adjustments for variations in the costs of special materials are NOT allowed. |
| **6.10.1.5** | **Valuation of material brought onto Site** | The percentage limit on materials not yet built into the Permanent<br>Works is: 100 % |
| **6.10.3** | **Retention money** | The limit of retention money is 10 % of the contract amount excluding contract price adjustment, contingencies and Value Added Tax (VAT). |
| **B6.10.3** | **Guarantee in lieu of retention** | A Retention Money Guarantee is permitted. |
| **7.8.1** | **Defects Liability Period** | Defects Liability Period of 12 months. |
| **10.5.2** | **Adjudication** | Dispute Resolution shall be by Adjudication. Appointment of the Adjudicator<br>in accordance with Clauses 10.5.2 and 10.5.3 of the GCC 2015 |
| | **Payment of the Adjudicator** | The Adjudicator shall be reimbursed at the hourly rate of R750.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling.<br><br>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:<br><br>(a). Printing, reproduction and purchase of documents, drawings, maps, records and photographs.<br><br>(b). Telegrams, telex, faxes and telephone calls.<br><br>(c). Postage and similar delivery charges.<br><br>(d). Travelling, hotel expenses and other similar disbursements.<br><br>(e). Room charges.<br><br>(f). Charges for legal advise or technical advice obtained in accordance with the Procedure<br><br>The Adjudicator shall be paid an appointment fee of R 7 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to |

| Reference Clause / Sub-Clause Number | Item / Topic | Contract specific data by the Employer |
|---|---|---|
| | | the Parties.<br><br>Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.<br><br>All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding. |

## Part B: Contract Data completed by the Contractor

| Reference Clause /Sub-Clause Number | Item / Topic | Contract specific data by the Employer |
|---|---|---|
| **1.1.1.9** | **Contractor's name and address** | .....<br><br>..... |
| **1.2.1.2** | **Address of the Contractor** | Physical: Postal:<br><br>..... .....<br>..... .....<br>……..... …….....<br><br>E-Mail: .....<br>Telephone No: ….....<br>Fax No: …….....…… |
| **4.4.3** | **Selection of sub-contractors in consultation with Employer** | The Tenderer shall list below the sub-contractors and suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.<br><br>The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.<br>Acceptance of this tender shall not be construed as approval of all or any of the listed specialist sub-contractors or suppliers. Should any of or all of the specialist sub-contractors or suppliers not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a sub-contractor or supplier not listed below being approved by the Employer.<br>**Schedule of Specialist Sub-Contractors and Suppliers**<br><br>Specialised Item \| Name & Details of Specialist Sub-Contractors<br>\| \|<br>\| \|<br>\| \|<br><br>Signed on behalf of Tenderer:…… |
| **6.8.3** | **Variation in cost of special materials** | The variation in cost of all special materials is to be provided in the table SM1 for special materials.<br><br>The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1st of month prior to close of tender. |

<table>
<tr><th>Reference Clause /Sub-Clause Number</th><th>Item / Topic</th><th>Contract specific data by the Employer</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><th>Special Materials</th><th>Unit*</th><th>Rate OR Price for the base month</th></tr>
<tr><td>Concrete</td><td>……..</td><td>……</td></tr>
<tr><td>Steel Reinforcing</td><td>……..</td><td>……..</td></tr>
</table>
<br>
TABLE: SM1<br>
* Indicate whether the material shall be delivered in bulk or in containers.<br>
When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.<br>
Signed on behalf of Tenderer:<br>
…….
</td></tr>
</table>

## C1.2.3: PRO-FORMA PERFORMANCE GUARANTEE

**Employer:** (*name and address*) _____

_____

Contract No: _____

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

WHEREAS_____
_____
(hereinafter referred to as " the Employer") entered into, a Contract with

_____
_____

(Hereinafter called "the Contactor") on the_____ day of _____ 20_____

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Data of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.

