



EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 -
CONSTRUCTION OF A 11, 5 km, 132 kV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (RE-ADVERT)

CIDB REFERENCE NUMBER: 100072891

TENDERER:

TENDER PRICE (INCL.VAT):

CIDB REGISTRATIONNUMBER:

CIDB GRADING:

BBBEE LEVEL OF

CONTRIBUTION:

**CSD REGISTRATION
NUMBER:**

EMPLOYER:
EMALAHLENI LOCAL MUNICIPALITY
PO Box 3
Emalahleni, Mpumalanga,
1035

Contact Person: **Mr E. Sedupane**

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COMPILED BY:
LYON AND PARTNERS (PTY) LTD
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EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE

CONTRACT NUMBER: ELM 07/2021 (READVERT)

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(a) PROCUREMENT DOCUMENT

FOREWORD

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

The **TENDER** consists of two parts, namely:

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

The **CONTRACT** consists of four parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work** (*specifications*);
- **C4: Site Information**
- **C5: Annexures and Drawings**

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

Note: *Each tenderer must complete the summary for tender opening purposes included hereafter.*

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(b) SUMMARY FOR TENDER OPENING PURPOSES FIRST ENVELOPE

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with Schedules 2A, 1E, 1F and 1H]

Name of Contractor submitting the tender:

Details of contract person:

Name (*print*):

Telephone No:..... Fax No:

e-mail address:

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

SIGNATURE:
(*of person authorised to sign the tender*)

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(c) SUMMARY FOR TENDER OPENING PURPOSES SECOND ENVELOPE

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

Name of Contractor submitting the tender:

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

Alternative Tender offered? (*Yes/No*)

If "Yes" state amount: R.....

Preference points: (a) BBBEE level of contribution:

(b) BBBEE points claimed.....

Specified Time for Completion:

Alternative time for completion offered? (*Yes or No*)

If "Yes", state time offered

Discounts offered? (*Yes/No*)

Details of discounts offered:

.....

Details of contract person:

Name (*print*):

Telephone No:..... Fax No:

e-mail address:

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

SIGNATURE:

(*of person authorised to sign the tender*)

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PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11, 5 KM, 132 KV OVERHEAD LINE.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Emalahleni Local Municipality invites tenders for the construction of a 11,5 km, 132 kV Overhead Line from Eskom Vulcan MTS to Siyanqoba Substation and the installation of a 20 MVA, 132/11 kV Power Transformer at Siyanqoba Substation.

It is a condition of contract that tenderers should have a CIDB contractor grading designation of 7EP or higher.

Preferences are offered to tenderers who enhance the local and regional economy (local contractors) and who promote broad-based black economic empowerment (BBBEE).

Tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.

Document will be available for downloading on the following websites: www.emalahleni.gov.za or www.etenders.gov.za

The Physical Address for the delivery of Tender documents is:
CNR Mandela & Arras Street, Emalahleni, 1035 Tel No.: 013 690 6497

Queries relating to the issue of these documents and administrative matters may be addressed to: The ELM PMU Manager, Mr Edwin. Sedupane, Tel No.; (013) 690 6298;
E-mail: sedupaneme@emalahleni.gov.za

Technical queries may be addressed to: Mr. C de Beer, Tel No.: (016) 981 6270; Fax No.: 016 933 0277,
E-mail: christo@lyon.co.za

A non-compulsory site briefing with representatives of the Employer will take place on Thursday, 04 November 2021 starting at 10h00 at the Emalahleni Local Municipality - City Hall

The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Monopole Pylons	100 %
Powerline Hardware	100 %
Electrical and telecom cables	90 %
Transformers (Class 1)	80 %

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution.

Duly completed tenders/bids must be sealed in an envelope clearly marked: **"PROJECT NO. ELM 07/2021 (RE-ADVERT): '40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 km, 132 KV OVERHEAD LINE'"** with **"NAME of TENDERER"** and placed in the **tender box** on the **First floor**, Emalahleni Local Municipality, Civic Centre, Corner Mandela & Arras Street, eMalahleni 1035 **by no later than 11h00 on Friday, 26 November 2021**, the closing date, where they will be opened in public.

The closing time for receipt of tenders is **11:00 hrs on Friday, 26 November 2021**. It should be noted that the closing of the tender will only be administered at EMALAHLENI LOCAL MUNICIPALITY office, Civic Centre Mandela Street, Emalahleni. Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to

accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful

Mr H.S. Mayisela

MUNICIPAL MANAGER

EMALAHLENI LOCAL MUNICIPALITY

Civic Centre P.O Box 3, 29 Mandela Street, eMalahleni, 1035 www.emalahleni.gov.za

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T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.co.za) and included as Appendix A in this document. The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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

Clause	Addition or Variation to Standard Conditions of Tender
F.1 F1.1	General Actions The Employer is: EMALAHLENI LOCAL MUNICIPALITY.
F.1.2	Tender Documents The tender documents issued by the employer comprise: PART T1: TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2: RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Guarantee C1.4: Adjudicator's Agreement (if applicable) PART C2: PRICING DATA C2.1: Pricing Instructions C2.2: Bills of Quantities PART C3: SCOPE OF WORKS C3 Scope of Works C3.1 Project Specifications C3.2 Technical Schedules C3.3 General Specification

Clause	Addition or Variation to Standard Conditions of Tender
	<p>PART C4: SITE INFORMATION</p> <p>PART C5: ANNEXURES AND DRAWINGS</p> <p>Annexure 1: Employer H & S Specification</p> <p>Annexure 2: Employer Environmental Specification</p> <p>Annexure 3: Drawings</p>
F.1.4	<p>The Employer's agent is:</p> <p>LYON AND PARTNERS (PTY) LTD</p> <p>P.O. Box 3925</p> <p>Vanderbijlpark</p> <p>1900</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The Employer is not obliged to accept the lowest or any tender offer.</p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>Availability of resources.</p> <p>Availability of skills to manage and perform the contract – including staffs which satisfy EPWP requirements.</p> <p>Previous experience on contracts of a similar value and nature.</p> <p>a) Financial standing and capability.</p> <p>b) Cost effective and practical method statement.</p> <p>A Tenderer will not be eligible to submit a tender if:</p> <ol style="list-style-type: none"> 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; The Tenderer does not have the legal capacity to enter into the contract; 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, under Business Rescue as provided for in chapter 6 of the Companies Act 2008, or is subject to legal proceedings in respect of the foregoing; The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; 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 those Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation 7EP or higher as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> Every member of the joint venture is registered with CIDB the lead partner has a contractor grading designation in the EP class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction works.

Clause	Addition or Variation to Standard Conditions of Tender
	Tenderers are advised to study Appendix B: EMALAHLENI LOCAL MUNICIPALITY – SUPPLY CHAIN MANAGEMENT PROCUREMENT POLICY when completing Schedule and claiming points.
F.2.7	<p>c) The arrangements for a non-compulsory clarification meeting are:</p> <p>d) A non-compulsory clarification meeting with representatives of the Employer will take place at Emalahleni Local Municipality, City Hall, on Thursday, 4 November 2021.</p> <p>Starting time: 10h00</p>
F.2.10	<p><u>Value Added Tax</u></p> <p>(a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective</p>
F.2.11	<p>Add the following:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. The use of tippex or pencil will not be accepted.</p>
F.2.12	Alternative tender offers will NOT be considered.
F.2.13.3	(c) Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
F.2.13.5 F.2.15.1	<p>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: EMALAHLENI LOCAL MUNICIPALITY HEAD OFFICE</p> <p>Physical address : Civic Centre P.O Box 3, 29 Mandela Street eMalahleni, eMalahleni, 1035</p> <p>Identification details : MUNICIPAL MANAGER, EMALAHLENI LOCAL MUNICIPALITY, PROJECT NO. ELM 07/2021 - 40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 km, 132 kV OVERHEAD LINE.</p> <p>Postal address : EMALAHLENI LOCAL MUNICIPALITY PO BOX 3, EMALAHLENI, 1039</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender. Only the first envelope containing functionality assessment to be opened during the public sitting.
F.2.16	The tender offer validity period is ninety (90) days.
F2.18	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.23	<p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> 1) Joint Venture Agreement and Power of Attorney in case of Joint Ventures; 2) Broad Based Black Economic Empowerment Verification Certificate 3) CSD report 4) Proof of Construction Industry Development Board (CIDB) grading

