EMALAHLENI LOCAL MUNICIPALITY

PANEL OF THREE (3) SERVICE PROVIDERS FOR ELECTRICAL NETWORK MAINTENANCE AND UPGRADING FOR A PERIOD OF 36 MONTHS (AS AN AND WHEN REQUIRED).

BID NUMBER: ELM/4/10/2026T.

ISSUED BY:

Emalahleni Local Municipality
37 Indwe Road
CACADU
5410
Tel: [047] 878 0020
Fax: [047] 878 0012
Municipal Manager: Ms. TT. Madotyeni

Supply Chain Management	IDHS Department
Mr. Simphiwe Xinti	Mr. M Zibi
Tel: 047 878 2000	Tel: 047 878 200
Email: Xintis@emalahlenilm.gov.za	Email: zibim@emalahlenilm.gov.za

BIDDER: _____

BID PRICE: _____

CLOSING DATE: 23 NOVEMBER 2026

CLOSING TIME: 12:00 PM

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

2. TENDER NOTICE & INVITATION TO TENDER

3. AUTHORITY TO SIGN A BID

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

5. GENERAL CONDITIONS OF TENDER

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

7. MBD 4 – DECLARATION OF INTEREST

8. MBD 5 Declaration for Procurement above R 10 million (all applicable taxes included

9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT NEW REGULATIONS 2022 – PURCHASES/SERVICES (80/20)

10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

12. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

13. SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON EMALAHLENI SUPPLIER DATABASE / NATIONAL TREASURY DATABASE

14. SCHEDULE B – TENDERER'S PAST EXPERIENCE

PART B – SPECIFICATIONS AND PRICING SCHEDULE .....

15. PRICING SCHEDULE .....

16. MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS..... –

17. SPECIFICATIONS.....

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

MBD 1 Invitation to tender?	**Yes**		**No**	
Authority to Sign a Bid Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
Tax Clearance Certificate Is an **ORIGINAL** and **VALID** Tax Clearance Certificate attached?	**Yes**		**No**	
MBD 3.1 (Pricing Schedule) Is the form duly completed and signed?	**Yes**		**No**	
PRICING SCHEDULE MBD 3.3 (Professional Services)	**Yes**		**No**	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 (Declaration for Procurement Above R10 Million (All Applicable Taxes Included)	**Yes**		**No**	
MBD 6.1 (Preferential points claim form)	**Yes**		**No**	
MBD 7 (Contract Form – Rendering Services) Is the form duly completed and signed?	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	**Yes**		**No**	
SCHEDULE A – CONFIRMATION OF REGISTRATION OF TENDERER ON EMALAHLENI SUPPLIER DATABASE / NATIONAL TREASURY DATABASE				
SCHEDULE B – TENDERER'S PAST EXPERIENCE				

SIGNATURE		**NAME**	
CAPACITY		**DATE**	
NAME OF FIRM			

TENDER NOTICE

Bids are hereby invited from suitably experienced Service Providers for the project stated below:

BID NO	DESCRIPTION	CIDB GRADING	ADVERTISING DATE	CLOSING DATE
ELM/4/10/2026T	PANEL OF THREE (3) SERVICE PROVIDERS FOR ELECTRICAL NETWORK MAINTENANCE AND UPGRADING FOR A PERIOD OF 36 MONTHS (AS AN AND WHEN REQUIRED).	3 EP OR HIGHER	19 OCTOBER 2026	23 NOVEMBER 2026 @12H00

Bid documents will be available from the **21 October 2026** on the Emalahleni Local Municipality Municipal Website: www.emalahlenilm.gov.za and **E-TENDER PORTAL.**

Project enquiries shall be directed to **Mr. M Zibi 083 686 4263 / at** zibim@emalahlenilm.gov.za during normal office hours (**08h00-16h30**) and all bidding enquiries shall be directed to **Mr. N Stemela on 078 112 8036/ at stemelan@emalahlenilm.gov.za** during normal office hours (**08h00-16h30**).

Completed bids and supporting documentation, placed in a sealed envelope clearly written on the outside as per the bid document, must be dropped in the marked bid box placed at the reception of the Emalahleni Local Municipality offices at 37 Indwe Road in Lady Frere not later than **12h00 pm on the dates as mentioned above**, all the received bids will be opened in public.

BIDS WILL BE EVALUATED ON THE BASIS OF RESPOSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND SPECIFIC GOALS AT 80/20 POINTS BASIS AS INDICATED FROM THE BELOW TABLE.

EVALUATION CRITERIA	POINTS ALLOCATION
Pricing	80
Specific Goals	20
TOTAL	100

SPECIFIC GOALS

CATEGORY	VERIFICATION METHOD	Weighting
Women Ownership	**CSD report**	**10**
Youth Ownership	**CSD report**	**10**
TOTAL POINTS		**20**

FUNCTIONALITY: 100 points, Minimum qualifying points will be 70 for further evaluation.

Pre-qualification Category & Description		Points Allocation
Contractor Experience Electrical Infrastructure Projects successfully completed by the Construction Service provider in the last three years. Points will be allocated based on the type of the project as shown below. If the projects cover MV and LV, the contractor stand chances to get the full 10 points under that one completed if it is within the last 3 years. MV underground Cabling = 5 Points MV Overhead Line = 5 Points LV Underground Cabling = 5 Points LV Overhead Line = 5 Points Bulk Metering = 5 Points Public Lighting = 2.5 Points Back-Up Generator = 2.5 Points ***NB: Each similar project weighs 5 points*** ***Points can only be claimed by attaching appointment letters and completion certificates from previous clients.***	**30**	**30**
Contractor Expertise **Contracts Manager:** (Attach CV, Certified Copy, NQF Level 6 in Electrical Engineering and Professional Registered with ECSA = 10 Points) ***NB: attach CV with CERTIFIED Certificates to claim full points.*** 5 years and above experience = 10 Points	**10**	**25**
Health and Safety Officer (Attach CV, Certified ID and relevant Health and safety certificate = 2 points). ***NB: attach CV with CERTIFIED Certificates to claim full points.*** 2 years and above experience = 2 Points	**4**	
First Aider (Attach CV, Certified ID and valid first aid Certified Certificates = 2 points). ***NB: attach CV with CERTIFIED Certificates to claim full points.*** 2 years and above experience = 2 Points		
Lines Man (Attach CV, Certified ID, HV/LV ESKOM Regs. Certificates = 3 points). ***NB: attach CV with CERTIFIED Certificates to claim full points.*** 3 years and above experience = 3 Points	**3**	
Electrician (Attach CV, Certified ID, Trade Test, Certificates = 5 points). ***NB: attach CV with CERTIFIED Certificates to claim full points.***	**5**	
Cable Jointer (Attach CV, Certified ID, Trade Test, MV Cable Joint Certificate. Certificates = 3 points). ***NB: attach CV with CERTIFIED Certificates to claim full points.*** 3 years and above experience = 3 Points	**3**	
Bank Rating Letter A = 5 Points B = 4 Points C = 3 Points D = 2 Points E to Z = 1 Point	**5**	**10**