5. Our total liability hereunder shall not exceed the sum of

   _____

   _____ (in words)

   R_____ (in figures)

As stated in Contract Data clause 6.10.3 that amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

_____

_____

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

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
Name in Block Letters

2. _____ Signature _____
Name in Block Letters

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

Address_____

_____

**C1.2.3: Agreement with the Adjudicator**

This agreement is made on the.....day of ..... 20.....between: the Employer

Umsobomvu Local Municipality

and the Contractor

*(name of company / organisation)*

.....

of *(address)*.....

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

**and**

*(name)*.....

of *(address)* .....

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated..... …….

and known as Contract No:_____

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

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

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by**:

| | | |
|---|---|---|
| (*Signature*): ..... | (*Signature*): ..... | (*Signature*): ..... |
| **Name**: ..... | **Name**: ..... | **Name**: ..... |
| who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of | who warrants that he/ she is duly authorised to sign for and on behalf of the S**econd Party** in the presence of | the **Adjudicator** in the presence of |
| **Witness:** | **Witness:** | **Witness:** |
| (*Signature*)..... | (*Signature*)..... | (*Signature*)..... |
| **Name**: ..... | **Name**: ..... | **Name**:…….. |
| Address: ..... | Address: ..... | Address:……... |
| ..... | ..... | ..... |
| Date: ..... | Date: ..... | Date: ..... |

## C1.2.5: Retention Money Guarantee

**RETENTION MONEY GUARANTEE (PRO FORMA)**

Church Street,
Colesburg
9795

**Contract No: _____**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

**ISSUED TO:** the **Umsobomvu Local Municipality**, represented by **Municipal Manager** (Hereinafter referred to as "the Employer"

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

In connection with

**CONTRACT NO.** _____ (Hereinafter referred to as "the Contract")

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

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

1. Each demand by the Employer shall be in writing signed by the Employer and
   Delivered to us at ……
   Or such other address as we shall in writing notify to the employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

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

   (a). that he is the Engineer in office as such in terms of the Contract;
   (b). that the Contractor is in breach of his obligations under the Contract; and
   (c). that the amount demanded, which amount the certificate shall specify.

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

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

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at Umsobomvu Local Municipality offices, or at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R …….....…….

6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At …… for and on behalf of ……

On this …… day of ……

Signature:.....…….

Capacity: .....

Address: .....

As Witnesses:

1. …….. Name in Block Letters …....……..

2. ..... Name in Block Letters .....…

Tenderer's Initials: ……

## C1.2.6: Dispute Adjudication Agreement

This agreement is made on the.....day of ..... 20.....between: the Employer

*(name of company / organisation)*.....

of (*address)*.....

.....and the **Contractor**

*(name of company / organisation)* .....

of *(address)*.....

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

**and**

*(name)*.....

of *(address)* .....

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

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No: _____

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

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

**IT IS NOW AGREED** as follows:

6. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

7. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

8. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

9. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

10. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by**:

| | | |
|---|---|---|
| (*Signature*): ..... | (*Signature*): ..... | (*Signature*): ..... |
| **Name**: ..... | **Name**: ..... | **Name**: ..... |
| who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of | who warrants that he/ she is duly authorised to sign for and on behalf of the S**econd Party** in the presence of | the **Adjudicator** in the presence of |
| **Witness:** (*Signature*)..... | **Witness:** (*Signature*)..... | **Witness:** (*Signature*)..... |
| **Name**: ..... | **Name**: ..... | **Name**:..... |
| Address: ..... | Address: ..... | Address: ..... |
| ..... | ..... | ..... |
| Date: ..... | Date: ..... | Date: ..... ..... .. |

## C1.2.7: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 OF 1993

THIS AGREEMENT is made between The Umsobomvu Local Municipality represented by the Municipal Manager
(hereinafter called the EMPLOYER of the one part, herein represented by:

.....
.....

in his capacity as:
;

AND: .....

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

.....
.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

CONTRACT NO:_____

for the construction, completion and maintenance of the works;

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

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and

2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed At ..……..……....……...…….. for and on behalf of the **CONTRACTOR**

on this the …… day of ……....……..…… 20……

SIGNATURE:
.....

NAME AND SURNAME:
.....