Clause	Addition or Variation to Standard Conditions of Tender
	<p>5) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);</p> <p>6) Form of intent by a bank or insurance company to provide a performance guarantee; (for open Tenders)</p> <p>A Certified Copy of the Company registration documents; and</p>
	<p>Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property</p> <p>particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R25 million incl. VAT)</p>
F.3.4	The time and location for opening of the tender offers are in accordance with F.2.15
F.3.5	The two-envelope system will apply to this tender. The first envelope will contain the Functionality assessment and the second will contain the Financial and Preference assessment along with all the other returnable schedules and documents not provided in the first envelope.
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference. The responsive tender with the highest total points as defined below is the preferred tender.</p> <p>Method 2: Functionality, Price and Preference</p> <p>Evaluation Methodology</p> <p>Tenders will be evaluated on price and preference. It is important that the relevant information is included to enable the tenders to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified.</p>
F3.11.3	<p>1) Scoring functionality:</p> <p>The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all relevant information in order to be pre-evaluated on the criteria mentioned below:</p> <p>NB. TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD CRITERIA OF 65 POINTS FOR OVERALL FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION, BASED ON PRICE AND PREFERENCE.</p> <p>Incomplete forms will be disregarded and will be considered as non-responsive.</p> <p>TENDERERS MUST COMPLETE SCHEDULES 1E, 1F, 1G, 1H, 1M AND SUBMIT DOCUMENTS AS DESCRIBED IN 2C, 2E, 2G, 2J, 3C, 3E AND 3F BELOW IN ORDER TO BE AWARDED POINTS.</p> <p><u>1) Company's relevant experience – 20 points</u></p> <p>Note: Failure to provide completion certificate(s) and Schedule 1E will result in no points being awarded. Tenderer's High Voltage (88 kV or higher) overhead line works experience completed successfully on or after 30 June 2016 (Maximum 20 points).</p> <ul style="list-style-type: none"> • 1 project = 5 points • 2 projects = 10 points • 3 projects = 15 points • 4 or more projects = 20 points <p><u>2) Relevant Key Personnel Experience – 20 points</u></p> <p>This project is estimated to require the following personnel:</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>2.1 Site Agent – Points will only be awarded for one of the Site Agent sections (2.1.1 OR 2.1.2) below:</p> <p>2.1.1 Site Agent / Project Manager with a relevant technical qualification in Electrical Engineering or Project Management with relevant High Voltage (88 kV or higher) overhead line works experience in the capacity as the Site Agent / Project Manager (Maximum 8 points) – Schedule 1M:</p> <p>Maximum 8 points for projects:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1.5 points • 2 projects = 3 points • 3 projects = 4 points • 4 points will be allocated for the relevant qualification. <p>2.1.2 Site Agent / Project Manager with no relevant technical qualification in Electrical Engineering or Project Management with relevant High Voltage (88 kV or higher) overhead line works experience in the capacity as the Site Agent / Project Manager</p> <p>Maximum 4 points for projects:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1.5 points • 2 projects = 3 points • 3 projects = 4 points <p>2.2 Construction Manager / General Foreman with a relevant qualification with High Voltage (88 kV or higher) overhead line works experience in the capacity as general foreman (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p>2.3 Safety Officer registered with SACPCMP as a Construction Health and Safety Officer (Maximum 3 points) – Schedule 1M:</p> <p>3 points allocated for Safety Officer being registered with SACPCMP. Note: Failure to provide proof of Registration will result in no points being awarded (0 out of 3 for Registration).</p> <p>2.4 Civil Engineer with a relevant qualification with High Voltage (88 kV or higher) overhead line works experience (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p>2.5 Foremen with a relevant qualification with High Voltage (88 kV or higher) overhead line works experience in the capacity as general foreman (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p><u>3) Generic Method Statement for the Construction of a High Voltage (88 kV or higher) overhead line (Maximum 25 points) – Schedule 1M: + risk management</u></p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Provide a generic method statement to describe the typically steps, methods, practices, and techniques followed in the construction of High Voltage (88 kV or higher) overhead lines based on the Contractors experience and knowledge, including the critical quality check points. Please include the preliminary concrete mix design and formwork system. (Schedule 1H).</p> <p>The method statements will be evaluated based on:</p> <ol style="list-style-type: none"> 1. If the method statement submitted relates to the construction of High Voltage (88 kV or higher) overhead lines, 2. If the critical points were identified and adequate control measures are described, 3. If the techniques described is specific to the construction of high voltage (88 kV or higher) overhead lines. <ul style="list-style-type: none"> • 0 points will be awarded if none of the above points were met, • 7 points will be awarded if one of the above points were met, • 12 points will be awarded if two of the above points were met, • 17 points will be awarded if three of the above points were met, • 25 points will be awarded if all the above points were met. <p><u>4) Ownership of Plant and equipment available to use for this project (Maximum points 10) – Schedule 1G</u></p> <ul style="list-style-type: none"> • 0 points will be awarded if the specified plant/equipment is not available for the execution of the project. • 2 points will be awarded for the ownership and availability of a 5 ton crane truck (or larger). • 2 points will be awarded for the ownership and availability of two 1 ton LDV. • 3 points will be awarded for the ownership and availability of a hydraulic crimper with at least 60 tons crimping capacity. Photo of crimper with proof of serial number and calibration certificate. • 3 point will be awarded for the ownership and availability of tension stringing equipment. Photo of tension stringing equipment with proof of serial number and calibration certificate. • 1 point will be awarded if the 5 ton crane truck (or larger) is rented. • 1 points will be awarded if the two 1 ton LDV's are rented. • 1.5 points will be awarded if a hydraulic crimper with at least 60 tons crimping capacity is rented. Photo of crimper with proof of serial number and calibration certificate. • 1. 5 will be awarded of the tension stringing equipment is rented. Photo of tension stringing equipment with proof of serial number and calibration certificate. <p>Note: Failure to provide a duly completed Lease Agreement for all rental equipment between the rental company and the tender, will result in no points being awarded.</p> <p><u>5) Social development Plan (Maximum points 5) – Schedule 2K</u></p> <p>The Tenderer must attach at Schedule 2K their Social Development Plan which outlines how the Tenderer will address the critical challenges of poverty, unemployment and inequality, over the short and medium term, with a focus on deepening social assistance and extending the scope of social security; reforming the social welfare sector and its services to deliver better results and strengthening community development. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.</p> <ul style="list-style-type: none"> • 5 points will be awarded for a detailed, well developed Plan, • 4 points will be awarded for a detailed Plan, • 3 points will be awarded for a basic Plan, • 2 points will be awarded for a generic Plan, • 1 point will be awarded for a Plan, • 0 points will be awarded for no Plan. <p><u>6) Health and Safety Plan (Maximum points 5) – Schedule 3C</u></p> <p>The Tenderer must attach at Schedule 3C their Health and Safety Plan. A maximum of 5 points</p>

Clause	Addition or Variation to Standard Conditions of Tender															
	<p>will be awarded for this section, based on how detailed and well developed the Health and Safety Plan is.</p> <ul style="list-style-type: none">• 5 points will be awarded for a detailed, well developed Plan,• 4 points will be awarded for a detailed Plan,• 3 points will be awarded for a basic Plan,• 2 points will be awarded for a generic Plan,• 1 point will be awarded for a Plan,• 0 points will be awarded for no Plan. <p><u>7) Quality Control Plan (Maximum points 5) – Schedule 3E</u></p> <p>The Tenderer must attach at Schedule 3E their Quality Control Plan. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Quality Control is.</p> <ul style="list-style-type: none">• 5 points will be awarded for a detailed, well developed Plan or ISO 9001 accreditation,• 4 points will be awarded for a detailed Plan,• 3 points will be awarded for a basic Plan,• 2 points will be awarded for a generic Plan,• 1 point will be awarded for a Plan,• 0 points will be awarded for no Plan. <p><u>8) Bank rating and 3-years financial statements (Maximum points 10) – Schedule 2C & 2E</u></p> <p>The Tenderer must attach at Schedule 2C & 2E their audited financial statements for the past 3-years and a CSD report which is not older than May 2021. A maximum of 10 points will be awarded for this section, should it be found that the company’s financial standing is healthy.</p> <ul style="list-style-type: none">• 10 points will be awarded if both the CSD report and the 3-year financial statements are found to be in good order.• 7 points will be awarded if only the 3-year financial statements is found to be in good order.• 3 points will be awarded if only the CSD report is found to be in good order. <p>0 points will be awarded for unfavourable results or no documentation provided for both the CSD report and the 3-year financial statements.</p>															
F3.11.6	Score price, preference and functionality, as relevant to one (1) decimal place.															
F3.11.7	<p>It is estimated that value of this Tender will not exceed R 50 000 000.00 therefore the 80/20 preference points system for acquisition of services will be used.</p> <p>The Tender evaluation will be conducted as follows:</p> <ul style="list-style-type: none">• Price = 80,• B-BBEE =20 <p>Score price of remaining responsive tender offers using the following formula: NFO = W1 x A</p> <p>where: NFO is the number of tender evaluation points awarded for price. W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data. A is a number calculated using formula 2 option 1 as described in Table F.1 in the Standard for Uniformity in Construction Procurement published in July 2015.</p>															
	<p>NFO = W1 x A</p> <p>Where:</p> <table><tr><td>NFO</td><td>=</td><td>number of tender evaluation points awarded for the financial offer;</td></tr><tr><td>W1</td><td>=</td><td>80 points for rand value under R 50 000 000.00;</td></tr><tr><td>A</td><td>=</td><td>[1-(P-Pm)/Pm] (a negative A will be regarded as unrealistically high)</td></tr><tr><td>Pm</td><td>=</td><td>the rand value of the lowest comparative offer;</td></tr><tr><td>P</td><td>=</td><td>the rand value of the Tender Offer under consideration</td></tr></table>	NFO	=	number of tender evaluation points awarded for the financial offer;	W1	=	80 points for rand value under R 50 000 000.00;	A	=	[1-(P-Pm)/Pm] (a negative A will be regarded as unrealistically high)	Pm	=	the rand value of the lowest comparative offer;	P	=	the rand value of the Tender Offer under consideration
NFO	=	number of tender evaluation points awarded for the financial offer;														
W1	=	80 points for rand value under R 50 000 000.00;														
A	=	[1-(P-Pm)/Pm] (a negative A will be regarded as unrealistically high)														
Pm	=	the rand value of the lowest comparative offer;														
P	=	the rand value of the Tender Offer under consideration														
F.3.11.8	Scoring Preferences will be done in accordance with Schedule MBD 6.1															
F.3.11.10	Risk Analysis															