Methodology and understanding of the project (1) Project objectives. (2) Scope of work and deliverables. (3) Shows detailed explanation of how supervision of the works will be carried out. (4) Indicating tools and resources to be used for the entire project life cycle. (5) Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project plan.		**5**	
Plant, Equipment and Tools Plant/ equipment (proof of ownership (Logbooks) or Signed intent to lease letter by both parties must be attached together with a proof of ownership (Logbooks) from the lessor). ***NB: attach certificates of ownership to claim the full points or attach liaise agreements to claim 50% of the points.***		**35**	
Crane Truck and the Bucket	x1	5	**35**
LDV	x1	5	
TLB	x1	5	
Thumping Machine	x1	5	
Insulation Resistance Tester	x1	5	
High Voltage Tester	x1	5	
Cable Locator	x1	5	
TOTAL			**100**

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and the Specific Goal Preferential Procurement will be based on the 80/20 points system.
- The Validity period is **120** days from the closing date of bids.
- Submit a company registration certificate (C.K document).
- Bidders must submit a Tax Compliance status document with Pin issued by South African Revenue Services (SARS).
- Submit all director's certified ID copies as reflecting on the company registration document.
- Submit proof registration of **Full Central Supplier Database**.
- All municipal rates and taxes of the supplier must be paid where the business has its head or regional office. Latest billing clearance certificate or account statement not older than 3 months must be submitted with the bid, or if the property is being leased then lease agreement must be attached, failure to do so will result in the bid being disqualified.
- Fully Completed Tender Forms and, all returnable **MBDs** –Part of the tender document. Return all returnable documents to the employer after completing them entirely by writing legibly in non – erasable ink.
- Only the original tender document will be accepted.
- All certified documents must not be older than three (03) months.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.
- Emalahleni Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.

Ms TT MADOTYENI
MUNICIPAL MANAGER

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR SIGN SLA					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

EMALAHLENI LOCAL MUNICIPALITY
37 INDWE ROAD
CACADU
5410

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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**SCM**	DEPARTMENT	**IDHS**
CONTACT PERSON	**Mr SD Xinti**	CONTACT PERSON	**Mr. M Zibi**
E-MAIL ADDRESS	xintis@emalahlenilm.gov.za	E-MAIL ADDRESS	zibim@emalahlenilm.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

MBD 2
1. TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

2.1 SARS APPLICATION FOR TCC MBD

1. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid Number.....

Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
  .....
- Brand and Model .....
- Country of Origin .....

  - Does the offer comply with the specification(s)? *YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
    *Delivery: Firm/Not firm
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

PRICING SCHEDULE
(Professional Services)

Name of Bidder:..... Bid Number: .....

Closing Time: ..... Closing Date .....

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

4. The accompanying information must be used for the formulation of proposals.

5. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

6. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

7. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

8. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	- ----------days
----------	R----------	- ----------days
----------	R----------	- ----------days
----------	R----------	- ----------days

8.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

**"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

9. Period required for commencement with project after acceptance of bid .....

10. Estimated man-days for completion of project .....

11. Are the rates quoted firm for the full period of contract?..... *YES/ NO.

12. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

2.2 TENDER OFFER

I,_____(duly authorized to represent the tenderer for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Emalahleni Local Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.

BIDDERS TOTAL OFFER (Inclusive of vat and all other charges)

R.....

The tenderer agrees that:

1.1 The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Emalahleni Local Municipality for a period of 90 days from the closing date or for such extended period as may be applicable;

1.2 The tender offer will not be withdrawn or amended during the aforesaid validity period;

1.3 Notwithstanding the above, the tenderer may submit a written request to the Emalahleni Local Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Emalahleni Local Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in the written request for withdrawal;

1.4 Should the tender offer be withdrawn in contravention of the above, the tenderer agrees that:

(a) it shall be liable to the Emalahleni Local Municipality for any additional expense incurred by the Emalahleni Local Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;
(b) the Emalahleni Local Municipality shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the Emalahleni Local Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss the Emalahleni Local Municipality may suffer due to such withdrawal.

1.5 The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Emalahleni Local Municipality's Supply Chain Management Policy ('SCM Policy') and Combating of Abuse of the Supply Chain Management System Policy ('Abuse Policy').

_____
Signature(s)

_____
Print name(s):
On behalf of the tenderer (duly authorised)

_____
Date

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The Emalahleni Local Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the Emalahleni Local Municipality. All Bidders must submit the information requested below. Pro- forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
b) The Declaration of Interest form must be completed.
c) The bid document must be completed in all respects in black ink.
d) Bids must be submitted on original bid documents.
e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

f) A joint venture that is awarded a contract with Emalahleni Local Municipality must be registered as a separate company with the Registrar of Businesses.
g) The joint venture must be registered with South African Revenue Services.
h) A separate bank account must be in place for the joint venture.
i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Emalahleni Local Municipality.

2. EXTENT OF BID

PANEL OF THREE (3) SERVICE PROVIDERS FOR ELECTRICAL NETWORK MAINTENANCE AND UPGRADING FOR A PERIOD OF 36 MONTHS (AS AN AND WHEN REQUIRED).

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 120 days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

[a] Withdraw the Bid during the afore-mentioned period of validity; or
[b] Advise the Municipality of his / her / their inability to fulfil the contract; or
[c] Fail or refuse to fulfil the contract; or
[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

[a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
[ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 120 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The duration of this project will be aligned with the existing contract of service providers.

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bids and supporting documentation, placed in a sealed envelope clearly written on the outside as per the bid document, must be dropped in the marked bid box placed at the reception of the Emalahleni Local Municipality offices at 37 Indwe Road in Lady Frere not later than at 23 November 2026 ,12: OO, all the

received bids will be opened in public.

16. BID AND PROJECT ENQUIRIES

Project enquiries shall be directed to **Mr. M. Zibi 083 686 4263 / zibim@emalahlenilm.gov.za** during normal office hours (**08h00-16h30**) and all bidding enquiries shall be directed to **Mr. N Stemela on 078 112 8036/ at stemelan@emalahlenilm.gov.za** during normal office hours (**08h00-16h30**).

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids

1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form Signed by the parties, including all attachments and appendices Thereto and all documents incorporated by reference therein.

1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "**Day"** means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "**Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"NEC 3"** means the New Engineering Contract

1.15 "**Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar Tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "**Local content**" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "**Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **"Project site**," where applicable, means the place indicated in bidding documents.

1.21 "**Purchaser"** means the organization purchasing the goods.

1.22 "**Republic"** means the Republic of South Africa.

1.23 "**SCC**" means the Special Conditions of Contract.

1.24 **"Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other Incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract

1.25 "**Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified Service to the State.

1.26 "**Tort"** means in breach of contract.

1.27 **"Turnkey**" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 **"Written**" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract document and information inspection

5.1. The supplier shall not, without the purchaser's prior written Contract consent, disclose the contract, or any provision thereof, or any documents specification, plan, drawing, pattern, sample, or information and furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person

shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent; make use of any document or information mentioned in NEC 3 relevant clause except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in NEC 3 relevant clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2. When a supplier developed documentation / projects for the Municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance

7.1. Within thirty (30) days of receipt of the notification of contract security award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
7.3.1.A cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections Tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3. If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the goods or services referred to in clauses do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Goods and services which are referred to in clauses and which do not comply with the contract requirements may be rejected.