CAPACITY:
.....

*WITNESSES: 1.* .....

*2.* .....

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

the ……... day of ……..…… 20……

SIGNATURE:
.....

NAME AND SURNAME:
.....

CAPACITY:
.....

*WITNESSES: 1.* ……..

*2.* ……..

## C1.2.8: Agreement in terms of the OHS Act (No. 85 of 1993)

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year ……

between **Umsobomvu Local Municipality** (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz **THE ELECTRICAL RE-FURBISHMENT FOR UMSOBOMVU MUNICIPALITY PROJECT** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Man datary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

   (a) the date of the Certificate of Completion of the Works is issued in terms of Sub-Clause 5.14.4 of the General Conditions of Contract for Construction Works 2nd Edition (2010) as contained in Contract Data of the Contract Documents pertaining to this Contract, or

   (b) the date of termination of the Contract in terms of Clauses 9.2 or 9.3 of the General Conditions of Contract for Construction Works 2nd Edition (2010).

3. The Mandatory declares himself to be conversant with the following:

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

      (i) Section 8 : General duties of employers to their employees;

      (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

      (iii) Section 37 : Acts or omissions by employees or mandatories, and

(iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 8.4 of the General Conditions of Contract for Construction Works 2nd Edition (2010) (as amended by Particular Conditions of Contract contained in the Contract Data of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned documents, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 .....……. 2 .....

NAME 1 .....…… 2 ……

**(IN CAPITALS)**

SIGNED FOR AND ON BEHALF OF THE MANDATARY: .....

WITNESS 1 .....……. 2 .....

NAME 1 .....…… 2 .....

**(IN CAPITALS)**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

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# Part C3: Scope of Work

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| | PAGE |
|---|---|
| C3.1 Scope of Work | 59 - 62 |

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

## C3.1 Scope of Work

**CONTENTS** **PAGE**


| | | |
|---|---|---|
| 3.1.1 | Introduction | 59 |
| 3.1.2 | Objective | 59 |
| 3.1.3 | Extent of the Services | 59 |
| 3.1.4 | Location of the Works | 60 |
| 3.1.5 | Engineering | 60 |
| 3.1.6 | Procurement | 61 |
| 3.1.7 | Format of Communication | 61 |
| 3.1.8 | Resources/ Personnel | 61 |
| 3.1.9 | Management Meetings | 61 |
| 3.1.10 | Claims for Payment | 61 |
| 3.1.11 | Employers Right to Recover Cost | 62 |


### 3.1.1 INTRODUCTION

Proposal for the provision of consulting engineering services are requested for planning, preliminary design, detail design, construction specifications, tender documentation, tender evaluation, construction supervision/monitoring and successful completion of the upgrading of Kosmos and Affodil streets to concrete block paving, schematic layout in Part C4: Site Information.

A Professional Service Provider is required to provide the professional services necessary to implement the project, which in terms of the Municipal Finance Management Act, 2003, and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive tendering process.

### 3.1.2 OBJECTIVE

The purpose of this document is therefore to invite tenders from suitable qualified and experienced consulting firms for **Tender No 07/10/2020 : PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT,** which will be evaluated using a financial offer, quality and preferences based system as described in the tender data.

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

## 3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

**Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

**Suitable annual financial statements for the preceding financial year within 12 months of the financial year end**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)**

**A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT)

## RETURNABLE SCHEDULES THAT WILL BE USED FOR TENDER EVALUATION PURPOSES AND BE INCORPORATED INTO THE CONTRACT

The tenderer must complete the following returnable documents:

- **Contractor's Health and Safety Declaration**

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

## PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT

**RETURNABLE SCHEDULES THAT WILL USED FOR TENDER EVALUATION PURPOSES AND BE**
**INCOPORATED INTO THE CONTRACT**

### Form 2.3.1: Contractor's Health and Safety Declaration

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

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... ***Yes / No**

   (***** = *delete whatever is not applicable*)

4. Details of resources I propose:

   *(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHS Regulations, as applicable to this contract)*

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

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

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

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iv) List the positions to be filled by persons to be trained or hired: .....