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> (a) Reasonableness of the financial offer (b) Reasonableness of the unit rates and prices (c) The tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate competence in both professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract etc. (d) Financial Bank Rating <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources, skills and competence.</p>
F.3.13.1	<p>Tender offers will only be accepted on condition that the tenderer:</p> <ul style="list-style-type: none"> a) Is registered with the Construction Industry Development Board in an appropriate contractor grading designation; Has attached company registration documents b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not: d) abused the Employer's Supply Chain Management System; or <ul style="list-style-type: none"> i) failed to perform on any previous contract and has been given a written notice to this effect; e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process. f) The tenderer attended a compulsory site inspection. g) The tenderer has completed the form of offer in words and figures and is signed.
F.3.13.2	<ul style="list-style-type: none"> ii) The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is ONE (1).</p>
F.4	<p>Additional Conditions of Tender</p>
F.4.1	<p>Compliance with Occupational Health and Safety Act 1993 and the 2014 Construction Regulations</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p>
F.4.2	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ul style="list-style-type: none"> 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the

Clause	Addition or Variation to Standard Conditions of Tender
	<p>means of access to the site, the conditions under which the work is to be done and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional cost involved thereby in the P&G's</p> <ol style="list-style-type: none"> 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. <p>Before submission of any tender, the Tenderer should check the numbers of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>
F.4.3	<p>Imbalance in tendered rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance argument in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F.4.4	<p>Project Funding</p> <p>The Employer receives yearly funding from various government institutions one being DMRE. As such the Employer will make funding available over two financial years (two contractual years) and the first financial year, ending at the end of June 2022, with possible additional funding depending on the performance of all municipal contracts. The next financial year's funding allocation will be communicated to the appointed Contractor as soon as the Employer has the confirmed funding information at the beginning of each financial year. The Tenderer should allow in his cost and program for the limited yearly funding. The works performed should comply to the Local procurement and development of Local Enterprise requirements as agreed to in form MBD 6.2</p>

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

T2.1: LIST OF RETURNABLE DOCUMENTS

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

MBD FORMS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)	
Schedule: 1A	Compulsory Enterprise Questionnaire - Compulsory
Schedule: 1B	Authority of Signatory – Compulsory
Schedule: 1C	Certificate of Authority for Joint Ventures (if applicable) - Compulsory
Schedule: 1D	Record of Addenda to Tender Documents - Compulsory
Schedule: 1E	Company's Relevant Experience in South Africa - Evaluation
Schedule: 1F	Personnel Schedule and format of curriculum vitae (if applicable) - Evaluation
Schedule: 1G	Schedule of Plant and Equipment available for the Contract – Evaluation
Schedule: 1H	Schedule of Method Statement for High Voltage (88 kV or higher) overhead line works – Evaluation
Schedule: 1I	Schedule of Proposed Subcontractors – Evaluation
Schedule: 1J	Certificate of Attendance at Clarification Meeting – Non-Compulsory
Schedule: 1K	Proposed Amendments and Qualifications – Compulsory
Schedule: 1L	Workmen's Compensation Registration – Compulsory
Schedule: 1M	Functionality Points Claimed – Compulsory
2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
Schedule: 2A	Certificate of Contractor Registration issued by the CIDB - Compulsory
Schedule: 2B	If the value of the transaction is expected to exceed R10 million (VAT included), bidders are required to furnish – <div style="margin-left: 40px;"> (i) if the bidder is required by law to prepare annual financial statements for auditing, (ii) their audited annual financial statements – (aa) for the past three years; or (bb) since their establishment if established during the past three years. - Compulsory </div>
Schedule: 2C	Proof of Authority of Signatory – Compulsory
Schedule: 2D	CSD Report – Compulsory
Schedule: 2E	Joint Venture Agreement in case of a Joint Venture signed by both parties, if applicable – Compulsory

Schedule: 2F	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property – Compulsory
Schedule: 2G	A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days - Compulsory
Schedule: 2H	Form of Intent to provide a Performance Guarantee - Evaluation
Schedule: 2I	Risk Management Plan – Evaluation
3.	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)
Schedule: 3A	Execution Programme – Evaluation
Schedule: 3B	Contractor's Health and Safety Declaration – Evaluation
Schedule: 3C	Contractor's Safety Plan – Evaluation
Schedule: 3D	Pro forma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003 – Evaluation
Schedule: 3E	Quality Control Plan – Evaluation
Schedule: 3F	Social Development Plan – Evaluation
4.	OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)
C1.1:	The offer portion of the Form of Offer and Acceptance - Compulsory
C1.2:	Contract Data (Part 2) – Compulsory
C2.2:	Bill of Quantities – Compulsory

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER:	ELM 07/2021 (READVERT)	CLOSING DATE:	26 November 2021	CLOSING TIME:	11:00
DESCRIPTION	40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 km, 132 kV OVERHEAD LINE.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT

EMALAHLENI LOCAL MUNICIPALITY, CIVIC CENTRE, MANDELA STREET, eMALAHLENI

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	PMU	CONTACT PERSON	MR C DE BEER
CONTACT PERSON	MR ME SEDUPANE	TELEPHONE NUMBER	(016) 981 6270
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(016) 933 0277
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	christo@lyon.co.za
E-MAIL ADDRESS	S302695@Emalahleni.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:.....

Any other

particulars:.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

.

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

2.9.1 If so, furnish particulars:

.....

.....

.....

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

2.10.1 If so, furnish particulars

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R100 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***Yes/No**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***Yes/No**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***Yes/No**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***Yes/No**

4.1 If yes, furnish particulars

.....

.....

* Delete that which if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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
- a) 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 Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 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 or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. **“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>
Monopole Pylons	100 %
Powerline Hardware	100 %
Electrical and telecom cables	90 %
Transformers (Class 1)	80 %

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 are 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 Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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 outside of 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:		
4.4	Was any contract between the bidder and any 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"/>

4.4. 1	If so, furnish particulars:
-----------	-----------------------------

CERTIFICATION

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

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

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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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.

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 Institution)

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (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.

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

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

COMMISSIONER OF OATHS

Signed and sworn to before me at _____,
on this _____ day of _____ 20 _____

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

COMMISSIONER OF OATHS:-

Position:

Address:

Tel:

Apply official stamp of authority on this page:

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1A: 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 or has been within the last 12 months in the service of 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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

- | | |
|--|---|
| <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 appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1B: AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
.....
hereby confirm that by resolution of the board (**copy attached**) taken on
20.....,

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

As witnesses :

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

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
.....
hereby authorize Mr/Ms
acting in the capacity ofto sign all documents in connection
with the tender for Contractand 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.

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

1
.
2
.
.....

Signature: Sole owner :

Date :
.....
.....

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
.....

.....
hereby authorize Mr/Ms
acting in the capacity of, to sign all documents in connection with the tender for Contract 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 who rests the direction of the affairs of the Partnership as a whole.

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms,
authorised signatory of the company, close corporation or partnership.....
....., acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1D: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1E: COMPANY'S RELEVANT EXPERIENCE IN SOUTH AFRICA

	PROJECT NAME	PROJECT VALUE (ZAR)	CLIENT/EMPLOYER	COMPLETION DATE	COMPLETION CERTIFICATE/LETTER (Y/N)
1					
2					
3					
4					
5					

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1F: PERSONNEL SCHEDULE

Job Description	Qualification	Years of Experience	No. HV OHL projects completed
Contract Manager			
Site Agent / Project Manager			
Health and Safety Manager			
Surveyors			
Construction Manager / General Foreman			
Site Engineer			
Safety Officer			
Foremen 1			
Foremen 2			
Foremen 2			
*			
*			
*			
*			
*			
*			

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

FORMAT OF THE CURRICULUM VITAE

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

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

.....
Signature of person named in the schedule

.....
Date

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

**SCHEDULE 1G: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE
CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

**SCHEDULE 1H: SCHEDULE OF GENERIC METHOD STATEMENT FOR CONSTRUCTION OF
HIGH VOLTAGE (88 KV OR HIGHER) OVERHEAD LINES**

Provide a generic method statement to describe the typically steps, methods, practices, and techniques followed in the construction of High Voltage (88 kV or higher) Overhead Lines based on the contractors experience and knowledge, including the critical quality check points. please include the preliminary concrete mix design and formwork system.

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1I: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract.
If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1J: CERTIFICATE OF ATTENDANCE AT VIRTUAL CLARIFICATION MEETING

This is to certify that I, _____
representing

_____ in the company of _____ attended
the virtual clarification meeting on: _____.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

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

Name Signature

Capacity Date & Time

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1K: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

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SCHEDULE 1L: WORKMENS' COMPENSATION REGISTRATION

**L. COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT
OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND
DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's
Compensation Commissioner to be inserted here]*

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 1M: FUNCTIONALITY POINTS CLAIMED

	CRITERIA	MAXIMUM POINTS	BIDDER SELF SCORE	EVALUATOR SCORE
1	COMPANY'S RELEVANT EXPERIENCE	20		
2	RELEVANT KEY PERSONNEL	20		
3	GENERIC METHOD STATEMENT FOR THE SUCCESSFUL CONSTRUCTION OF A HIGH VOLTAGE OVERHEAD LINE	25		
4	OWNERSHIP OF PLANT AND EQUIPMENT TO USE FOR THIS PROJECT.	10		
5	SOCIAL DEVELOPMENT PLAN	5		
6	HEALTH AND SAFETY PLAN	5		
7	QUALITY CONTROL PLAN	5		
8	BANK RATING AND 3-YEAR FINANCIAL STATEMENTS	10		
	TOTAL	100		

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB

[Proof of contractor CIDB grading to be inserted here]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2B: AUDITED FINANCIAL STATEMENTS
--

[Audited financial statements for the past 3 years must be attached]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2C: PROOF OF AUTHORITY OF SIGNATORY

[Letter of authority to sign the tender document must be inserted here]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2D: CSD REPORT

The Tenderer must attach to this page an CSD report in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach each attached their respective reports.