8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods; purchase such goods as may be necessary at the expense of the supplier.

8.8. The provisions of clauses shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause of NEC 3.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1. Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract

11. Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be transportation required, this shall be specified.

13. Incidental Services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. Performance or supervision of on-site assembly and/or Commissioning of the supplied goods;

13.1.2. Furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. Training of the purchaser's personnel, at the supplier's Plant and/or on-site, in assembly, start-up, operation, Maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

14.1.2. In the event of termination of production of the spare parts:

a). Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

b). Following such termination, furnishing at no cost to the purchaser, the

c). Blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this Contract shall have no defect, arising from design, materials, or Workmanship (except when the design and/or

15.2. Material is required by the purchaser's specifications) or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the country of Final destination.

15.3. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.4. The purchaser shall promptly notify the supplier in writing of any Claims arising under this warranty.

15.5. Upon receipt of such notice, the supplier shall, within the period Specified and with all reasonable speed, repair or replace the Defective goods or parts thereof, without costs to the purchaser.

15.6. If the supplier, having been notified, fails to remedy the defect within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract

shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation

18.1. In cases where the estimated value of the envisaged changes orders in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already subcontracts specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises; the supplier's point of supply is not situated at or near the place where the goods are required, or the Supplier's services are not readily available.

21.4. Except as provided under NEC 3, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to NEC 3, unless an extension of time applied without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied In conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to NEC 3, if the supplier fails to deliver any or All of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum of R 500 calendar per day of the delay until actual delivery or Performance. The purchaser may also consider termination of the contract pursuant to NEC 3.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may for default terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to NEC 3

23.1.2. If the supplier fails to perform any other obligation(s) under the contract; or

23.1.3. If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Antidumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, Or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or Countervailing right is increased in respect of any dumped or Subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase when, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right Is abolished, or where the amount of such provisional payment Or any such right is reduced, any such favourable difference Shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from Moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or Is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1. Notwithstanding the provisions of NEC 3, the Security, damages, or

25.2. termination for default if and to the extent that his delay in performance or other

25.3. Failure to perform his obligations under the contract is the result of an event of force Majeure.

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

26. Termination for Insolvency

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

27. Settlement of Disputes

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

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

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

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

27.4.1. The parties shall continue to perform their respective obligations under the contract unless they

otherwise agree; and

27.4.2. The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Objections and complaints

Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

29. Limitation of Liability

29.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to;

29.2.

29.2.1. The supplier shall not be liable to the purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

29.2.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing language

30.1. The contract shall be written in English. All correspondence and other documents

30.2. Pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable law

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

32. Notices

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

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

33. Taxes and duties

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

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

33.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

33.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal service charges are in arrears.

34. Transfer of contracts

34.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of contracts

35.1. No agreement to amend or vary a contract or order or the conditions, stipulations.

35.2. or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

D. SPECIFICATION

PANEL OF THREE (3) SERVICE PROVIDERS FOR ELECTRICAL NETWORK MAINTENANCE AND UPGRADING FOR A PERIOD OF 36 MONTHS (AS AN AND WHEN REQUIRED).

Purpose

Emalahleni Local Municipality seeks to invite tenderers to the panel of service providers for Electrical Network Maintenance and Upgrading for a period of three years. The service providers will provide electrical services when needed for Indwe and Dordrecht towns where the municipality is licensed to distribute and sell electricity, Including Cacadu where the municipality is responsible only for public lighting and facilities. The service providers will sometimes be required to only supply and deliver the required materials. Materials or Services that the municipality might need, and it happens that they are omitted from the BoQ the appointed panel will be required to submit quotations for such.
The purpose of this tender is to appoint qualified Electrical contractors who will assist the municipality by providing extra resources under emergency conditions or when necessary, within the Emalahleni local municipality's area of supply.

Background

Emalahleni Local Municipality is responsible for maintenance in Indwe and Dordrecht towns where we are licensed to maintain distribution network of 11kV and 22kV respectively, public lighting and Cacadu facilities and utilizing the Emalahleni Local municipality budgets.

Extent of the Works

The panel Service providers appointed will be utilised as and when needed. All work carried out will be on the 22kV and 11kV network Successful bidder will be required to undertake the following tasks but not limited to such:

- Attend to emergency call outs and customer faults when needed
- Will be expected to carry out excavations, cable fault location, laying of cable, jointing, Terminations and Phasing.
- Emergency repairs on overhead lines, underground network, substation and minor construction work.
- It should be noted that the contractors must have the tools and equipment to work on the 11kv and 22kV network and have adequate resources to perform all works that will be required.
- Supply and Deliver materials.
- Maintenance of existing Back-Up Generators.

The respective MV lines, LV conductors, wooden poles, transformers, voltage transformers, mini-substations, metering systems, streetlights, High masts lights, standby generator, MV & LV protection material, and office material, electrical material are to be supplied to the municipal units at Cacadu, Indwe & Dordrecht respectively and construct, commission, test, energize, and hand-over to the municipality when required.

The quality of work is to be inspected by the contractor prior municipal CoW. The quality of the work must be approved by Emalahleni Local Municipality CoW before commissioning in line with the IEC standards.
It should be noted that before the commencement of construction, Emalahleni Local municipality T&Q Department must inspect and approve all the Material to be used on site or supplied to the municipality, all material must be according to Eskom Standards.

Location of the Works

All the projects will be taking place within the region of Emalahleni Local municipality depending on the availability of the budget with the Infrastructure Development and Human Settlement

GCC SPECIAL CONDITIONS OF CONTRACT AND CONTRACT DATA

C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employer's Agent.

C1.2.2 Special Conditions of Contract

Amendments, deletions and/or additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works (Third Edition) 2015 to which it mainly applies and additional clauses follow on from those used in the General Conditions of Contract.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract for Construction Works (Third Edition) 2015, are applicable to this Contract:

Clause Ref.	Sub-Heading	Special Conditions
1.	**GENERAL**	
1.1	Definitions	The following definitions are amended as set out below:
1.1.1.12	"Day"	Add the following at the end of Clause 1.1.1.12: *"and '**Business Day**' means any day that is not a Saturday, Sunday or official public holiday in the Republic of South Africa."*
1.1.1.16	"Employer's Agent"	Add the following at the end of Clause 1.1.1.16: *"Where reference is made to the term 'Engineer' in the Project Specifications or anywhere in the contract document, the terms 'Engineer and 'Employer's Agent' shall have the same meaning."*

Clause Ref.	Sub-Heading	Special Conditions
1.1.1.38	"Contractor's Site Agent"	*"has the meaning assigned to it in Clause 4.12.2 and is the natural person named in the Contract Data".*