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor: ..

.....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Court of Law in terms of the said Regulations for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....DATE: .....….....

*(of person authorised to sign on behalf of the Tender*

## C1.2.5: Retention Money Guarantee

**RETENTION MONEY GUARANTEE (PRO FORMA)**

Church Street,
Colesburg
9795

**Contract No: _____**

**CONSTRUCTION OF A NEW MV UNDERGROUND LINE AND MINI-SUBS FOR UMSOBOMVU LOCAL MUNICIPALITY(NOUPOORT AREA)**

**ISSUED TO:** the **Umsobomvu Local Municipality**, represented by **Municipal Manager** (Hereinafter referred to as "the Employer"

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

In connection with

**CONTRACT NO.** _____ (Hereinafter referred to as "the Contract")

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

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

8. Each demand by the Employer shall be in writing signed by the Employer and
   Delivered to us at ……
   Or such other address as we shall in writing notify to the employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

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

   (a). that he is the Engineer in office as such in terms of the Contract;
   (b). that the Contractor is in breach of his obligations under the Contract; and
   (c). that the amount demanded, which amount the certificate shall specify.

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

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

10. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at Umsobomvu Local Municipality offices, or at such other address as the Employer shall in writing notify us.

11. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

12. Our aggregate liability under this guarantee is limited to R ……..... …….

13. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

14. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At …… for and on behalf of ……

On this …… day of ……

Signature: .....…….

Capacity: .....

Address: .....

As Witnesses:

3. …….. Name in Block Letters … .....……..

4. ..... Name in Block Letters .....…

Tenderer's Initials: ……

## C1.2.7: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 OF 1993

THIS AGREEMENT is made between The Umsobomvu Local Municipality represented by the Municipal Manager (hereinafter called the EMPLOYER of the one part, herein represented by:

..... .....

in his capacity as: .....;

AND: ..... .....

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

..... .....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT NO:_____

for the construction, completion and maintenance of the works;

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

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and

   2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

Thus signed At ..……..……...……...…….. for and on behalf of the **CONTRACTOR**

on this the …… day of ……....……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES: 1.* .....

*2.* .....

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

the …….. day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES: 1.* ……..

*2.* ……

## C1.2.8: Agreement in terms of the OHS Act (No. 85 of 1993)

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**
**(ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year ……

between **Umsobomvu Local Municipality** (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz **THE ELECTRICAL REFURBISHMENT FOR UMSOBOMVU MUNICIPALITY PROJECT** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Man datary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

   (a) the date of the Certificate of Completion of the Works is issued in terms of Sub-Clause 5.14.4 of the General Conditions of Contract for Construction Works 2nd Edition (2010) as contained in Contract Data of the Contract Documents pertaining to this Contract, or

   (b) the date of termination of the Contract in terms of Clauses 9.2 or 9.3 of the General Conditions of Contract for Construction Works 2nd Edition (2010).

3. The Mandatory declares himself to be conversant with the following:

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

      (i) Section 8 : General duties of employers to their employees;

      (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

      (iii) Section 37 : Acts or omissions by employees or mandatories, and

      (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

   (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 8.4 of the General Conditions of Contract for Construction Works 2nd Edition (2010) (as amended by Particular Conditions of Contract contained in the Contract Data of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned documents, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

   (d) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

   (e) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(f) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 .....……. 2 .....

NAME 1 .....…… 2 ……
**(IN CAPITALS)**

SIGNED FOR AND ON BEHALF OF THE MANDATARY: .....

WITNESS 1 .....……. 2 .....

NAME 1 .....…… 2 .....

