

UMZIMVUBU LOCAL MUNICIPALITY



BID NAME:

**COMPLETION OF ELECTRIFICATION IN VARIOUS WARDS THROUGH TURNKEY
APPROACH**

BID NO: UMZ/2022-23/INFRA/CAP/EL/EC/001

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

CONTACT PERSON: _____

BID PRICE: _____

Issued and by:
UMZIMVUBU LOCAL MUNICIPALITY
813 MAIN STREET
MOUNT FRERE
5010

Municipal Manager : G.P.T. Nota
Telephone : 039 – 255 8500



PART	DISCRIPTION	PAGE COLOUR	PAGE No.
PART T1: Tendering Procedures			
T1.1	Bid Notice & Invitation to Tender	White	4
T1.2	Tender Data	Pink	6
PART T2: Returnable Documents			
T2.1	List of Returnable Documents	Yellow	14
T2.2	Returnable Schedule	Yellow	14
PART C1: AGREEMENTS AND CONTRACT DATA			
C1.1	Form of Offer and Acceptance	Yellow	33
C1.2	Contract Data	Yellow	37
PART C2: PRICING DATA			
C2.1	Pricing Instructions	Yellow	48
C2.2	Schedule of Quantities	Yellow	49
PART 3: SCOPE OF WORK			
	Scope of Work	Blue	53 - 61

TENDER VOLUME PART T1: TENDERING PROCEDURES

67 Church Street, Mt Ayliff, 4735
Tel: +27 (0)39 254 6000
Fax: +27 (0) 39 255 0167
Web : www.umzimvubu.gov.za



813 Main Street , Mount Frere
P/ Bag 9020, Mt Frere , 5090
Tel: +27 (0)39 255 8500 /166
Fax: +27 (0) 39 255 0167

ADVERT DATE: 31 AUGUST 2022

COMPLETION OF ELECTRIFICATION IN VARIOUS WARDS THROUGH TURNKEY APPROACH

BID NO: UMZ/2022-23/INFRA/CAP/EL/EC/001:

All service providers are hereby invited for the above mentioned project with a minimum CIDB grading of 5EP or higher. Bid proposals from suitably qualified and accredited professional service providers to assist the Municipality in the electrification programme. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract, ECSA ethical guidelines, and NEC3.

2.1.1 MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEMEED TO BE NON-RESPONSIVE.

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, copy of company Registration/Founding Statement/CIPC Document. Certified BBBEE or original sworn affidavits, exempt certificate and a combined BBBEE for a joint venture (non-elimination item). Tenderers must hold good standing of Eskom vendor number, JV Agreement for Joint venture. 80/20 evaluation criteria. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. Compulsory submission MBD forms 4,6.1, 8 and 9 Declaration that a company does not owe municipal services for more than 30 days submission must be Billing Clearance certificate or Statement of Municipal Accounts, Affidavit, confirmation letter from Councillor with signed Letter on a company letter head declaring that a company does not pay municipal rates. Tender documents will be sold at a non-refundable fee of R451.00, soft copies will be available on E-tender portal or municipal website at no fee. No faxed, e-mailed, and late tenders will be accepted and take no responsibility for couriered documents. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration. There will be NO compulsory site meeting. Umzimvubu Local Municipality reserves the right not to appoint the lowest bidder and value for money will be the key determinant of appointment. All tenders must be deposited in the tender box situated at the reception of Umzimvubu Local Municipality Offices at 813 Main Street, Mt Frere not later than 12h00 noon on the **21 September 2022**, where they will be opened in public. All tenders must be clearly marked "Name of the project indicated above. The municipality will not make any award to person or persons working for the state. Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment.

PRE-QUALIFICATION

- 1.1.1.1 All bids will be subjected to a pre-qualification and will be required to achieve a minimum of 60% in order to be evaluated further.

Criteria	Maximum Points to be scored
Similar Experience of the engineering and Construction Company	40
Project Execution Plan / Methodology	30
Key personnel qualification and experience	30

Enquiries

All SCM related enquiries can be directed to Mr. T. Mbukushe at: (039) 255 8500, and Technical Enquiries to: Mr. LJ Moleko Tel: 039 255 8500 Fax: 039 255 0167, other enquiries regarding this Bid may be directed to the office of the Municipal Manager

:

GPT NOTA

MUNICIPAL MANAGER

1.2 BID EVALUATION CRITERIA

1.2.1.1.1 FUNCTIONALITY

The service provider must meet the minimum qualifying score of at least **60 points** as per criteria below.