1.1.1.24	"Practical Completion"	Amend Clause 1.1.1.24 to read as follows: *"means that the whole or portion of the Works has reached a state of readiness, and are fit for the purposes intended as stated in the Contract Data and/or the Scope of Work (or if no purpose is stated, their ordinary purpose), and may be occupied without any danger or undue inconvenience to the Employer, even though some minor work may be outstanding."*
	Additional Definitions	Add the following new definitions to the General Conditions of Contract:
1.1.1.35	"Contractor's Design Documents"	"*means the drawings, design details and specifications of work, Plant and Materials prepared by the Contractor for the works.*"
1.1.1.36	"Contractor's Key Personnel"	*"means the persons listed in Appendix 6* [Contractor's Key Personnel Schedule].[1]
1.1.1.37	"Contractor's Personnel"	"*means the Contractor's Representative, the Contractor's Key Personnel and all persons whom the Contractor utilises on Site, who may include staff, labour and other employees of the Contractor and of each subcontractor or supplier and any other personnel assisting the Contractor in the execution of the Works.*"

1.1.1.39	"Early Warning Event"	*"means any events, circumstances or factors which may adversely affect the Works or the progress thereof, including any events, circumstances or factors which may delay the execution of the Worksor increase the Contract Price, or otherwise adversely affect the Employer's operations on Site."*
1.1.40	"Reasonable and Prudent Contractor"	*"means a person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence, responsibility and foresight which would reasonablyand ordinarily be expected from a skilled and appropriately experienced construction contractor, who is complying with all applicable laws, engaged in the same or a similar type of undertaking, in the same or similar circumstances and conditions, and any references to the "Standards of a Reasonable and Prudent Contractor" shall be construed accordingly."*
1.1.1.41	"Risk Register"	*"means the list of Early Warning Events notified by the Contractor to the Employer, which list shall be maintained and updated by the Contractor on a regular basis."*
1.2	Interpretation	
1.2.1	Delivery of Notices	Delete Clause 1.2.1 and replace with the following: *"1.2.1. Whenever this Contract provides for the giving or issuing of written communications, these communications shall:* *1.2.1.1. be in writing and shall clearly state on the face of the document that it is a communication made in accordance with this Contract and reference the Clause under the Contract in terms of which the communication is made;* *1.2.1.2. be delivered, sent or transmitted to the addresses for the recipient's communication as stated in the ContractData, provided that either party shall beentitled to change their address for communications on written notice to theother party.* *1.2.2. Communications delivered by hand shall be delivered against receipt and*

Clause Ref.	Sub-Heading	Special Conditions
		communications transmitted via electronic mail shall be deemed to be received when the communication is capable of being retrieved by the recipient, provided that suchcommunications shall only be valid if sent asa PDF attachment to the electronic mail or other form which cannot be edited or altered. *1.2.3. References in the Contract to oral communications are deleted. "*
1.2.6	Principles of Interpretation	Add the following new Clause 1.2.6: *"In this Contract, except where the context indicates otherwise:* *1.2.6.1 references to the Contractor include the obligations of the Contractor'sPersonnel;* *1.2.6.2 references in this Contract to any deed, agreement or instrument are deemed to include references to such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;* *1.2.6.3 references to the provisions of any law shall include such provisions as amended, re-enacted or consolidatedfrom time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any Works under this Contract;* *1.2.6.4 references to a statutory provision include any subordinate legislation made from time to time under that provision and includes that provision asmodified or re-enacted from time to time;* *1.2.6.5 where figures are referred to in figures and in words, if there is any discrepancybetween the two, the words shall prevail;* *1.2.6.6 if a definition imposes substantive rightsand obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are containedin the definition;* *1.2.6.7 where a word is defined within the context of any particular clause in this Contract, that word, unless it is clear from the clause in question that that* *word has limited application only to the relevant clause, shall bear the meaning*

Clause Ref.	Sub-Heading	Special Conditions
		ascribed to it for all purposes in terms of this Contract, notwithstanding that it is not defined in clause 1.1 above; *1.2.6.8 words defined in this Contract shall bear the same meanings in any annexures or schedules to this Contract and if those annexures or schedules contain their own definitions the definitions in these Conditions shall take precedence;* *1.2.6.9 words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;* *1.2.6.10 where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a Business Day, in which event the last day shall be the next succeeding Business Day;* *1.2.6.11 the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.* *1.2.6.12 the rule of construction that the Contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of this Contract shall not apply;* *1.2.6.13 any provision in this Contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this Contract in such jurisdiction, without invalidating the remaining provisions of this Contract in such jurisdiction or affecting it in any other jurisdiction;*

Clause Ref.	Sub-Heading	Special Conditions
		1.2.6.14 time is of the essence in the performance of the Contractor's obligations; and *1.2.6.15 references containing terms such as 'best endeavours' when used in connection with an obligation of the Contractor, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a Reasonable and Prudent Contractor in comparable circumstances would do."*
1.3.1	Concession not to constitutea wavier	Amend Clause 1.3.1 by adding the following words after the word "Employer" in the first line: *", Employer's Agent"*
1.3.5	Contractor's copyright	Add the following at the end of Clause 1.3.5: *"The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of intellectual property rights which arises out of or in relation to the Contractor's design, manufacture, construction or execution of the Works or the proper use of the Works."*
1.3.7	Joint and several liability	Add the following new Clause 1.3.7: *"1.3.7.1 If the Contactor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.* *1.3.7.2 The Contractor shall, within 1 week of the Commencement Date, notify the Employer's Agent and the Employer of the key person who has the authority to bind the Contractor on their behalf."* *1.3.7.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer."*
1.3.8	Ethics	Add the following new Clause 1.3.8: *"1.3.8.1 The Contractor undertakes not to give any offer, payment, consideration, or benefit of anykind, which constitutes or could be construed as anillegal or corrupt practice, either directly or indirectly, as an inducement or reward for the awardor in execution of this contract;*

Clause Ref.	Sub-Heading	Special Conditions
		1.3.8.2 The Contractor shall comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. *1.3.8.3 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.* *1.3.8.4 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the Contract immediately on notice to the Contractor."*
1.3.9	Confidentiality	Add the following new Clause 1.3.9: *"1.3.9.1 All information obtained in terms of this Contract or arising from the implementation of this Contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Employer's Agent or the Employer, which consent shall not be unreasonably withheld.* *1.3.9.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Employer's Agent.* *1.3.9.3 This undertaking shall not apply to –* *(a) Information disclosed to the employees ofthe Contractor for the purposes of the implementation of this Contract. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of thisclause;* *(b) Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect*