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

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SCHEDULE 2E: JOINT VENTURE AGREEMENT (Only if applicable)
--

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2F: MUNICIPAL LEVY PAYMENT
--

The tenderer must attach to this page proof of each company director's registration with the Municipalities (local and/or district) as a payer of municipal rates and taxes.

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

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<p>SCHEDULE 2G: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED COMMITMENTS</p>

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
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SCHEDULE 2H: FORM OF INTENT TO PROVIDE PERFORMANCE GUARANTEE

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

PRO-FORMA FOR A PERFORMANCE GUARANTEE

WITH REFERENCE TO THE CONTRACT ENTERED INTO BETWEEN EMALAHLENI LOCAL
MUNICIPALITY (the "EMPLOYER")

and (the "CONTRACTOR")

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 km, 132 kV
OVERHEAD LINE.

Contract No: ELM 07/2021

We, the undersigned

Of.....

and.....

of.....

do hereby bind ourselves as sureties **in solidum** for the due and proper fulfilment by the Contractor for the said Contract, with terms of which we acknowledge ourselves to be fully acquainted, provided that under no circumstances the sum to be recovered from us shall exceed.

R..... (Rand)
being 10 % of the Contract Sum.

We hereby specially renounce the benefit of the exceptions **ORDINIS SEU EXCUSSIONIS ET DIVISIONIS** with the meaning and effect of which exceptions we acknowledge ourselves to be fully acquainted.

The said sum or portion thereof, is payable at any time whilst we are bound as Sureties upon our receiving a written demand from the Engineer that such sum or portion thereof, is due and payable in terms of our Surety. When called upon and certified by the Engineer, the amount claimed shall be paid to the Employer within 30 days.

The claim for payment and certification of the amount payable shall be addressed

to:.....

Contact Details and address:

The Surety is neither negotiable nor transferable, and shall hold good until the works or parts thereof have been taken over in terms of Clause 29 of the Contract, hereafter this Suretyship shall be returned to the Contractor.

NOTE: Payment shall be executed within 30 days of receiving instruction from the Engineer.

Instruction to be addressed to the following person's attention:

Name :

Telephone :

E-mail :

The address for submission of the Engineer's instruction to call upon the bond for payment:

Name :

Telephone :

E-mail :

Address :

FOR AND ON BEHALF OF THE SURETIES:

Aton thisday of20.....

SIGNATURE:

SIGNATURE:

AS WITNESSES: 1. 2.

ADDRESS: ADDRESS:

.....

.....

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 2I: RISK MANAGEMENT PLAN
--

[The Tenderer must attach hereto a Risk Management Plan which outlines how the Tenderer will identify and put plans in place to control project risks. The Tenderer is also expected to generate a risk register with potential risks that the Tenderer is currently foreseeing, including the control measures/proposals required to mitigate or limit the project exposure]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

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SCHEDULE 3A: EXECUTION PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The preliminary programme should at least be a level 3 programme, also called a Publication Schedule. It includes all major milestones, major elements of design, engineering, procurement, construction, testing, commissioning and/or start-up.

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cash flow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cash flow management and to minimise delayed payments.

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

DATE:

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 3B: 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 Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

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

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

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

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

DATE:.....

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 3C: CONTRACTOR'S SAFETY PLAN
--

The Tenderer shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.

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**SCHEDULE 3D: PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

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

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

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 3E: QUALITY CONTROL PLAN
--

[The Tenderer must attach hereto their Quality Control Plan which outlines how the Tenderer will manage the quality of the work performed. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

SCHEDULE 3F: SOCIAL DEVELOPMENT PLAN

[The Tenderer must attach hereto their Social Development Plan which outlines how the Tenderer will address the critical challenges of poverty, unemployment and inequality, over the short and medium term, with a focus on deepening social assistance and extending the scope of social security; reforming the social welfare sector and its services to deliver better results and strengthening community development. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.]

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

PART C1 : AGREEMENT AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data (Part 1)**
- C1.2 Contract Data (Part 2)**
- C1.3 Form of Guarantee**
- C1.4 Adjudicator's Agreement (if applicable)**
- C1.5 Safety Agreement**

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
..... Rand (in words); R..... (in figures)

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

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness

..... Date

2. ACCEPTANCE

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

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness

.....

Date

.....

¹ As an alternative the following wording may be used :

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission 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.

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject
Details
2. Subject
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3. Subject
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4. Subject
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5. Subject
Details

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

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

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

C1.2: GENERAL CONDITIONS OF CONTRACT (PART 1)

CONDITIONS OF CONTRACT IN ACCORDANCE WITH THE FIDIC CONDITIONS OF CONTRACT FOR CONSTRUCTION FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER

FIDIC ® SECOND EDITION 2017

The Conditions of Contract comprises of two parts of which Part 1 is the General Conditions of Contract and Part 2 the Particular Conditions of Contract. Furthermore, the Particular Conditions comprise of the Particular Conditions Part A – Contract Data and the Particular Conditions Part B – Special Provisions.

Under the usual arrangement of this Contract, the Contractor is responsible for the construction, in accordance with the design of the Employer, of building and/or engineering works. These Conditions allow that the Contractor may be required to design a proportion or element of the Permanent Works.

The Conditions of Contract comprise of:

“GENERAL CONDITIONS”

Which form part of the:

“CONDITIONS OF CONTRACT FOR CONSTRUCTION FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER”

[Second Edition 2017, as published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC)(ISBN 978-2-88432-084-9)]

(Copy obtainable at cost from CESA)

SIGNATURE:

SIGNED BY: DATE:
(for and on behalf of the Contractor)

C1.2.1 PARTICULAR CONDITIONS OF CONTRACT (PART 2)

The Conditions of Contract further comprise of the following “Particular Conditions of Contract” (PCC), the General Conditions of Contract shall be amended by the Particular Conditions of Contract as detailed herein.

These “Particular Conditions of Contract” forms an integral part of the Contract and they supersede conditions contained elsewhere in the documents.

The Particular Conditions of Contract comprise of two sub-parts viz.

PART 2 A: CONTRACT DATA

PART 2 B: SPECIAL PROVISIONS

C1.3 PARTICULAR CONDITIONS (PART 2 A) – CONTRACT DATA

The following Contract Data lays down specific information required by certain Sub-Clauses in the General Condition of Contract. Tenderers shall not amend the Contract data as provided unless instruction is given to populate data i.e. *“Tenderer to complete”*.

SUB- CLAUSE	DATA TO BE GIVEN	DATA
1.1.19	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	5 %
1.1.27	Defects Notification Period (DNP)	365 days (From the date of issuing the Taking-Over Certificate)
1.1.31	Employer's name and address	EMALAHLENI LOCAL MUNICIPALITY Civic Centre 29 Mandela Street eMalahleni 1039
1.1.35	Engineer's name and address	LYON AND PARTNERS (PTY) LTD. Proliba Building, Suite 2, 24 Hertz Boulevard, Vanderbijlpark 1911
1.1.85	Time for Completion (Tenderer to Complete)
1.3(a)(ii)	Agreed methods of electronic transmission	e-mail
1.3(d)	Address of Employer for communications	Mr. Colin Brentjies s502059@emalahleni.gov.za Civic Centre 29 Mandela Street eMalahleni 1039
1.3(d)	Address of Engineer for communications	Mr. Christo de Beer christo@lyon.co.za Proliba Building, Suite 2, 24 Hertz Boulevard, Vanderbijlpark 1911
1.3(d)	Address of Contractor for communications (Tenderer to Complete)

SUB- CLAUSE	DATA TO BE GIVEN	DATA
1.4	Contract shall be governed by the law of:	The contract shall be governed, construed and interpreted in accordance with the Laws of the Republic of South Africa.
1.4	Ruling language	English
1.4	Language for communications	English
1.8	Number of additional paper copies of Contractor's Documents	- One paper original to the Employer. - One electronic copy to the Employer.
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within	28 days
2.4	Employer's financial arrangements	Phase over two financial years.
2.6	List of Employer-Supplied Material and / or Employer's Equipment	Not Applicable
4.2	Performance Security (as percentages of the Accepted Contract Amount in Currencies):	
	- Percent	10 %
	- Currency	ZAR
4.3	Name of the Contractor's Representative during performance of the Contract (<i>Tenderer to Complete</i>)
4.7.2	Period for notification by the Contractor of errors in the items of reference	28 days
4.19	Period of payment by the Contractor for temporary utilities	Monthly
5.1(a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	30 %
5.1(b)	Parts of the Works for which subcontracting is not permitted	<ul style="list-style-type: none"> Erection of equipment and stringing
6.5	Normal working hours on the Site	<ul style="list-style-type: none"> Monday to Friday from 07:00 to 17:00 Saturday from 07h00 to 13h00 No Sundays No public holidays (Note: work outside normal working hours required for power outages)
7.7	Payment shall be certified as a percentage of the material rate for material delivered to site.	80% (<i>Refer to the special provisions for conditions to be met</i>)