**(IN CAPITALS)**

# PART C3: SCOPE OF WORK

**CONTENTS** **Page**

**3.1.0 STANDARD SPECIFICATION** 110

**3.2.0 PROJECT SPECIFICATION**

**3.2.1 PORTION 1: THE WORKS**

PS 1 GENERAL DESCRIPTION ..... 111

PS 2 DESCRIPTION OF SITE AND ACCESS ..... 111

PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS ..... 111

PS 4 DETAILS OF CONTRACT ..... 112

PS 7 SITE FACILITIES REQUIRED ..... 113

PS 10 CONSTRUCTION IN RESTRICTED AREAS ..... 113

PS 11 DRAWINGS ..... 113

PS 12 SAMPLES ..... 114

PS 13 NOTICES, BARRICADES AND ADVERTISMENTS ..... 114

PS 14 WORKMANSHIP AND QUALITY CONTROL ..... 114

PS 15 EXTENSION OF TIME ON ABNORMAL RAINFALL ..... 115

PS 17 TRENCHES ..... 116

PS 19 ALTEERNATIVE STRUCTURAL DESIGN ..... 116

**3.2.2 PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT AND PARTICULAR SPECIFICATIONS**

PSA GENERAL DESCRIPTION ..... 119

PSG CONCRETE (STRUCTURAL) ..... 124

**3.3.0 PARTICULAR SPECIFICATIONS** ..... 128

### 3.1.0 STANDARD SPECIFICATIONS

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

- Standardised specification for civil engineering construction (SABS 1200)
- Construction Procurement processes methods and procedures (SANS 294 (2004)
- The selection, handling and installation of electrical cables (SABS 0198)
- Site Manual: Safety at Road works in urban areas (latest edition)
- Standard Specification for Roadwork's: Umsobomvu Local Municipality, Municipal Services
- Design and Maintenance Standards for the provision of Public Lighting Services
- Occupational Health and Safety Act (Act 85 of 1993)
- NRS 040 – 3 High Voltage Operating Regulations – Model Regulations
- NRS 047 – Quality of Service

## 3.2.0 SABS 1200 SPECIFICATION

**SCOPE**

These Project Specifications are set out in two portions. Portion 1 covers the general description of the project, the facilities available and the requirements to be met. Portion 2 covers variations and additions to the SABS Standardised Specifications that are applicable to this Contract.

**STATUS**

In the event of any discrepancy between the Project Specifications and a part or parts of the SABS Standardised Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence.

### 3.2.1 PORTION 1 : THE WORKS

**PS 1 GENERAL DESCRIPTION**

Umsobomvu Local Municipality proposes to completely electrify Ezimbacwini informal settlement, in Norvalspont, The works shall entail the supply, delivery and installation of the pole mounted transformer, LV poles, overhead and underground LV cabling, Customer connections and metering.

This project forms part of the Capital funded projects for the Umsobomvu Local Municipality for the 2020 -2021 Financial Year.

The scope of works includes the supply of materials as detailed in the bills of quantities and drawings, excavations and cable laying as specified.

This description is a broad outline of the contract works and does not limit the works to be executed by the contractor in terms of the contract.

**PS 2 DESCRIPTION OF SITE AND ACCESS**

The Site is located in Noupoort town.

**PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS**

The in situ material is alluvial overburden on a weathered granite layer. The material directly below the surface may be classified as rippable material of approximately 1,0 m thick below which the material may be classified as hard.

**PS 4 DETAILS OF CONTRACT**

- Construction Scope of Works on the Project comprise of:
- Supply and delivery of materials as detailed/advised
- Application/negotiation processes with Eskom for connection point
- Obtaining necessary permits to work in sub substations
    - Wayleaves and permits to work close to/cross other services

- Trench Excavations
- Installation of MV and LV cables overhead and underground
- Installations of transformers as specified
- Commissioning and handover of the complete service
- Submission of certificates, operations manuals, maintenance plans.

## PS 7 SITE FACILITIES REQUIRED

### PS 7.1 FACILITIES FOR THE ENGINEER

No separate office is required for the Engineer's representative but the Contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use of the Engineer's representative. The Engineer's representative shall be allowed free use of the Contractor's facilities. A car-port shall be provided for the Engineer's representative.

### PS 7.2 HOUSING FOR ENGINEER'S REPRESENTATIVE

The Engineer will provide housing for the Engineer's representative. The housing and the relevant services and local authority rates shall be paid for from a Prime Cost Sum included in the Schedule of Quantities for this purpose.