Clause Ref.	Sub-Heading	Special Conditions
		such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; *(c) Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records inexistence at that time);* *1.3.9.4 The taking of images (whether photographs, video footage or otherwise) of the Works or any portion thereof, in the course of providing the Works and after the Due Completion Date, requires the prior written consent of the Employer's Agent. All rights in and to all such images vests exclusively in the Employer.* *1.3.9.5 The Contractor ensures that all his subcontractors abide by the undertakings in this clause 1.3.9"*
2	**BASIS OF CONTRACT**	
2.1.3	Obtaining Information	Add the following at the end of Clause 2.1.3: "*The Contractor shall be deemed to have made allowances in his programme for all such risks, contingencies and all other circumstances which may influence of affect the Works*."
2.2.1	Adverse physical conditions	Amend the first paragraph of Clause 2.2 by adding the words in italics: "If, while carrying out the Works, the Contractor shall encounter adverse physical conditions (other than weather conditions at the Site or the direct consequences of those particular weather conditions) or artificial obstructions, which conditions or obstructions could not have been reasonably foreseen by an experienced contractor at the time of submitting his tender, and the Contractor is of the opinion that additional work will be necessary which would not have been necessary if the particular physical conditions or artificial obstructions had not been encountered, he shall give notice to the Employer's Agent in writing as soon as he becomes aware of the conditions or obstructions aforesaid *but in any event within 5 days of the date on which he ought to have become aware of the conditions or obstructions*, stating:"

Clause Ref.	Sub-Heading	Special Conditions
2.2.3	Contractor to carry out additional work	Delete Clause 2.2.3 and replace with the following: *"The Employer's Agent shall respond to the Contractor's notice in terms of Clause 2.2.1 within 14 days of the notice. If the Employer's Agent fails to respond within the period specified, the Contractor shall carry out the additional work proposed in the notice or notices under Clauses 2.2.1 and 2.2.2 without limiting the right of the Employer's Agent to order a suspension of work in terms of Clause 5.11.2 or a variation in terms of Clause 6.3."*
2.3	Technical data	Add the following new Clause 2.3.2: *"It is the Contractor's obligations to verify the accuracy of the technical data provided by the Employer and its failure to do so shall be taken into account in the assessment of the Contractor's claim, if any."*
2.5	Assignment	Delete Clause 2.5.1 and replace with the following: *"2.5.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Contractor.* *2.5.2 The Employer may, on written notice to the Contractor, cede and delegate its rights and obligations under this contract to any person or entity."*
3	**EMPLOYER'S AGENT**	
3.2.4	Employer's Agent for health and safety	*Delete and replace with the following:* *"The Employer may, by written notice to the Contractor and the Employer's Agent, authorise an agent to act as his representative relating to responsibilities imposed by the Occupational Health and Safety Act 85 of 1933 and the Construction Regulation 2014 on the Employer. Such an agent, if not the Employer's Agent, shall beresponsible to the Employer's Agent in terms of thisContract.*

Clause Ref.	Sub-Heading	Special Conditions
4	**CONTRACTOR'S GENERAL OBLIGATIONS**	
4.1.1	Extent of Contractor's obligations	Clause 4.1.1 is re-numbered as Clause 4.1.1.1 and the following is added as a new Clause 4.1.1.2: "*The Contractor shall ensure that the Works, when complete, are fit for their intended purpose as stated in the Contract Data and/or the Scope of Work. Where no purpose is stated, the Contractor shall ensure that the Works are fit for their ordinary purpose.*"
4.1.2	Contractor's liability for own design errors	This heading is amended to read: "*The Contractor's liability for design*" Delete Clause 4.1.2 and replace with the following: "*4.1.2.1. Where any part of the Works, whether permanent or temporary is designed by the Contractor, he shall, notwithstanding any approval of the Employer's Agent be liable for any error or deficiency in any design, drawing or document and any loss or damage arising out of such error or deficiency.* *4.1.2.2. Without prejudice to any other provision of this Contract, the Contractor shall, in the performance of its design obligations under this Contract, exercise all the reasonable skill, care and diligence to be expected of a prudent, competent and properly qualified engineer or other appropriate designer experienced in the provision of like services for projects of a size, scope, nature and complexity and in a physical location similar to the Works. The Contractor's obligations in terms of this Clause shall not detract from the Contractor's obligation to produce a design which is fit for purpose stated in the Contract Data and/or the Scope of Work, and if no such purpose is stated, its ordinary purpose.*"
4.2.1	Employer's Agents Instructions	Add the following at the end of Clause 4.2.1: "*provided such instructions are given in writing. If the Contractor considers the instruction to constitute a Variation Order, he shall proceed in accordance with Clause 6.3.2.1.*"

Clause Ref.	Sub-Heading	Special Conditions
4.2.3	Setting-out of the Works	Add the following new Clause 4.2.3: *"4.2.3.1 The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme. It shall be the Contractor's responsibility to verify the accuracy of these items of reference before they are used for the Works and rectify any errors.* *4.2.3.2 After compliance by the Employer's Agent with the provisions of Clause 4.2.3.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.* *4.2.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Employer's Agent, shall at his own expense rectify such error to the satisfaction of the Employer's Agent, but if such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay in providing the particulars required in terms of Clause 4.2.3.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.* *4.2.3.4. The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.* *4.2.3.5. The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof."*

Clause Ref.	Sub-Heading	Special Conditions
4.3.1	Compliance with applicable laws	Delete Clause 4.3.1 and replace with the following: *"The Contractor shall, in fulfilling the Contract, comply with all the Contract and all applicable laws, the Standards of a Reasonable and Prudent Contractor, , relevant codes of good practice and the requirements of any public authority having jurisdiction over the Works, the site or the parties. The Contractor shall promptly provide proof of such compliance at the request of the Employer's Agent."*
4.4.7	Assignment of benefit of subcontract	Add the following at the end of Clause 4.4.7: *"The Contractor shall use its best endeavours (and shall bear the onus of proving that it has done so) to ensure (save to the extent actually prevented from doing so by law), in each subcontract that he enters into, that the Contractor's rights and obligations under the subcontract are capable of being freely assigned, ceded and delegated in full, without limitation and/or further consent being required from the Contractor, to the Employer or any affiliate of the Employer."*
4.4.8	Payment to subcontractors	Add the following new Clause 4.4.8: *"4.4.8.1.If the Contractor does not make payment of any amount due and payable by him to a Subcontractor and the Employer considers that such non-payment may adversely impact the progress of the Works or generally the obligations of the Contractor under the Contract, the Employer shall be entitled to require the Contractor to supply evidence of payment of the Subcontractor or, as applicable, justification for the non- payment.* *4.4.8.2 In the absence of such evidence or justification to the reasonable satisfaction of the Employer, the Employer is entitled, but not obliged, to make payment directly to the Subcontractor in which event such payment is, for all purposes under the Contract, regarded as a payment made on behalf of the Contractor and at the request of and with the approval and consent of theContractor, as a payment towards the Contract Price.* *4.4.8.3. Notwithstanding anything to the contrary in the Contract, all payments made directly to the Subcontractor shall be set off against the next payment to the Contractor."*

Clause Ref.	Sub-Heading	Special Conditions
4.8.1	Facilities for others	Add the following at the end of Clause 4.8.1: *"and shall be deemed to have made allowances in his programme for work carried out by others"*
4.9.	Construction Equipment	Add the following new Clauses after Clause 4.9.1 : *"4.9.2 The Contractor shall ensure that any Construction Equipment brought onto the Contractor's working areas are stored and marked in accordance with the current version of the Working Airside Manual applicable to such working areas, or other such requirements which may be communicated by or on behalf of the Employer from time to time.* *4.9.3. In order to preclude seizure by the owner of any Construction Equipment being held by the Contractor on a hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled, but not obliged, to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any monies owing or that may become owing the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.* *4.9.4 When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, theprovisions of this clause in respect of Construction Equipment brought to the Siteby the subcontractor."*
4.10	Contractor's employees	Add the following new Clause 4.10.3: *"The Contractor shall:* *4.10.3.1. comply with all relevant labour laws applicable to the Contractor's Personnel relating to their employment, wages, working hours, health and safety, welfare,, immigration and emigration laws and the requirements of any public authorities having jurisdiction over the Works, the Site or the parties;*