Evaluation Criteria	Documentation / Evidence	Sub-Points	Total Points
1. Key personnel qualification and experience	1.1 Qualification of key personnel – National Diploma or B-Tech in Electrical Engineering and registered with ECSA with wireman’s licence, LV authorization licence and MV line authorization licence. Attached proof.	40	40
	1.2 Qualification of key personnel – National Diploma or B-Tech in Electrical Engineering with wireman’s licence, LV authorization licence and MV line authorization licence. Attached proof	30	
	Qualification of key personnel – National Diploma or B-Tech in Electrical Engineering and registered with ECSA with wireman’s licence and MV line authorization licence. Attached proof	20	
2. Similar Experience of the Construction Company	2.1 4X Projects of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.2 3 X Projects of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.3 2 X Projects of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.4 1 X Project of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. NB: Appointment Letter and reference must be from the same client.	30 20 15 10	30

3. Project Execution Plan / Methodology	3.1 Clear project execution plan, indicating how each activity and duration showing critical path will be executed. Attached Proof of ownership OR lease agreement of Plant and Equipment documentation for the project	30	30
	3.2 Clear project execution plan, indicating how each activity and duration showing critical path will be executed.	15	

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
B-BEE	- 20 points
Total	- 100 points

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING
DISQUALIFIED)**

Name Of Tenderer	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
Vat Registration Number	

Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
---	----------

Are you the accredited representative in South Africa for the good/Services offered	YES / NO (IF YES ENCLOSE PROOF)
---	------------------------------------

SIGNATURE OF TENDERER	
DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED, E.G. DIRECTOR	
TOTAL TENDER PRICE	

TENDER DATA

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

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

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

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The Tender Documents consist of the following:</p> <p>(a) This Project Document, which contains the following:</p> <p>PART T1: TENDERING PROCEDURES</p>

Clause Number	Data / Wording
	<p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Transfer of rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Drawings</p> <p>(b) Drawings (Attached under Page C 4.3)</p> <p>(c) 'General Conditions of Contract for Construction Works – New Edition 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015'- GCC 2015). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) 'The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'. This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(e) 'The Occupational Health and Safety Act No 85 and Amendment Act No 85 of 1993, and the Construction Regulations 2003' (Government Gazette No 10113 of 07 February 2014, Notice No 37305). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour:</p> <p>(i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004.</p>
F.1.4	<p>The Accounting Officer is:</p> <p>Name : Mr G.P.T. Nota</p>

Clause Number	Data / Wording
	Tel: (039) 255 8500 Fax: (039) 255 0167/1893 E-mail : Nota.Tobela@umzimvubu.gov.za
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. <p>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of 5 EP or Higher, as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract:</p> <p>In terms of the Umzimvubu Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to the Umzimvubu Municipality are required to register on the Database.</p> <p>(1) Application forms may be obtained by phoning 039 255 8500</p>
F.2.7	<p>The arrangements and venue for the Clarification Meeting are:</p> <p>Venue: Umzimvubu Municipal offices, 813 Main Street, KWABHACA (Mount Frere) Municipal Hall</p> <p>Contact person: Mr. L. Moleko Tel: (039) 255 8500 Fax: (039) 255 0167 Email : Moleko.Lebohang@umzimvubu.gov.za</p> <p>SCM Enquiries : Mr. T Mbukushe Tel: (039) 255 8500 Fax: (039) 255 0167 Email: Mbukushe.Themba@umzimvubu.gov.za</p> <p>ENQUIRIES: All SCM related enquiries can be directed to Mr. T. Mbukushe at: (039) 255 8500 and Technical Enquiries to: Mr. L Moleko Tel: 039 255 8500 Fax: 039 255 0167, other enquiries regarding this Bid may be directed to the office of the Municipal Manager:</p>
F.2.8	