SUB- CLAUSE	DATA TO BE GIVEN	DATA
8.1	Commencement Date	Date of the Letter of Acceptance or as stated in the Letter of Acceptance, which shall be within 28 days after the Contractor received the Letter of Acceptance.
8.8	Delay Damages payable for each day of delay	0.5% of the Contract amount per calendar day.
8.8	Maximum amount of Delay Damages	10% of final contract sum.
12.2	Method of measurement	Net actual quantities measured in accordance with the Bill of Quantities
12.3	Percentage profit	As stated under 1.1.19 above
13.4(b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit	0 % if the Employer enters into a direct payment agreement with a subcontractor or nominated subcontractor, otherwise 5 %.
13.7	Adjustments for Changes in Cost:	Not applicable (fixed amount contract)
14.2	Total amount of Advance Payment (as a percentage of Accepted Contract Amount)	Not applicable
14.2	Currency or currencies of Advance Payment	Not applicable
14.2.3	Percentage deductions for the repayment of the advance Payment	Not applicable
14.3	Period of payment	Monthly The procedure for payment to be addresses with the project kick-off.
14.3(iii)	Percentage of retention	Retention shall be withheld for payments due by the Employer to the Contractor: <ul style="list-style-type: none"> - 10% of each Statement value certified for interim payment, until 5% of the Contract value is accumulated as retention, for the duration of the executions of the works; - 50% of the 5% accumulated retention amount is released on issuing of the Taking-Over Certificate; - The remaining 50% of the 5% previously accumulated retention is released on issue of the Final Completion Certificate (Performance Certificate as per sub-clause 11.9); <p style="text-align: center;">or</p> In lieu of the above the Contractor may submit a retention guarantee for the duration of the defects notification period if approved by the Employer.
14.3(iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount)	As stipulated in 14.3 (iii) of the Contract Data.
14.5(b)(i)	Plant and Materials for payment when shipped	Not applicable

SUB- CLAUSE	DATA TO BE GIVEN	DATA
14.5(c)(i)	Plant and Materials for payment when delivered to the site	Not applicable
14.6.2	Minimum amount of Interim Payment Certificate (IPC)	R 200 000.00
14.7(a)	Period for payment of Advance Payment to the Contractor	Not applicable
14.7(b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (<i>Interim Payment</i>)	As per the General Conditions: 30 days after the Engineer receives the Contractor's approved statement
14.7(b)(ii)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (<i>Final Interim Payment</i>)	As per the General Conditions: 30 days after the Employer receives the approved FPC
14.7(c)	Period for the Employer to make final payment to the Contractor (<i>Final Payment</i>)	As per the General Conditions: 30 days after the Employer receives the approved FPC
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	As per the General Conditions: ABSA Prime Rate plus 3%
14.15	Currencies for payment of Contract Price	ZAR
14.15(a)(i)	Proportions or amounts of Local and Foreign Currencies are: - Local (<i>Contractor to complete</i>) - Foreign (<i>Contractor to complete</i>)	
14.15(c)	Currencies and proportions for payment of Delay Damages	ZAR
14.15(f)	Rates of exchange	Not applicable
17.2(d)	Forces of nature, the risks of which are allocated to the Contractor	Abnormal weather. Refer to the Annexure to PCC - Rainfall
19.1	Permitted deductible limits: - Insurance required for the Works and Goods - Insurance required for liability for breach of professional duty - Insurance required against liability for fitness for purpose (if any is required) - Insurance required for injury to persons and damage to property	 R 20 000.00 R 20 000.00 R 20 000.00 R 20 000.00

SUB- CLAUSE	DATA TO BE GIVEN	DATA
	- Insurance required for injury to employees	R 20 000.00
	- Other insurances required by Laws and by Local Practice
19.2(1)(b)	Additional amount to be insured in the joint name of the Contractor and the Employer	As per the General Conditions: 15%
19.2(1)(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	Force majeure, community unrest, riot, political
19.2.2	Extent of insurance required for Goods	Full replacement value plus delivery to site
19.2.3(a)	Amount of insurance required for liability for breach of professional duty	R 5 000 000.00
19.2.3(b)	Insurance required against liability for fitness for purpose	Yes
19.2.3	Period of insurance required for liability for breach of professional duty	From the commencement date to the date of the Performance Certificate
19.2.4	Amount of insurance required for injury to persons and damage to property	Minimum amount of R 5 000 000,00 insurance for third party liability
19.2.6	Other insurances required by Laws and by local practice (<i>Tenderer to complete</i>)
21.1	Time for appointment of DAAB	28 Days after dispute is declared
21.1	The DAAB shall comprise	One (1) Member
21.1	List of proposed members of DAAB	Coenraad Snyman (Coen Snyman International)
	- Proposed by Employer	
	- Proposed by Contractor	1.
21.2	Appointing entity (official) for DAAB members	The President of FIDIC or a person appointed by the President

SIGNATURE:

SIGNED BY:
(for and on behalf of the Contractor)

DATE:

C1.4 PARTICULAR CONDITIONS (PART 2 B) – SPECIAL PROVISIONS

The Conditions of Contract further comprise of the following Special Provisions as part of the Particular Conditions of Contract, the General Conditions of Contract shall be amended by the Special Provisions as detailed herein.

These Special Provisions forms an integral part of the Particular Conditions of Contract and the Contract, and supersedes overrides any other provisions contained elsewhere in the documents.

The following clauses of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer” Second Edition 2017, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) (ISBN 978-2-88432-084-9) shall be amended as follows:

1. GENERAL PROVISIONS

Clause Description	Clause No	Amendment
DEFINITIONS	1.1.31	“Employer” also means the Company, Subsidiary or Succession in Title or stated in the Contract Data.
	1.1.35	“Engineer” means an Engineer duly authorised by the Company, Subsidiary or Succession in Title stated in the Contract Data.
	1.1.7	Add to this sub-clause: The Commencement Date shall be defined under Sub-Clause 8.1 and shall be notified in the Contract Data or the Letter of Acceptance. Access to the site shall be granted on the Commencement Date.
LIMITATION OF LIABILITY	1.15	Notwithstanding the provisions of this Clause, the Contractors Limit of Liability in terms of defects shall be 5 years.

2. THE EMPLOYER

EMPLOYER'S FINANCIAL ARRANGEMENTS	2.4	The Employer shall only be obliged to provide reasonable evidence that financial arrangements have been made and are being made, if there is a dispute arising from non-payment of a certificate or of any amounts payable to the Contractor or if the Employer intends to make material changes notwithstanding the provisions of this sub-clause. In all other cases, the Employer shall not be bound to provide the requested information.
EMPLOYER-SUPPLIED MATERIALS AND EMPLOYER'S EQUIPMENT	2.6	Add to this sub-clause: After this visual inspection, the Employer-Supplied / free-issue materials shall come under the care, custody and control of the Contractor at which point, except where otherwise stated in the Contract, all risk in such free-issue materials shall also pass to the Contractor and shall remain with the Contractor unless and until the said free-issue materials are returned to the custody and control of the Employer.

3. THE ENGINEER

Clause Description	Clause No	Amendment
ENGINEER'S DUTIES AND AUTHORITY	3.2	<p>Add to this sub-clause: The Engineer shall require approval from the Employer on any matter, which affects extension of time or variation to the Contract Price. Variations of the project scope that is covered by contingency amounts requires only the Engineers approval. If the Contractor receives any instructions from the Engineer that fall outside of these conditions, he shall obtain written confirmation from the Employer before proceeding.</p>
DELEGATION BY THE ENGINEER	3.4	<p>Add to the end of this sub-clause: No oral representation shall be made by the Contractor to the Engineer through the Engineers Representative. The authority to delegate expressly excludes the delegation of powers to vary the Works in terms of Sub-Clause 13.1 [Right to Vary].</p>
ENGINEERS INSTRUCTIONS	3.5	<p>Add to this sub-clause: No oral instructions may be accepted from the Engineer unless these are recorded in writing by the Contractor who then obtains confirmation from the Engineer by means of a signature or confirmation in minutes within 7 days of the instruction being issued, or prior to commencing work on the item in question.</p>
REPLACEMENT OF THE ENGINEER	3.6	<p>Add to this sub-clause: In the unforeseen situation where the Engineer or Engineers representative is not available to complete the Works, the Employer will advise the Contractor immediately upon knowledge of such an event and will give notice to the Contractor within 7 days of the details of the proposed replacement.</p>