Clause Ref.	Sub-Heading	Special Conditions
		4.10.3.2. ensure that it pays rates and wages, and observes conditions of labour, which comply with the applicable law and are not lower than those established for the trade or industry where the work is carried out. if rates no conditions are applicable, the Contractor shall pay ratesof wages and observe conditions which are not lower than the general level of wages and conditions observes locally by employees whose trade or industry is similar to that of the Contractor; and *4.10.3.3 not recruit or attempt to recruit staff and labour from amongst the Employer's personnel."*
4.13	Engagement of foreign Employees	Add the following as a new Clause 4.13: "4.13.1 *Other than the Contractor's Key Personnel, the Contractor shall not be entitled to bring into the Country any foreign personnel to execute the Works, without the prior written consent of the Employer.* *4.13.2 Any riot, commotion, disorder, strike or lockout arising from the Contractor's use of foreign personnel shall not entitle the Contractor to make a claim. For the avoidance of doubt, the Employer is absolved from any and all liability arising from the Contractor's use of foreign personnel.* *4.13.3 The Contractor shall apply for the necessary authorities and permits together with any visas and work permits required in order for the Contractor to employ foreign personnel in South Africa. It shall be the Contractor's responsibility to ensure that obtaining the necessary authorities, permits and visas for its foreign personnel does not delay the Works. For the avoidance of doubt, the Contractor shall not be entitled to make a claim where delays in obtaining the necessary authorities, permits and visas for its foreign personnel result in a delay to the progress of the Works.* *4.13.4 All costs incurred by the Contractor in obtaining and renewing the required permits as well as any costs incurred as a result of having failed to comply with the said relevant requirements prescribed by*

Clause Ref.	Sub-Heading	Special Conditions
		the said applicable laws shall be for the Contractor's account. 4.13.5 *The Contractor shall be responsible for the return of foreign personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return for burial."*
5.	**TIME AND RELATED MATTERS**	
5.6.2	Contents of the programme	Add the following at the end of Clause 5.6.2: *"For each operation, a statement of how the Contractor plans to do the work identifying the principle equipment and other resources which he plans to use."*
5.9.1	Instructions	Add the following paragraph at the end of Clause 5.9.1: "*All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.*"
5.9.7	Employer's Agent to approve Contractor's design and drawings	Amend Clause 5.9.7 by adding the following new provisions after Clause 5.9.7.1: "*5.9.7.2 Where applicable, the Contractor submits the Contractor's Design Documents to the Employer's Agent for acceptance at the times and in the manner and format stated in the works information.* *5.9.7.3 The Employer's Agent returns each Contractor's Design Document to the Contractor marked either 'A' (accepted), 'B' (accepted with comments) or 'C' (rejected). If the Employer's Agent marks a Contractor's Design Document 'B' or 'C', he states his reasons. A reason for not accepting a Contractor's Design Document is that it does not comply with: (a) the Scope of Work; (b) any previous Contractor's design documents which the Employer's Agent has returned marked 'A', or the Employer's Agent has returned marked 'B' and the Contractor has amended to incorporate the Employer's Agents comments; (c) the applicable law; or (d) any other provision of this Contract.*

Clause Ref.	Sub-Heading	Special Conditions
		5.9.7.4 *If the Employer's Agent does not return a Contractor's design document within the period for reply, it is treated as having been returned marked 'A'.* 5.9.7.5 *Where a Contractor's design document is returned marked 'A', the Contractor proceeds with the relevant work in accordance with the Contractor's Design Document.* 5.9.7.6 *Where a Contractor's Design Document is returned marked 'B', the Contractor: (a) amends the Contractor's design document to incorporate the Employer's Agents comments; (b) submits the Contractor's design document as so amended to the Employer's Agent; and (c) proceeds with the relevant work in accordance with the Contractor's Design Document as so amended.* 5.9.7.7 *Where a Contractor's Design Document is returned marked 'C', the Contractor: (a) amends the Contractor's Design Document to incorporate the Employers Agent's comments; (b) re-submits it to the Employers Agent for acceptance; and (c) does not proceed with the relevant work until the Employers Agent has returned it marked 'A' or 'B' and, where it is marked 'B', has complied with clause 5.9.7.6.* 5.9.7.8 *If the Contractor disagrees with a comment of the Employers Agent on a Contractor's Design Document marked 'B' or 'C', he notifies the Employers Agent within one week of receipt stating his reasons and that in his opinion compliance with the comment will give rise to a change in the works information. The Employers Agent replies within one week of receipt of the Contractor's notice either confirming or withdrawing his comment. A confirmation or withdrawal by the Employers Agent is not an acceptance of the Contractor's opinion.* 5.9.7.9 *If the Contractor does not notify the Employers Agent within one week that he disagrees with a comment of the Employers Agent, compliance with the comment does not give rise to a variation in terms of the Contract."*

Clause Ref.	Sub-Heading	Special Conditions
5.9.8	Drawing and Specifications by the Contractor	Add the following as a new Clause 5.9.8: *"5.9.8.1 The originals of all drawings and specifications prepared by or on behalf of the Employer's Agent shall remain in his custody and references herein to delivery to the Contractor of drawings or specifications shall relate to true copies thereof both in hard copy and electronic format.* *5.9.8.2. The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, copies of each such drawing and specification and to receive, or reproduce, such additional copies as he shall reasonably require. All additional copies, whether provided by the Employer's Agent or reproduced by the Contractor, shall be to the Contractor's account.* *5.9.8.3 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Employer's Agent or any person authorised by him.* *5.9.8.4 The Contractor shall, in accordance with the Employer's Agent's instructions, maintain a register on the Site of all drawings and revisions thereof in the chronological order in which they are delivered to him."*
5.10	Delays attributable to the Employer	Add the following at the end of Clause 5.10.1: *"Notwithstanding anything to the contrary contained in the Contract, the Contractor shall not be entitled to claim if the Contractor would have in any event been delayed but for the Employer's conduct."*
5.11.2	Claims as a consequence of suspension	Add the following after "*the Contractor,*" in the second line of Clause 5.11.2: *"or by reason of any contractor executing construction work, which is not in accordance with, the Contractor's Health and Safety Plan for the Siteor which poses a threat to the health and safety of persons,"*
5.12.1	Extension of the Time for Practical Completion	Delete the last sentence of Clause 5.12.1 and replace with the following: *"Such extension of time shall take into account any special non-working days and all relevant circumstances in respect of such claim. The Contractor shall not be entitled to make a claim if the Works would have in any event been delayed for reasons attributable to the Contractor."*

5.13.4	Cap on penalty for delay	Add the following new Clause 5.13.4: *"The penalties payable by the Contractor shall be limited to the amount stated in the Contract Data. Upon reaching the cap on the penalties payable by the Contractor, the Employer shall be entitled to terminate the Contract immediately on notice to the Contractor".*
5.14.1	Practical Completion	Amend the second sentence of the second paragraph of Clause 5.14.1 to read as follows: *"Should the Employer's Agent not issue such list within the 14 days, then the Contractor shall notify the Employer's Agent and the Employer. If the Employer's Agent or the Employer fail to respond to the Contractor's notice or issue the list of work required for Practical Completion within a further seven days, Practical Completion shall be deemed to be achieved at the expiry of the seven dayperiod."* The last paragraph is this Clause is deleted.