The Contractor is entitled to a percentage of the value of each payment to the Engineer to cover his expenses in this regard.

### PS 7.3 WATER, ELECTRICITY AND SEWERAGE

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

## PS 10 CONSTRUCTION IN RESTRICTED AREAS

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

**PS 11** **DRAWINGS**

All information in the possession of the Contractor that is required by the Engineer's representative to complete the as-built drawings must be submitted to the Engineer's representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the Drawings.

**PS 12** **SAMPLES**

Materials or work that does not conform to the approved samples, submitted in terms of the General Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

**PS 13** **NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

Notices, signs and barricades, erected in terms of the General Conditions of Contract, as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer has the right to have any sign, notice or advertisement moved to another position or to have it removed from the Site of the Works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The standard name-board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered.

**PS 14** **WORKMANSHIP AND QUALITY CONTROL**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests and measurements and to indicate compliance with the Specifications.

**PS 15** **EXTENSION OF TIME DUE TO ABNORMAL RAINFALL**

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

V = (Nw - Nn) + (Rw - Rn)/X

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.

Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The rainfall records at rainfall stations for the project duration shall be reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall be for the purposes of this Contract be taken as normal. The values of X and Y are 20 and 10 respectively.

**RAINFALL TABLE**

**TABLE B1215/1**

| **Month** | **Expected delay of '"n" working days due to normal rainy weather** | **Month** | **Expected delay of '"n" working days due to normal rainy weather** |
|---|---|---|---|
| January * | Expect < 30% | July | |
| February | | August | |
| March | | September | |
| April | | October | |
| May | | November | Expect < 50% |
| June | | December * | Expect < 50% |

The extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

**PS 17** **TRENCHES**

Trenches may not be left open during the builders' holidays.

**PS 18** **NON-WORKING DAYS**

The Contractor shall not work on any statutory public holidays or on any public holidays declared by the government to be statutory non-working days.

**PORTION 2** **VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SABS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SABS 1200.

**PSA** **GENERAL**

**PSA 1** **SCOPE**

*REPLACE* SUBCLAUSE 1.1 *WITH THE FOLLOWING:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractor's establishment on the Site."

**PSA 2.3** **DEFINITIONS**

(a) General

*ADD THE FOLLOWING DEFINITIONS:*

"General conditions: The General Conditions of Contract specified for use with this Contract and the special conditions of Contract as applicable.

Specified: As specified in the standardised specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

*REPLACE THE DEFINITIONS FOR* "fixed charge", "time-related charge*" AND "*value-related charge*" WITH THE FOLLOWING:*

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract Time of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract."

**PSA 2.4** **ABBREVIATIONS**

(a) Abbreviations relating to standard documents

*ADD THE FOLLOWING ABBREVIATION:*

"CKS : SABS Co-ordinating Specification."

**PSA 3** **MATERIALS**

**PSA 3.1** **QUALITY**

*ADD THE FOLLOWING:*

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS Specifications shall bear the SABS mark, whether so specified or not."

*ADD THE FOLLOWING SUBCLAUSES:*

**"PSA 3.3** **ORDERING OF MATERIALS**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

**PSA 3.4** **MATERIALS SUPPLIED BY THE EMPLOYER**

Materials designated in the Contract documents to be supplied by the Employer shall not be obtained by the Contractor from any other source than from the Employer. Requisitions for materials to be supplied by the Employer shall be submitted in writing and shall be signed by the Contractor or his authorised representative and the Engineer. The Contractor or his authorised representative shall sign a receipt upon delivery of all such materials that, having been accepted by the Contractor, will be deemed to be in a sound and satisfactory condition and will thenceforth be his sole responsibility.

The onus shall be entirely on the Contractor to ensure that he accepts only sound materials from the Employer, and the Engineer is authorised to reject as unsuitable any material on the Site of the Works that, in his opinion, is unsound or defective in any way. The Contractor shall immediately remove such rejected materials from the Site of the Works and shall replace them, at his own expense, with new and sound materials to the satisfaction of the Engineer."