Clause Number	Data / Wording
	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.2.10	All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.12	The requirements are as described in Clause 1212 'ALTERNATIVE DESIGNS AND OFFERS' of 'The COLTO Standard Specification for Road and Bridge Works for State Road Authorities 1998 edition'.
F.2.13	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: In the Foyer, Umzimvubu Local Municipality</p> <p>Physical Address: 183 Main Street, Mount Frere</p> <p>Identification Details: Completion of electrification in various villages through turnkey approach</p> <p style="text-align: right;">Contract No UMZ/2022-23/INFRA/CAP/EL/EC/001</p> <p>F.2.13.6 A two-envelope system will <u>not be followed</u>.</p>
F.2.15	<p>The closing time for submission of Tender Offers is:</p> <p>12h00 ON 21 September 2022</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	The tender offer validity period is 90 days from the closing time for submission of tenders.
F.2.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
F.2.22	This is not applicable.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
F.3.1	Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.2	Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time :12h00 Date: 21 September 2022</p> <p>Location / Venue: Umzimvubu Local Municipality Reception, Kwabhaca (Mount Frere).</p>

Clause Number	Data / Wording
F.3.5	A two-envelope system will <u>not be followed</u> .

T2. RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
 - a) Returnable Schedules in T2.2.
 - b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
 - c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
 - d) Pricing Data in C2.2: Schedule of Quantities.

2. VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory/mandatory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected. "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents. A BID WILL BE REJECTED:

- 2.1. Tax clearance certificate or copy thereof or TCS Pin number (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted). As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit a valid tax clearance certificate with their bid will be requested in writing to submit their tax clearance certificate within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected. In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filing through the website www.sars.gov.za.
- 2.2. If any of the evaluation criteria pages have been removed from the bid document, and have therefore, not been submitted.
- 2.3.1. In the event of a failure to complete and sign in full the schedule of quantities as required.
- 2.3.2. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialing next to the amended rates or information, however in cases where the total amount has not been affected the bid will still be acceptable.
- 2.3.3. In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil)
- 2.3.4. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)
- 2.3.5. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- 2.3.6. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
- 2.3.7. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
- 2.3.8. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

- 2.3.9.** The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- who is in the service of the state, or;
 - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
 - If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
- 3.** If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 4.** In the event of non-submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:
- If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
 - If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
 - If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (10.1) and (10.2) above for each of its financial years since commencing business.
 - If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not submit Annual Financial Statements (if required) with their bid will be requested in writing to submit their Annual Financial Statements within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to submit before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.
- 5.** Please check special requirements in scope of work in document for additional attachments
- 6.** If the following have not been fully completed and signed:
- FORM “A” - Declaration of Interest (MBD 4)
 - FORM “B” - Declaration for Procurement above R50 Million (if applicable) (MBD 6.1)
 - FORM “C” - Declaration of Bidder’s Past SCM Practices (MBD 8)
 - FORM “D” - Certificate of Independent Bid Determination (MB9)
(if applicable)
- 7.** As per Supply Chain Management Circular No. 1/2013 – recommended bidders that did not complete and sign all relevant declarations in the bid document will be requested in writing to complete and sign relevant declarations within five working days for inclusion in the Bid Evaluation Committee item, if a bidder fails to complete and sign before 12:00 on the 5th working day after the date of request, the relevant bid will be rejected.

T2.2 RETURNABLE SCHEDULES

A	CERTIFICATE OF ATTENDANCE (Not Compulsory).....	T17
B	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T18
C	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T19
D	CERTIFICATE OF AUTHORITY.....	T21
E	PLANT AND EQUIPMENT.....	T26
F	EXPERIENCE OF TENDERER.....	T27
G	PROPOSED SUB CONTRACTORS.....	T28
H	KEY PERSONNEL.....	T29
I	DEVIATIONS AND QUALIFICATIONS.....	T30
J	CONTRACTOR'S HEALTH AND SAFETY DECLARATION.....	T31
K	TAX CLEARANCE CERTIFICATE.....	T33
L	PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS).....	T34
	MBD 4.....	T35
	MBD 6.1.....	T38
	MBD 8.....	T45
	MBD 9.....	T47

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

A. CERTIFICATE OF ATTENDANCE (Not Compulsory to be signed as this will be checked on-site inspection attendance register)

This is to certify that (*Tenderer*)

of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers **at the Umzimvubu Local Municipality offices, KwaBhaca (Mount Frere)**

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

Particulars of person attending the meeting:

Name:

Signature:

Capacity:

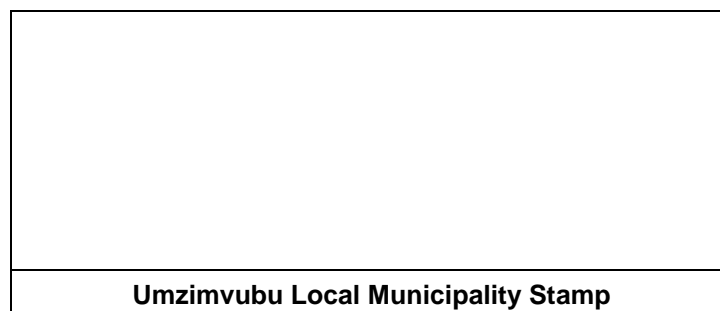
Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:

Name: Z.Qwane

Signature:

Capacity: PROJECT MANAGER

Date and Time:



B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE	DESCRIPTION

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

D. CERTIFICATE OF AUTHORITY

The tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

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

The tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

business trading as:.....

Specimen Signature of Sole Owner:

Date:

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Sole Proprietorships.

(II) 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 documents in connection with the tender
 for Contract No. and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Close Corporations.

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms ,

acting in the capacity of , to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Partnerships.

(IV) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors

of, hereby confirm that by resolution of the Board

(copy attached) taken on 20.....,

Mr/Ms, acting in the capacity of

....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are companies.

(V) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms,

authorized signatory of the company

acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer for,

Contract 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 SIGNATURE, NAME AND CAPACITY

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

Specimen Signature of Signatory:

Date:

E. PLANT AND EQUIPMENT

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

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

- (a) **Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

SIGNATURE:

DATE:

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

Note: 1. Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

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

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

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

T24

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

[illegible]

SIGNATURE:

T25

H. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

(The compiler to indicate the designations that will be required for the project)

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Site Agent	Name: Qualification.:			
Site Foreman	Name: Years' Experience:			
Other Specify:	Name: Years' Experience:			
Other Specify:	Name: Years' Experience:			

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

I. DEVIATIONS AND QUALIFICATIONS

[illegible]

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

J. 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 OHSA 1993 Construction Regulations 2003, 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?

(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 in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

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

SIGNATURE:

DATE:

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

K. TAX CLEARANCE CERTIFICATE

The tenderer is to attach an original Tax Clearance Certificate issued by the South African Revenue Services (SARS) to this page.

Failure to submit original and valid Tax Clearance Certificates may invalidate the tender.

L. PREFERENCING SCHEDULE (DIRECT PREFERENCES)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 & THE CONTRACT FORM – RENDERING OF SERVICES.

MBD 4	T34
MBD 6.1	T38
MBD 6.2	T43
MBD 8	T44
MBD 9	T46

MBD 4**DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

.....

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

.....

3.4 Company Registration Number:

3.5

3.6 Tax Reference Number:

.....

3.7 VAT Registration Number:

.....

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

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

3.8.1 If yes, furnish particulars.....

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company’s director’s trustees, managers, Principle shareholders or stakeholders in service of the state?
YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1

of the Broad-Based Black Economic Empowerment Act;

- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

and

- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 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.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name _____ of
company/firm:.....

9.2 VAT _____ registration
number:.....

9.3 Company _____ registration
number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of..... that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

TABLE OF CONTENTS	Page	Colour
C1: AGREEMENTS AND CONTRACT DATA		
C1.1: FORM OF OFFER AND ACCEPTANCE	C3	Green
C1.2: CONTRACT DATA	C7	Green
C1.2.1: CONDITIONS OF CONTRACT	C8	Green
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C9	Green
PART B: DATA PROVIDED BY THE CONTRACTOR	C11	Green
C1.3: FORM OF GUARANTEE	C12	Green
C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993		C14 White
C2: PRICING DATA		
C2.1: PRICING INSTRUCTIONS	C16	Yellow
C2.2: SCHEDULE OF QUANTITIES	C20	Yellow
C3: SCOPE OF WORK		
TABLE OF CONTENTS	C22	Pink
C3.1: STANDARD SPECIFICATIONS	C23	Pink
C3.2: PROJECT SPECIFICATIONS	C23	Pink
C3.3: PARTICULAR SPECIFICATIONS	C43-C59	Pink
C 4: SITE INFORMATION		
TABLE OF CONTENTS	C59	Pink
C4.1: LOCALITY PLANS	C61	White
C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS	C62	White
C4.3: DRAWINGS	C63	White

C1: AGREEMENTS AND CONTRACT DATA**C1.1 FORM OF OFFER AND ACCEPTANCE****A. OFFER**

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

Completion of electrification in various villages through turnkey

UMZ/2022-23 /INFRA/CAP/ EL/001

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: Email:

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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 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 7 of the General Conditions of Contract 2015 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, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by 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 agreement 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: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA**C1.2.1: CONDITIONS OF CONTRACT**

TABLE OF CONTENTS	PAGE NO.
C1.2.1.1 GENERAL CONDITIONS OF CONTRACT	C8
C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT	C8
C1.2.1.2.1 GENERAL	C8
C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 3rd Edition 2015	C8

C1.2.1 CONDITIONS OF CONTRACT**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works - New Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

SCC 1.1.4. reads " The Commencement date shall be the date of the Site Handover Meeting".

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.1.15: Clause 1.2.1.2:	Name of Employer: Umzimvubu Municipality Address of Employer: <u>Physical:</u> 813 Main Street Mount Frere 5010 <u>Postal:</u> Private Bag X 9020 Mount Frere 5010 E-Mail: Nota.Tobela@umzimvubu.gov.za Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 1.1.1.16: Clause 1.2.1.2:	Name of Engineer: Mr L. Moleko Address of Engineer: <u>Physical:</u> 813 Main Street Mount Frere 5010 <u>Postal:</u> Private Bag X 9020 Mount Frere 5010 E-Mail: Moleko.Lebohang@umzimvubu.gov.za Telephone No: (039) 255 8500 Fax No: (039) 255 0167
Clause 5.1.1 & 5.8.1:	Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 5.8.1:	The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 15 January of the next year.
Clause 5.3.2:	The time to deliver the Guarantee is within 14 days of the Commencement Date. The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.
Clause 5.3:	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
Clause 5.3.2:	The Contractor shall deliver his programme of work within 7 days of the Commencement Date.
Clause 8.6	Insurance to be effected by the Contractor.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>Nil</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R2 000 000,00 (two million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
Clause 5.14:	The Works shall be completed as set out in the Scope of Works: <ul style="list-style-type: none"> • In 06 months including special non-working days
Clause 5.13.1:	The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day.
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule :</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <p>a = [0, 25] (labour)</p> <p>b = [0, 30] (contractor's equipment)</p> <p>c = [0, 25] (material)</p> <p>d = [0, 20] (fuel)</p> <p>The area nearest the Site is Durban</p> <p>The labour index will be as published by STATSSA for the Eastern Cape</p>
Clause 6.8.3:	Price adjustments for variations in the cost of special materials is allowed.
Clause 6.10.1.5:	The percentage limit on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10% to a minimum of 5%..
Clause 6.2:	A Retention Money Guarantee is Not Permitted .
Clause 10.7.1:	Dispute Resolution shall be by Mediation.

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

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
Clause 1.1.8:	Name of the Contractor:
Clause 1.2.2:	Address of the Contractor: <div><div><u>Physical:</u></div><div><u>Postal:</u></div></div>

C1.3: FORM OF GUARANTEE**PRO FORMA****2.1.1 FORM OF GUARANTEE**

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

GUARANTOR DETAILS AND DEFINITIONS

Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

.....

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

- 1.1** Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
- 1.1.1** From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
- R.....
- (Amount in words)
- 1.1.2** From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
- R.....
- (Amount in words)
- 1.2** The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

- 2.1** Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2** The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3** The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1** The Guarantor hereby acknowledges that:
- 3.1.1** Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2** Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3** Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5** Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6** Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7** Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

- 3.8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9** The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10** This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11** This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12** Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

THIS AGREEMENT is made between The Umzimvubu Local Municipality.
(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 Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT No. UMZ/2022-23 /INFRA/CAP/EL/001

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 OHS Act 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 the EMPLOYER 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.

PRICING INSTRUKCTION**C2.1 Pricing assumptions: Option B****1. The conditions of contract****1.1 How work is priced and assessed for payment**

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11 11.2	<p>(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(28) The Price for Work Done to Date is the total of</p> <p>The quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and</p> <p>a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.</p> <p>Completed work is work without Defects, which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>
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This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2 Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3 Guidance before pricing and measuring

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events

2. Measurement and payment

2.1 Symbols

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No. Prov	=	number
sum ¹	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.