Clause Ref.	**Sub-Heading**	**Special Conditions**
5.14.2	Issue of Certificate of Practical Completion	In the second line of Clause 5.14.2, replace the words "*the Employer's Agent*" with the following: ", *the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent*"
5.14.4	Certificate of Completion	Add the following at the end of Clause 15.14.4: *"However, a Certificate of Completion will not be issued before the Contractor hands over a consolidated Health and Safety file that shall include all the specified information."*
6.	**PAYMENT AND PAYMENT RELATED MATTERS**	
6.2.1	Delivery of Security	Add the following at the end of Clause 6.2.1: "*The security delivered by the Contractor shall be an unconditional, on-demand guarantee, provided by a bank or insurer approved by the Employer."*
6.5.3	Details to be recorded	In the last sentence on Clause 6.5.3: Delete the first word "*If*" and replace with "*When*".
6.6.1	Provisional sums	In the first line of Clause 6.6.1.2.1 after the word "*sums*" and the fourth line of Clause 6.6.1.2.2 after the word "*amount*", insert the words "*excluding VAT.*"

6.10.2	Valuation of material bought on to Site	Amend Clause 6.10.2 by replacing the second sentence (commencing "*The valuation of such materials…*") with the following: "*The valuation of such materials shall be based on the purchase price and delivery cost reflected by the relevant invoices or receipts, exclusive of Value Added Tax and discounts to the Contractor and inclusive of any other duties payable on such material. (Value Added Tax will be added only to the nett amount certified by the Employer's Agent as payable to the Contractor in respect of each*

Clause Ref.	**Sub-Heading**	**Special Conditions**
		Payment Certificate, as provided for in Clause 6.10.1;"
6.10.3	Retention money	Add the following at the end of Clause 6.10.3: "*A retention guarantee may be provided in lieu of cash retention. The retention guarantee shall be to the value of stated in the Contract Data. The retention guarantee shall be issued by the Contractor at the Commencement Date of this Contract. The retention guarantee shall be returned to the Contractor within 14 days.*"
6.11	Variations exceeding 15 per cent	In Clause 6.11, replace "*15 per cent*" in the heading, the marginal heading and in Clause 6.11.1.3 with "*20 per cent*".
7.	**QUALITY AND RELATED MATTERS**	
7.2.1	Quality of Plant, workmanship and materials	Clause 7.2.1 is renumbered as Clause 7.2.1.1 and the following new Clauses are added at the end of Clause 7.2.1: "*7.2.1.2. The onus rests with the Contractor to produce work which conforms in quality andaccuracy of detail to all the requirements of the specifications and drawings, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.* *7.2.1.3 The Employer's Agent shall be entitled to audit any aspect of the Works.* *7.2.1.4 The details of all quality documents; test procedures and compliance documents must be submitted, five (5) days before each design and execution stage commences, to the Employer's Agent for information.*"

7.4.1	Samples of materials	Clause 7.4.1 is renumbered to Clause 7.4.1.1 and the following new Clauses are added at the end of Clause 7.4.1: *"7.4.1.2 The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as concrete and asphalt. Although not a requirement for the Contractor to conduct*

Clause Ref.	**Sub-Heading**	**Special Conditions**
		regular tests on any commercially producedproducts such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him. *7.4.1.3 Similarly, the quality of all elements of the works shall be checked on a regular basis by the Employer's Agent and./or the Employer's Agent Representative so as to ensure compliance with the specified requirements. The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfactionof the Employer's Agent The Contractor shall be fully responsible for any defective material or equipment provided, and any consequences thereof. Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the Contractor shall test and check such materials, products and or elements for compliance with the specified requirementsand shall submit his results to the Employer's Agent for approval. Such submission shall include all his measurements and test results and shall furnish adequate proof of compliance with the specified requirements."*
7.6.3.3	Removal of improper work and materials	Add the following new Clause 7.6.3.3: *"To stop any contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan for the Site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing."*
8.3.1.4	Excepted risks	Add the following new Clause 8.3.1.4: *"Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks."*

8.3.1.4.	Excepted risks	Add the following at the end of 8.3.1.4: (a) *"Provided that all of the following conditions are satisfied: The Contractor has engaged with the persons responsible for the strike, riot, commotion, disorder, violent demonstrations, sabotage other civil disturbance; has met with the relevant persons or leaders; and has recorded such relevant persons' or leaders' details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct;* (b) *The Contractor has obtained proof of the strike, riot, commotion, disorder, violent demonstrations, sabotage or other civil disturbance;* (c) *The Contractor has reported all threats and unlawful conduct to the South African Police Service;* (d) *The Contractor has brought an urgent application to the court that correctly identifies and defines the unlawful conduct to be interdicted; and* *The Contractor has ensured that the court order obtained pursuance to the urgent court application is enforced.*

Clause Ref.	**Sub-Heading**	**Special Conditions**
8.4.1.1	Injury to persons and damage to property	Delete and replace with the following Clause 8.4.1.1: "*hereby indemnifies the Employer, the Employer's Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and*"
8.4.3	*Limitation of Liabilities*	Add the following new Clause 8.4.3: *"8.4.3.1 Neither Party shall be liable to the other Party for the loss of any Works, loss of profit, loss of any contract or for any indirectconsequential loss or damage which may be suffered by the other Party in connectionwith the Contract.* *8.4.3.2 The Contractor's liability under the Contract shall be limited to the amount stated in the Contract Data.* *8.4.3.3 The following shall be excluded from the calculation of the limitation of liability: (a) any proceeds received from any project insurances required in terms of the Contract or any proceeds which would have been received from any project insurances but for*