**PSA 4** **PLANT**

**PSA 4.2** **CONTRACTOR'S OFFICES, STORES AND SERVICES**

*ADD THE FOLLOWING PARAGRAPH BEFORE THE FIRST PARAGRAPH:*

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores,

workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

*ADD THE FOLLOWING TO THE SECOND PARAGRAPH:*

"One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

**PSA 5 CONSTRUCTION**

**PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

*REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

**"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**

**PSA 5.4.1 Location of existing services**

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

**PSA 5.4.2 Protection during construction**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

**PSA 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either

make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service.

No repairs of telecommunication cables or electric power lines and cables shall be attempted.

A list of important telephone numbers for use when services are damaged or need to be altered will be provided at the hand-over meeting.

**Electricity** :
**Water** :
**Sewerage** :
**Traffic** :

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

*ADD THE FOLLOWING SUBCLAUSES:*

**"PSA 5.9** **SITE MEETINGS**

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract.

**PSA 5.10** **WORK ON, OVER, UNDER OR ADJACENT TO A RAILWAY LINE**

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the latest edition of Transnet's Specification E7, part 2. The Contractor shall obtain a copy of the latest edition, to be kept on the Site, before work of this nature commences.

Attention is drawn to the requirements contained in the E7 Specification regarding approval from Transnet for a work permit or occupation of Transnet property and the approval of falsework and formwork plans."

**PSA 6** **TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE:*

**"PSA 6.4** **GENERAL**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions.

These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

**PSG 5.3** **HOLES, CHASES AND FIXING BLOCKS**

*ADD THE FOLLOWING:*

"Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristic (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer."

**PSG 5.5** **CONCRETE**

**PSG 5.5.1** **Quality**

**PSG 5.5.1.5** **Durability**

The exposure conditions of the reservoir concrete are classified as "severe".

**PSG 5.5.1.7** **Strength concrete**

*ADD THE FOLLOWING:*

"The concrete mixes for the reservoir shall be designed by the Portland Cement Institute or a similar approved laboratory."

**PSG 5.5.3** **Mixing**

**PSG 5.5.3.2** **Ready-mixed concrete**

*ADD THE FOLLOWING:*

"Ready-mixed concrete may be used on the Site. The Contractor shall take samples for testing from every load delivered to the Site."

**PSG 5.5.5** **Placing**

*ADD THE FOLLOWING:*

"Concreting of the wall between horizontal construction joints shall be carried out in both directions from a point on the wall in order to close the gap with fresh concrete."

**PSG 5.5.7** **Construction joints**

*ADD THE FOLLOWING:*

"Horizontal construction joints are permitted in the reservoir wall in positions indicated on the Drawings or approved by the Engineer. However, vertical joints are not permitted.

The wall shall be cast in lifts of a height that permits each lift to be poured without interruption in one continuous operation during normal working hours."

**PSG 5.5.11** **Watertight concrete**

*ADD THE FOLLOWING:*

"The minimum cement content for ordinary Portland cement in water-retaining structures shall be 325 kg/m$^3$, and the maximum cement content shall be 400 kg/m$^3$ in reinforced concrete, or 500 kg/m$^3$ in prestressed concrete. Where ordinary Portland cement blended with pulverised fuel ash is permitted, the maximum cement content shall be 450 kg/m$^3$ for reinforced concrete, and 550 kg/m$^3$ for prestressed concrete.

The maximum water: cement ratio for water-retaining structures shall be 0,55 for ordinary Portland cement and 0,50 for ordinary Portland cement blended with pulverised fuel ash, when this is allowed."

*ADD THE FOLLOWING SUBCLAUSE:*

"**PSG 5.5.16** **Applied loads**

No crushed-stone covering or any other loads shall be placed on the roof of the structure before the concrete has attained its design strength, unless approved supports are provided."

**PSG 6** **TOLERANCES**

**PSG 6.2** **PERMISSIBLE DEVIATIONS**

**PSG 6.2.3** **Specified permissible deviations**

*ADD THE FOLLOWING:*

"Degree-of-accuracy II is applicable.