- 2.2.4. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due.
- 2.2.5. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

2.3.1.1. Bill of Quantity

2.3.1.2. Scope of Work

2.3.1.3. Drawings

2.3.1.4. Specifications

C2.2. SCHEDULE OF QUANTITIES

UMZUMVUBU LOCAL MUNICIPALITY

**CONTRACT No. UMZ/2022-23 /INFRA/CAP/ EL/001
FOR
COMPLETION OF ELECTRIFICATION IN VARIOUS VILLAGES**

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Schedule of Quantities brought forward:	
SUBTOTAL 1	R
Add 5% Contingencies	R
SUBTOTAL 2	R
Add: VAT (15% of SUBTOTAL 2)	R
TOTAL CARRIED FORWARD TO FORM OF OFFER	R

Signed on behalf of the Tenderer: (Signature)
.....

Date:

Tenderer's Name: (Company Name)

C.3 Scope of Work

The word “works” as used in Conditions of Contract and Contract Data for this contract is

- The title given to the asset which the Contractor is required to provide if this contract is to be used for new work, or
- It is the title of the services to be provided if this contract is used for maintenance work.

Amplify the meaning of the word works here to give a more detailed (but still overall) description of what the Contractor is required to do by including (for example) reference to general arrangement of the works and their location (new works) or a more detailed description of the services if it used for maintenance work.

The following scope of work shall be undertaken to ensure that the objectives of this project are achieved.

The works comprises of completions of electrification with 587 connections in various Village located within uMzimvubu Local Municipality.

The Works should be executed in total to Eskom’s discretion, as per designs and in accordance with the relevant specifications and Eskom standards.

The existing infrastructure consists of MV of 2-phase and 3-phase overhead Fox conductor. The LV comprises of 1/2/3-phase 70/35mm² bundle conductor supported by 9m wooden poles. Final ADMD is 1.2kVA per connection. All the existing single pole mounted transformers are out-of-line type D-DT1866 (Sht 4 Rev 7) and platform mounted TRFRs are to be installed to DDT1865B specification. Both MV and LV reticulation run Street front except where this practice is deemed impractical. The house connections are made of 1kV 6mm² concentric cables (with communication) from pole top-box. All 20A prepaid split meters shall be installed in U7 boxes outside the wall.

Access to the Site

To be communicated by the project manager during site briefing meeting.

Existing services

The relevant service provider is to be notified immediately if any service requires relocation.

Engineer’s campsite

provision has been made for an Engineer as it is a turnkey approach

Climate

Mt Frere has a fair climate and the temperatures ranges between 10 and 35 degrees in summer. In winter temperatures are very cold. There is less rain in winter. Most areas are very dry.

Environment

The Contractor’s attention is called to clause B1233 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

Community Liaison Officer (CLO)

The ward councillor in whose wards work is to be done will collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor at the Site Handover Meeting. The Contractor will be required to enter into a written agreement with the CLO that specifies:

- Designation;
- The wage rate;
- Hours of work;
- Duration of appointment;
- The CLO's responsibility should include the following:
 1. Attend monthly site meetings;
 2. Assisting in all respects relating to the recruitment of local labour;
 3. Acting as a source of information for the community and councillors on any issue related to the contract;
 4. Keep the Contractor informed on community issues that may affect the contract;
 5. Set up meetings and mediate if any labour dispute arises;
 6. Keep a written record of all labour related issues
 7. Any other duties the Contractor may request the CLO to undertake, only with prior consultation;

The Contractor shall have the right to determine the number of labourers required at any given time, which will vary throughout the duration of the contract.

Labour

Local labour is to be used and the employment of such labour is to be effected by the Contractor through Community Liaison Officer (CLO) within the Umzimvubu Municipal area. The CLO shall assist the Contractor with the recruitment of local labourers to ensure an equitable distribution of people employed from those wards in the vicinity of the works at a rate of R4500 Monthly.

The minimum labour rate is R 140/day in accordance with the Municipal Infrastructure – An Industry Guide to Infrastructure Service Delivery Levels and Unit Costs by Co-operative Governance & Traditional Affairs.

Power supply and other services

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

Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and the CLO associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause B1233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

Security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be

deemed to be included in the amount tendered for item 13.01(c) (The contractor's general obligations: Time-related obligations).

Additional requirements for construction activities

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

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

Construction programme

The construction programme is to be submitted to the Engineer for approval within 7 days of the Site Handover meeting.

The construction programme must show the following information:

- Baseline dates (start date/finish date/duration of all activities);
- Non-working days (Sundays/public holidays/contractor long weekends);

C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

C4.1 LOCALITY PLANS