4. THE CONTRACTOR

PERFORMANCE SECURITY	4.2	<p>Add to this sub-clause: With the Employers consent, the Engineer will hold the original Performance Security for safekeeping.</p> <p>The following is added at the end of this Sub-Clause:</p> <p>"Should the Contractor fail to provide the said security within the specified time the Employer, in his sole discretion, may either: -</p> <ol style="list-style-type: none"> (a) Withhold payment from the Contractor until the amount withheld is equal the Performance Security Amount stipulated in the Contract Data (as percentages of the Accepted Contract Amount) over and above the normal retention, or (b) Proceed to issue notice in terms of Clause 15 [Termination by Employer]"
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Clause Description	Clause No	Amendment
CONTRACTORS REPRESENTATIVE	4.3	<p>Add to this sub-clause: "Without derogating from the generality of the foregoing, the Contractor's Representative shall, at the Contractor's cost, implement forthwith any additional safety precautions which the Engineer may consider necessary for the proper protection of the Contractor's employees engaged in the Works.</p> <p>Work to which such additional precautions will apply shall be suspended pending the implementation of such precautions."</p>
QUALITY ASSURANCE	4.9	<p>Add to this sub-clause under 4.9.3 General provisions:</p> <p>Testing frequency of all materials shall be in accordance with the relevant clause of the Specifications or as specified on the construction drawings.</p> <p>The Engineer will have the right to visit the manufacturing location for the purpose of audit, surveillance or inspection during the manufacturing of the Materials/Plant to verify the Contractor's quality management.</p> <p>In the event of the Material/Plant being rejected due to non-compliance with the specification, workmanship and/or other valid reasons, then the cost of rectification as well as the Engineer's time based cost and re-inspection cost shall be for the account of the Contractor.</p>
SUFFICIENCY OF THE ACCEPTED CONTRACT AMOUNT	4.11	<p>The following is added at the end of this Sub-Clause:</p> <p>Without derogating from the generality of the foregoing, no claim by the Contractor for additional payment will be entertained which is consequent upon any misunderstanding or the allegation, or fact that it was supplied with incorrect information by any person, or its failure to obtain correct information as to any matter affecting its accepted tender or the execution of the Works to be provided, nor will any such misunderstanding, or the obtaining of incorrect information, or the failure to obtain correct information, relieve it from any risk or responsibility for the due fulfilment of its obligations in terms of the Contract.</p>
PROGRESS REPORTS	4.20	<p>Add to this sub-clause: Progress reports shall include updating of drawings issued by the Engineer to as-built drawings as the work progresses.</p>
WAIVER OF CONTRACTOR'S LIEN	4.24	<p>The following additional Sub-Clause 4.24 is added to the end of Clause 4:</p> <p>The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site. The Contractor shall ensure that it procures similar waivers from its subcontractors.</p>

5. SUBCONTRACTING

Clause Description	Clause No	Amendment
NOMINATED SUBCONTRACTORS	5.2	<p>The following additional Sub-Clause 5.2.5 is added to the end of Clause 5.2:</p> <p><u>5.2.5 Direct Payment with nominated sub-contractors</u></p> <p>The Employer may enter into a direct payment agreement with a nominated sub-contractor.</p> <p>The Contractors profit shall not be paid to the Contractor if:</p> <ul style="list-style-type: none">i) The Contractor does not pay the subcontractor's invoice after receiving payment for work certified by the Engineer.ii) The Employer and nominated sub-contractor enters into a direct payment agreement and the Contractor performs no managerial function related to the works by the nominated sub-contractor.

6. STAFF AND LABOUR

WORKING HOURS	6.5	<p>Add to this sub-clause:</p> <p>As stipulated in sub-clause 6.5 (c) execution of work on any day including holidays at any time will be required, without additional remuneration to the Contractor, for power outages and other unavoidable circumstances.</p>
HEALTH AND SAFETY	6.7	<p>Add to this sub-clause:</p> <p>A Health and Safety plan shall be furnished by the Contractor within 14 days after Letter of Acceptance.</p>
CONTRACTOR'S PERSONNEL	6.9	<p>In addition to the items listed under headings (a) to (f), The Engineer may require the Contractor to remove any person who is in contravention of the provisions of the:</p> <ul style="list-style-type: none">• Environmental Management Plan• Client Safety Specification• The provisions of any statutory Act, i.e. OHS. <p>Within seven (7) working days of signature of Letter Acceptance, the Contractor is required to furnish the Employer with a safety plan, risk assessment report and safe work procedures. Prior to commencement of site activities, the entire workforce to be located on site may be required to attend a Health and Safety Induction at the premises of the Employer.</p> <p>The Contractor shall ensure that all requirements set aside by the Occupational Health and Safety Act, and Construction Regulation are fulfilled.</p>

7. PLANT, MATERIALS AND WORKMANSHIP

Clause Description	Clause No	Amendment
MANNER OF EXECUTION	7.1	<p>Add the following to Clause (d):</p> <p>All work shall be completed in accordance with the Specifications and drawings to be read in conjunction with all appropriate SANS or SABS, NRS, IEC, BC, IEEE and ANSI codes or guidelines prepared by authorities representing specialised industries.</p>
OWNERSHIP OF PLANT AND MATERIALS	7.7	<p>Add to this sub-clause:</p> <p>Before making any payment for Plant and Materials defined in this Clause, the Contractor is to provide the Employer with a Cession of ownership in a format to be agreed 14 days prior to the payment certificate.</p> <p>Payment thereof will be limited to materials stored where the following conditions are met:</p> <ul style="list-style-type: none">• Materials have not been prematurely delivered.• Materials are stored and protected adequately on site or an approved location.• Proof of payment for such materials is made available by the Contractor. <p>After payment of the rate stipulated in the Contract Data, the ownership of material shall be ceded to the Employer.</p>

8. COMMENCEMENT, DELAYS AND SUSPENSION

COMMENCEMENT OF THE WORKS	8.1	<p>Further to the provisions of this Clause, notwithstanding the agreed date for the commencement of the works, none of the activities related to project execution may begin until such time as the required proofs are received in respect of:</p> <ul style="list-style-type: none">• Insurances• Performance Guarantees• Approved SHEQ file <p>The notice by the Engineer of the Commencement Date is recorded in the Contract Data.</p> <p>Access to the site shall be granted on the Commencement Date.</p>
PROGRAMME	8.3	<p>The first paragraph of this Clause is amended to read 14 days in place of 28 days.</p> <p>Add to this sub-clause:</p> <p>The programme shall provide for a minimum of two weeks "slack" in order to cater for unforeseen delays.</p> <p>The programme shall be submitted in the form of a Microsoft Projects Gantt Chart (version 2007 or newer)</p>

EXTENSION OF TIME FOR COMPLETION	8.5	<p>Add to this sub-clause:</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions separately for each calendar month or part thereof in accordance with the Annexure to the Conditions of Contract applicable to Rainfall.</p> <p>The Contractor shall not be entitled to an extension of the Time for Completion to the extent that completion would, in the circumstances, in any event have been delayed by a cause not listed in sub-clause 8.5.</p>
DELAY DAMAGES (PENALTIES)	8.8	<p>Add to this sub-clause:</p> <p>Penalties shall be applied against Contractor according to Detailed Program submitted as per sub-clause 8.3</p>
9. <u>TESTS ON COMPLETION</u>		
CONTRACTOR'S OBLIGATIONS	9.1	<p>Add to this sub-clause:</p> <p>The Contractor shall provide a complete set of As-Built drawings and documentation to the Engineer in an approved format together with all the test results as called for in the various sections of the Specifications, Schedules and Drawings.</p>
10. <u>EMPLOYER'S TAKING OVER</u>		
TAKING OVER OF THE WORKS AND SECTIONS	10.1	<p>Notwithstanding the various provisions of this Clause, if the Employer is a private entity it is the Contractors responsibility to ensure that all works are completed, inspected and approved to the satisfaction of the relevant authority.</p>
11. <u>DEFECTS AFTER TAKING OVER</u>		
12. <u>MEASUREMENT AND VALUATION</u>		
EVALUATION	12.3	<p>This Sub-Clause is amended as follows:</p> <ul style="list-style-type: none"> • The percentage in sub-paragraph (b)(i) is amended to 20% • The percentage in sub-paragraph (b)(ii) is amended to 1.0% • The percentage in sub-paragraph (b)(iii) is amended to 5.0% <p>Add to this sub-clause:</p> <p>The provisions for measurement are as per the Bill of Quantities and payment shall be made according to the progress on site and for material delivered to site before 7 days prior to the Contractor's Application for Interim Payment.</p> <p>The percentage payment of the material rate for material delivered to site is indicated in the Particular Conditions of Contract sub-clause 7.7.</p>

13. VARIATIONS AND ADJUSTMENTS

Clause Description	Clause No	Amendment
RIGHT TO VARY	13.1	Add to this sub-clause: The Employer reserves the right, in terms of the Clause, to request the Contractor to undertake Variations to the Contract outside the boundaries of the site but within the property boundary of land owned by the Employer.
VARIATIONS	13.3	Add to this sub-clause: All variations to the contract shall be priced in accordance with the rates agreed in the Contract Agreement for items where rates are available for work of similar nature.
ADJUSTMENTS FOR CHANGES IN COST	13.7	This Clause is not applicable to Contracts where the Contract price is a Fixed Contract amount.

14. CONTRACT PRICE AND PAYMENT

ADVANCE PAYMENT	14.2	This advance payment sub-clause is not to apply to this contract.
APPLICATION FOR INTERIM PAYMENT CERTIFICATES	14.3	<p>A single copy of the Contractor Statement in an electronic format will be deemed adequate. An original, hard copy, invoice shall be raised by the Contractor upon Certification of the Contractors Claim by the Engineer.</p> <p>Add the following at the end of this Sub-Clause:</p> <ul style="list-style-type: none">• In the event that the Contractor fails to submit a Statement on time, any late submission will only be evaluated in the next period.
SCHEDULE OF PAYMENTS	14.4	The content of this Clause is not applicable. The Contractor shall submit together with the Programme an estimated Cash Flow based on tasks in the Programme.