Every specified permissible deviation is binding in itself. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations."

REPLACE SUBCLAUSE 6.2.3(d)(5) WITH THE FOLLOWING*:*

| | Permissible deviation | | |
|---|---|---|---|
| | Degree of accuracy | | |
| | III | II | I |
| | mm | mm | mm |
| "Vertically, per metre of height ..... | 5 | 3 | 2 |
| subject to a maximum of ..... | 50 | 30 | 10 |

**PSG 7 TESTS**

**PSG 7.1 <u>FACILITIES AND FREQUENCY OF SAMPLING</u>**

**PSG 7.1.1 <u>Facilities</u>**

*ADD THE FOLLOWING:*

"The Contractor shall provide sufficient storage capacity for the concrete cubes and shall test the cubes by means of an approved, calibrated cube testing press installed on Site in a manner approved by the Engineer, or shall arrange to have them tested by an approved laboratory.

The cost of all testing, including the cost of sampling, storage and transport of samples shall be included in the rates tendered for concrete work."

**PSG 7.3 <u>ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE</u>**

ADD THE FOLLOWING:

"Test results obtained from the supplier of ready-mixed concrete will not be accepted for evaluation in terms of Subclause 7.3, but samples for testing shall be taken of such concrete at the point of placing."

**3.3.0 PARTICULAR SPECIFICATION**

**PS ELECTRICAL INSTALLATION**

**<u>CONTENTS</u>**

PS 01 SCOPE

PS 02 SUITABILITY OF ELECTRICAL DESIGN FOR OPERATION OF MECHANICAL EQUIPMENT

**A : ADDITIONAL SPECIFICATION**

**B : SPECIFICATION FOR REINSTATEMENT OF ROADS**

# C : PROJECT ENVIROMENTAL AND OHS SPECIFICATION

## PS 01 SCOPE

This Particular Specification covers the electrical installation required for the project. It consists of two parts, viz a Standard Specification and a Project Specification, both of which are applicable to this specific project. In the case of discrepancies between the two, the latter specification shall have precedence.

## PS 02 SUITABILITY OF ELECTRICAL DESIGN FOR OPERATION OF MECHANICAL EQUIPMENT

The Contractor shall be responsible for checking the Engineer's design with regards to the method of starting and the method of control of all equipment to ensure that the conditions of warranty of all equipment supplied are not affected by the method of starting and control of such equipment. In the event of the Contractor not agreeing with the proposed design of starting and control circuits, such objections shall be given to the Engineer in writing within 14 days of receipt of the proposed designs, failing which, the designs shall be deemed to have been approved by the Contractor.

## PS 03 RESPONSIBILITY FOR FIRST ENERGIZING AND FOR FULL TESTING OF ALL ELECTRICALLY DRIVEN AND CONTROLLED EQUIPMENT

**PS 03.1** The Contractor shall be responsible for arranging for the first energizing of all circuits and controls to all electrically driven and controlled equipment. The Contractor shall ensure that all equipment and the Works in general is suitable for energizing and commissioning and shall ensure that all equipment functions correctly.

**PS 03.2** The Contractor shall, prior to energizing, ensure that all safety and protective devices are properly set. The Contractor shall do all tests specified by the Engineer and considered necessary to ensure proper and safe functioning of all equipment supplied under this Contract.

## PS 04 COMMISSIONING TESTS

The Contractor shall be responsible for doing all commissioning tests as specified by the Engineer and shall provide a duplicate copy of the full commissioning report as specified by the Engineer. The Contractor shall make all arrangements for these tests and shall give 48 hours prior notice thereof to the Engineer.

# UMSOBOMVU MUNICIPALITY

**BID NO. 07/10/2020**

**PROVISION OF TURNKEY SERVICES FOR DESIGN, AND INSTALLATION OF ELECTRICAL SERVICES (EZIMBACWINI- NORVALSPONT**

# Part C4: Site Information

**PAGE**

C4.1 Site Information

Drawing, "**Ezimbacwini - Norvalspont** - Schematic Layout" is issued with this document.