15. TERMINATION BY EMPLOYER

16. SUSPENSION AND TERMINATION BY CONTRACTOR

17. CARE OF THE WORKS AND INDEMNITIES

18. EXCEPTIONAL EVENTS

19. INSURANCE

20. EMPLOYER'S AND CONTRACTOR'S CLAIMS

21. DISPUTES AND ARBITRATION

22. ADDITIONAL GENERAL PROVISIONS

PERIOD OF VALIDITY OF TENDER	22.1	Add this sub-clause: The period of the tender validity shall be 120 days, with extension by mutual agreement between the Employer, Engineer and the Contractor
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Clause Description	Clause No	Amendment
TAX INVOICES	22.2	<p>Add this sub-clause:</p> <p>The Contractor shall issue an invoice to the Employer for all amounts to be paid to the Contractor under the Contract. If VAT is payable on any amount certified by the Engineer for payment under the Contract, the Contractor shall ensure that the invoice complies with the requirements of a Tax Invoice under the Value Added Tax Act no. 89 of 1991 (as amended). No payment shall be made by the Employer on invoices not meeting this requirement and the Employer shall not be liable for interest for such non-payment.</p>
EMPLOYER'S RIGHT TO STEP-IN	22.3	<p>Add this sub-clause:</p> <p>If the Contractor fails to carry out any obligation under the Contract and fails to make good the failure and remedy it despite being required to do so by the Engineer by notice under Sub-Clause 15.1 [Notice to Correct] (within the specified reasonable time), the Employer, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Contractor.</p> <p>The Contractor shall co-operate with the Employer and facilitate and permit the use of all required Goods, information, materials and other matter (including Contractor's Documents and all other drawings, CAD files, technical data, models, plans, designs, diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the Contract or otherwise for and/or in connection with the Works) and shall generally do all things required by the Engineer to achieve this end.</p>
LIMITATION OF ENTITLEMENT WHERE CONTRACTOR IS CULPABLE	22.4	<p>Add this sub-clause:</p> <p>Notwithstanding anything to the contrary, the Contractor shall not be entitled to any extension of time or additional payment or other compensation if and to the extent:</p> <ul style="list-style-type: none"> (a) The cause, event or circumstance giving rise thereto is attributable to the negligence, error or default of the Contractor or any Subcontractor; (b) The Contractor fails to take all reasonable steps to mitigate the effects of the cause, event or circumstance giving rise thereto.

Clause Description	Clause No	Amendment
RECORD AND DATA KEEPING	22.5	<p>Add this sub-clause:</p> <p>The Contractor shall maintain all data, records, electronic communications and documentation relating to this Contract and keep full and proper records and accounts in connection with the Works (whether contained in documents or in electronic format), during the execution of the Works and for a period of 5 (five) years after the latest of the expiry dates of the Defects Notification Periods (or the earlier termination of the Contract for any reason whatsoever, as the case may be) and shall ensure that all Subcontractors do likewise.</p> <p>The Employer's Personnel and the Employer's other authorised representatives and agents shall be entitled to examine, audit, copy and inspect all such books, records, systems, processes, procedures and documents at all reasonable times during the execution of the Works and during the said 5 (five) year period in order to verify compliance by the Contractor with its obligations, and/or to assess any entitlement or claimed entitlement of the Contractor under the Contract.</p> <p>The Contractor shall provide access to all such books, records, systems, data and documents of the Contractor and to any premises and personnel of the Contractor for this purpose and shall co-operate and render all assistance requested by the Employer's Personnel and the Employer's other authorised representatives and agents.</p> <p>All data, communications, records and accounts are to be kept in a lockable storeroom and adequately protects against loss which includes, but is not limited to, fire, theft, vermin, etc.</p>
DAMAGES FOR THE LATE SUPPLY OF DOCUMENTATION	22.6	<p>Add this sub-clause:</p> <p>If the Contractor fails to provide any of the documents listed by the dates specified in the Contract, the Contractor shall pay damages to the Employer for this default. These damages shall be the same amount stated in the Contract Data under sub-clause 8.8 for delay damages, which shall be paid for each day which shall elapse between the time the document in question was to have been delivered and when it was actually delivered. These damages shall not relieve the Contractor from his obligations to provide the said document, or to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.</p>
Clause Description RETESTING & RE-INSPECTION	Clause No 22.7	Amendment <p>If the works or any Section fails to pass any Progress Tests, Completion Tests, Progress Inspections, Completion or Take Over Inspection, the Engineer may require such Tests and Inspections to be repeated on the same terms and conditions. All costs to which the Employer may be put due to repetition of the Tests under this sub-clause shall be deducted from the Contract price.</p> <p>The Contractor shall be liable to pay R 20 000.00 penalty to the Engineer for scheduled inspections or tests failed, per failure, for time wasted.</p>

Note: The Contractor is advised to extend the liability for penalties to equipment manufacturers in order to cover the Contractor's liability if the project is delayed due to delayed manufacturing.

C1.4.1 ANNEXURE TO PCC – RAINFALL

No extension of the completion time will be granted in respect of normal rainfall. Extension will only be granted in respect of abnormal rainfall or abnormally wet conditions in accordance with the formula set out hereunder:

In the event of an extension being granted in accordance with the formula, no additional payment will be granted in respect of the "time related" items scheduled in Section 6: Preliminary and General of the Schedule of Quantities nor for any other costs incurred.

$$V = (N_w - N_n) \frac{R_w}{R_n}, \text{ if } N_w > N_n \text{ and where}$$

V = Extension of time in calendar days in respect of any particular month

N_w = Actual number of days during the corresponding month during which precipitation exceeds 10 mm

N_n = Average number of days during the corresponding month during which precipitation exceeded 10 mm

R_w = Actual rainfall during the corresponding calendar month

R_n = Average rainfall recorded during the corresponding calendar month

Calculations will be done for each month.

Calculations for part of a month are carried out using pro rata figures for N_n and R_n.

If R_w / R_n is greater than 2,5, its value shall be taken as 2,5.

If any month N_w is smaller than N_n, no extension of time will be granted for that month.

The following values of N_n and R_n shall be used for this Contract. They are based on figures supplied by the Weather Bureau, for the eMalahleni area.

MONTH	AVERAGE NUMBER RAIN DAYS	N _n AVERAGE NUMBER OF DAYS EXCEEDING 10 MM	R _n AVERAGE RAINFALL IN MM
JANUARY	13	4	127,3
FEBRUARY	9	2	72,5
MARCH	9	3	74,6
APRIL	7	2	54,0
MAY	3	0	16,7
JUNE	1	0	9,1
JULY	1	0	8,6
AUGUST	1	0	8,2
SEPTEMBER	3	1	22,7
OCTOBER	9	3	66,5
NOVEMBER	12	3	100,3
DECEMBER	11	3	103,4

AVERAGE PER YEAR: 663,9

C1.4.2 ANNEXURE TO PCC – SCHEDULE OF SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the work.

The acceptance of this tender shall not be construed as being approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding even in the event of a Sub-Contractor not listed below being approved by the Employer.

Table 1: Schedule of Sub-contractors

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

DATE:

SIGNATURE OF TENDERER:

C1.5 CONTRACT PRICE ADJUSTMENT

The contract prices for the Financial Year 1 are fixed and firm. It is essential to note that the Tenderer shall allow for all escalation in his/her unit prices for all material and labour supplied in Financial Year 1 as no escalation claims will be entertained.

Table 2: CPA Items

EQUIPMENT	FOREIGN CURRENCY	MANUFACTURING ORIGIN
Financial Year 2 – Labour		
Financial Year 2 – Electrical Materials		
Financial Year 2 – Steel Mono Poles		
Financial Year 2 – Civil Works		

The above list of material and/or equipment will be subject to the formulae and conditions contained further herein.

For Contact Price Adjustment for long lead items, these conditions shall apply:

- (a) No CPA claims will be accepted which are submitted later than 60 days from the date of the Payment Certification of the applicable equipment.
- (b) CPA claims submitted on the basis of one or more provisional indices, shall be treated as final claims.
- (c) CPA claims shall have a fixed portion of the Contract Unit Rate Price which shall not be subject to Price adjustment, if the fixed portion is not specifically detailed the fixed portion value shall default to 15% of the applicable rate. This percentage shall be applied to the cost adjustment of each item.

The following SEIFSA price adjustment will be applicable to these items for fluctuations in cost of labour and material (excluding cables).

If the Tenderer wishes to base his tender on values of x, a and b, different to those specified above, he shall state the relevant figures separately. The effect of the figures so tendered shall be calculated on the basis of the tender amount and shall be considered when appointing a Contractor.

C1.5.1 FINANCIAL YEAR 2 - FLUCTUATIONS IN COST FOR LABOUR

Fluctuation in cost of all labour for Phase 2 & 3 shall be calculated in accordance with the following formula:

$$F = (1 - x) \left[a1 \left(\frac{Lt1}{Lo1} \right) + a2 \left(\frac{Lt2}{Lo2} \right) - 1 \right]$$

where

x = 10 % Fixed Portion.

a1 = 80 % Table C3 (A): Actual Labour Cost (All Hourly Paid Employees).

Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.

Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.

a2 = 10 % Table D: CPI (Consumer Price Index).

Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.

Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.

1.5.2 FINANCIAL YEAR 2 - FLUCTUATIONS IN COST FOR ELECTRICAL MATERIAL

Fluctuation in cost of all electrical material for Phase 2 & 3 shall be calculated in accordance with the following formula:

$$F = (1 - x) \left[a1 \left(\frac{Lt1}{Lo1} \right) + a2 \left(\frac{Lt2}{Lo2} \right) + b \left(\frac{Mt}{Mo} \right) - 1 \right]$$

where

x = 10 % Fixed Portion.

a1 = 30 % Table C3 (A): Actual Labour Cost (All Hourly Paid Employees).

Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.

Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.

a2 = 15 % Table D: CPI (Consumer Price Index).

Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.

Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.

b = 45 % Table G: Electrical Engineering Materials.

Mo = SEIFSA Index of Production Price (Electrical Engineering Materials) as ruling at date of Tender.

Mt = SEIFSA Index of Production Price (Electrical Engineering Materials) ruling for month prior to month during which work was performed.

C1.5.3 FINANCIAL YEAR 2 - FLUCTUATIONS IN COST FOR STEEL MONO POLES

Fluctuation in cost of all steel poles for Phase 2 & 3 shall be calculated in accordance with the following formula:

$$F = (1 - x) \left[a1 \left(\frac{Lt1}{Lo1} \right) + a2 \left(\frac{Lt2}{Lo2} \right) + b \left(\frac{Mt1}{Mo1} \right) + c \left(\frac{Mt2}{Mo2} \right) - 1 \right]$$

where

x = 10 % Fixed Portion.

a1 = 35 % Table C3 (A): Actual Labour Cost (All Hourly Paid Employees).

Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.

Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.

a2 = 10 % Table D: Consumer Price Index (CPI).

Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.

- Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.
- b = 40 % Table E-A: Domestic Producers Price Steel Index: (Hot Rolled).
- Mo1 = SEIFSA Index of Domestic Producers Price Steel (Hot Rolled) as ruling at date of Tender.
- Mt1 = SEIFSA Index of Domestic Producers Price Steel (Hot Rolled) ruling for month prior to month during which work was performed.
- c = 5 % Table F: Zinc.
- Mo1 = SEIFSA Index of Metal Price (Zinc) as ruling at date of Tender.
- Mt2 = SEIFSA Index of Metal Price (Zinc) ruling for month prior to month during which work was performed.

C1.5.4 FINANCIAL YEAR 2 - FLUCTUATIONS IN COST FOR CIVIL WORKS

Fluctuation in cost of all steel poles for Phase 2 & 3 shall be calculated in accordance with the following formula:

$$F = (1 - x) \left[a1 \left(\frac{Lt1}{Lo1} \right) + a2 \left(\frac{Lt2}{Lo2} \right) + b \left(\frac{Mt1}{Mo1} \right) - 1 \right]$$

where

- x = 10 % Fixed Portion.
- a1 = 30 % Table C3 (A): Actual Labour Cost (All Hourly Paid Employees).
- Lo1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling at date of Tender.
- Lt1 = SEIFSA Index of Actual Labour Cost (All Hourly Paid Employees) as ruling for month during which work was performed.
- a2 = 10 % Table D: Consumer Price Index (CPI).
- Lo2 = Statistics SA Consumer Price Index as ruling at date of Tender.
- Lt2 = Statistics SA Consumer Price Index as ruling for month during which work was performed.
- b = 50 % Table G: Building and Construction Materials
- Mo1 = SEIFSA Index of Production Price (Building and Construction Materials) as ruling at date of Tender.
- Mt1 = SEIFSA Index of Production Price (Building and Construction Materials) as ruling for month prior to month during which work was performed.

DATE:

SIGNATURE OF TENDERER:

C1.6 RATE OF EXCHANGE

The Tenderer must allow for changes in the Rate of Exchange in his unit prices.

DATE:

SIGNATURE OF TENDERER:

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

C1.7 : SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

EMALAHLENI LOCAL MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by
in his capacity as of the Municipality, he being duly authorized thereto and

(hereinafter referred to as the Mandatary)

herein represented by
.....

in his capacity as

of the Mandatary, he being duly authorized thereto

WHEREAS:

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....day of20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality , viz.
(give a short description of the type of contract work to be done as well as the address where work will be done)
.....
.
.....
.
(The said contract work is hereinafter referred to as the **Work**)
2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatary.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatary acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SANS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatary hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works.
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations.

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nelspruit Municipality is compulsory.
- (e) The Mandatary shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed before hand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating halls that he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatary shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work. All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces. Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatary shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatary shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatary or a sub contractor when there is a non compliance and will specify the time in which it must be rectified. The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or sub contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatary, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatary damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations.

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALITY

The Mandatary shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATARY

Name (Mandatory)

C.E.O. (Section 16(1))

ID NO

Designation

Name of Business

Address of Business

Tel number (h) (w) e-mail

Number of employees employed

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated

Thus done and signed on this day of20.....

As witnesses:

..... (Signature) (Name in print)

..... (Signature) (Name in print)

..... (Signature) (Name in print)

THE MANDATARY

Thus done and signed on this.....day of.....20.....

As witnesses:

..... (Signature) (Name in print)

..... (Signature) (Name in print)

..... (Signature) (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

.....
THE MANDATARY

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

EMALAHLENI LOCAL MUNICIPALITY

40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A 11,5 KM, 132 KV OVERHEAD LINE.

CONTRACT NUMBER: ELM 07/2021 (READVERT)

C2.1: PRICING INSTRUCTIONS

- C2.1.1** This Schedule of Quantities forms part of the Contract Documents as listed in the Schedule of Documents and shall be read in conjunction with the General Conditions, the Specifications and the Drawings and must be submitted, duly completed, on the closing date of Tenders.
- C2.1.2** The short description of items in the Bill of Quantities are for identification purposes only, the work covered by the items being fully specified in the relevant clauses in the Specifications. The Tenderer must therefore allow in the unit price for ordering, obtaining, supplying, delivering to site, installation and commissioning of the relevant equipment with their accessories.
- C2.1.3** Except where Sum Amounts are required or where Provisional Amounts have been indicated, the Tenderer shall enter an applicable rate in the Rate Column of the Schedule of Quantities for each scheduled item. He shall also enter an applicable sum in the Amount Column for each scheduled item. Should the Schedule not be completed in the manner herein specified, the tender may either be rejected or the Contractor will not be paid for items against which rates or sum amounts, as applicable, have not been entered. In the event of the latter procedure items not paid for will be regarded as covered by other rates entered in the Schedule of Quantities.
- C2.1.4** Tenderers must complete the Schedule of Quantities and fill in the unit rates for material and labour as well as total amount for each item. The unit rate is for a single item only. Errors of the arithmetic calculation to calculate the total amount, as entered in the Schedule may be corrected by the Employer but rates will be binding.

An example of the calculations are as follows:

ITEM	DESCRIPTION	UNIT	QTY	UNIT LABOUR RATE	UNIT MATERIAL RATE	TOTAL
1	Supply and install a 9 m wood pole.	No	100	R20,00	R100,00	R12 000,00
2	Excavate pole hole.	m ³	100	R50,00	R0,00	R5 000,00
3	Supply and install 10 mm ² , 3-core cable	m	50	R5,00	R20,00	R1 250,00
4	Head office overhead cost	Sum	1	-	-	R15 000,00
TOTAL CARRIED FORWARD TO SUMMARY						R33 250,00

- C2.1.5** Tenderers are advised to check their items extensions and total additions as too many arithmetical errors occurring in the priced Schedule of Quantities will disqualify the Tenderer. Under no circumstances shall the Tenderer be permitted to change the specified quantities in the QTY column which will result in rejecting the tender or changing the quantity to the initial value and correcting the arithmetic's. If the Tenderer disagree with the quantity he must do so by means of an accompanied letter with full description and reference to the particular item.

- C2.1.6** The quantities reflected in the Schedule of Quantities are approximate only and do not necessarily represent the actual amount of work to be done. Allowance for off-cuts and scrap shall be allowed for in the unit rates. The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done to the satisfaction of the Engineer valued at the prices tendered against the respective items in the Bill of Quantities, and shall include such authorised provisional amounts and items of extra work as have become payable in terms of the Contract Documents. Extra material shall not be paid for and shall be removed from site.
- C2.1.7** The Contractor shall submit equipment technical data sheets and measured quantities for approval prior to placing any equipment orders. This information shall be submitted by the Contractor to the Engineering within 14 days of being appointed.
- C2.1.8** Unit prices quoted in the Schedule of Quantities must include for such small installation materials as are required for the complete installation in accordance with the Specifications.
- C2.1.9** Payment based on the rates tendered in the Schedule shall cover all the services and incidentals included in the works covered by the Contract and shall be made in accordance with the General Conditions, the Specifications and the Agreement pertaining to the Contract.
- C2.1.10** Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities and separate additional payment will not be made.
- C2.1.11** Writing in the Schedule must be done in black to facilitate clear photocopying.
- C2.1.12** The Contractor shall keep record of all material delivered to site, and shall submit such record to the Engineer at every site inspection. Material not installed shall be kept in the site yard or store and the material shall be kept readily available for inspection.
- C2.1.13** Application for payment, accompanied by supporting documentation, shall be submitted to the Engineer on a predetermined date which date shall be a suitable date in each month, agreed upon by all parties concerned with the payment. Claims for additional work in a particular month, for which no written instruction has not yet been issued, if applicable, must also accompany the monthly application for payment. Late claims will not be considered.
- C2.1.14** All unit rates and sum amounts shall exclude Value Added Tax, as applicable from 1 October 1991 and in accordance with the ruling rate as laid down by the Government, and all prices shall be quoted in South African currency.

EMALAHLENI LOCAL MUNICIPALITY

**40 MVA/132/11 KV, SIYANQOBA SUBSTATION PHASE 5 - CONSTRUCTION OF A
11,5 KM, 132 KV OVERHEAD LINE.**

CONTRACT NUMBER: ELM 07/2021 (READVERT)

C2.2: BILLS OF QUANTITIES