Clause Ref.	Sub-Heading	Special Conditions
		the conduct of the Contractor; (b) delay and performance liquidated payable by the Contractor under the Contract; (c) all indemnities provided in the Contract; (d) retention monies; (e) any amounts paid to the Employer pursuant to the security provided under the Contract. *8.4.3.4 The Employer's liability shall be limited to the Contract Sum.* *8.4.3.5 This clause shall not be limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party".*
8.7	Early Warning Events	Add the following new Clause 8.7: *"8.7.1 In order to mitigate risk, the Employer and the Contractor require open and effective communication and co-operation to deal withevents, circumstances or factors which may adversely affect the Works or the progress thereof, including any events, circumstances or factors which may delay the execution of the Works or increase the Contract Price, or otherwise adversely affect the Project or the Employer's operations on Site ("**Early Warning Event**").* *8.7.2 With a view to facilitating this, the Contractor shall notify the Employer of Early Warning Events by way of an Early Warning Event register ("**Risk Register**") which shall be maintained, updated and submitted by the Contractor to the Employer on a weekly basis. The Contractor shall co-ordinate weekly early warning meetings at the Site for the purpose of discussing Early Warning ("**Risk Reduction Meetings**").* *8.7.3 The Risk Reduction Meetings shall be attended by the Employer's Agent and the Contractor with the requisite expertise and authority to take decisions on behalf of the Parties at such meetings.* *8.7.4 The updated Risk Register shall be submitted to the Employer at each such meeting.* *8.7.5 In each notice given in the Risk Register the Contractor shall provide: (a) detailed particulars of the event and the potential adverse effects; and (b) Proposals for the steps to be taken to mitigate the potential adverse effects thereof.* *In addition, either of the Parties shall be entitled, by written notice, to require the other*

Clause Ref.	Sub-Heading	Special Conditions
		Party to attend a Risk Reduction Meeting in respect of any Early Warning Event (whether or not notified by the Contractor). *8.7.6 The purpose of the Risk Reduction Meeting is to raise and discuss Early Warning Events in a cooperative manner and to jointly make and consider proposals and seek solutions to mitigate the potential adverse effects thereof.* *8.7.7 The early warning notice and Risk Reduction Meeting contemplated in this Clause are intended as a risk management tool and open discussion is of paramount importance. To this end:* *8.7.7.1 notification in terms of this Sub-Clause shall not constitute notification of a claim for extension of time or additional cost pursuant to Clause 10.1 Extension of time for Practical Completion] or otherwise under the Contract (and to the extent that the Contractor wishes to give such notice in respect of a notified Early Warning Event he shall do so in a separate notice in accordance with the relevant provisions of the Contract; and* *8.7.7.2 unless otherwise specifically agreed in writing by the Employer and the Contractor from time to time nothing raised or agreed at any Risk Reduction Meeting shall limit or derogate from the rights and obligations of the Parties under the Contract.* *8.7.8 If the Employer's Agent has notified the Contractor of his decision that the Contractor did not give an early warning which an experienced Contractor should have given, the claim shall be assessed as if the Contractor had given an early warning."*
9	**TERMINATION OF CONTRACT**	
9.1.1	Termination due to external events	In the second line of Clause 9.1.1, delete the words "*in any part of the world*" and replace with "*within the jurisdiction of the Site*".
9.1.4	Increased costs	The second paragraph of Clause 9.1.4 is amended to read as follows: "*Provided that the Contractor shall, as soon as any such increased Costs comes to his knowledge, and in any event no later than 14 days becoming aware of, or when the Contractor should have reasonably become aware of such increased Cost, notify the Employer's Agent thereof, in writing. The provisions of Clause 6.4 shall then apply, with the necessary changes.*"

Clause Ref.	Sub-Heading	Special Conditions
9.2.4	Termination for convenience	Add the following new Clause 9.2.4: "*Notwithstanding any other termination rights that the Employer may have under in terms of clause 9.2, the Employer may at any time, in its absolute discretion and without cause, terminate the Contract in whole or in part by giving 90 (ninety) days written notice to the Contractor of its intention to terminate. Subject to the Employer's rights under the Contract to deduct amounts owing to the Contractor in terms of clause 6.10.6, the Employer must pay the Contractor, as the Contractor's sole remedy in relation to the termination, all proven amounts due and unpaid for the Work completed at the date of termination.*
10	**CLAIMS AND DISPUTES**	
10.5.1	Dispute resolution by standing adjudication	Add the following at the end of Clause 10.5.1: *"The member of the Adjudication Board shall be selected from the panel of Adjudication Board Members attached as Appendix 8 [the Adjudication Board panel]."*
10.5.2	Dispute resolution by ad-hoc adjudication	Add the following at the end of Clause 10.5.2: *"The member of the Adjudication Board shall be selected from the panel of Adjudication Board Members attached as Appendix 8 [the Adjudication Board panel]."*
10.7.4	Urgent relief	Add the following new Clause 10.7.4: "*Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.*"
10.8	Court proceedings	Delete Clause 10.8 and replace with the words "[NOT USED]"
10.9.1	Appointment of dispute resolving person	Amend Clause 10.9 by deleting reference to "*the South African Institution of Civil Employer's Agenting*" and substituting with "*the Johannesburg Bar Council*".
10.10.1	Contractor's right to court proceedings	Delete Clause 10.10.1 and replace with the words "[NOT USED]"

Part 1: Contract Data completed by the Employer

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause Reference	Contract Data	Specific Data
1.1.1.9 and 1.2.1	Contractor	
1.1.1.13	Defects Liability Period	6 – 12 Months
1.1.1.14	Due Completion Date	TBC
1.1.1.15 and 1.2.1	Employer	
1.1.1.16	Employer's Agent	TBC
1.1.1.26	Pricing Strategy	The pricing Strategy is: a Re-measurement Contract as defined in Clause 1.1.1.27]

1.1.1.38	Contractor's Side Agents	
1.3.2	Governing law	The law of the Republic of South Africa
1.3.3	Language	The language of the Contract is English
2.2.4	Contractor's right to claim	
3.2.3	Specific approval of the Employer required	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties: • Clause 3.3.1 Nomination of Employer's Agent's Representative • Clause 3.3.4 Employer's Agent's authority to delegate • Clause 5.8.1 Non-working times • Clause 6.3 Variations • Clause 5.11.2 Suspension of the Works • Clause 5.12.1 Extension of Time for Practical Completion • Clause 5.12.4 Acceleration instead of extension of time.

5.1.1	Time calculations	Special non-working days include: • Saturdays, Sundays and gazetted public holidays in the Republic of South Africa; and • The annual builder's break, on which the contractor grants the majority of his permanent workforce leave around 15 December and the first Monday of the subsequent year (as defined by the South African Forum Civil Engineering Contractors).
5.3.1	Commencement of the Works	The documentation required before commencement with the Works execution are: • Site Permits • Approved Health and Safety File in terms of the Occupational Health and Safety Act 85 of 1993: Construction Regulations (refer to Clause 4.3.1) • Initial Program (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Contractor's cash flow projection
5.3.2	Unaccepted documentation	The time to submit the documentation required before commencement with Works execution is fourteen (14) days.

5.8.1	Non-working times	The non-working days are Saturdays, Sundays, and Government Gazetted Public Holidays Refer to the working hours as detailed in the Manual of Procedures for Working Airside.
5.13.1	Penalty for delay	R5000 per calendar day for projects with minimum value of R1 – R10m 0,05% of the project Value to maximum of R25 000 for projects more than R10 Million
5.13.3	Cap on penalty	10% of the contract sum, after which contract will be terminated
5.14.1	Practical Completion	Varies on project
6.2.1	Security	• Performance Bond: The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum.
6.3.10	Retention money	If a retention guarantee is provided in lieu of cash retention, then value of the retention guarantee shall be an amount equal to 10% of the Contract Sum.
6.5.1.2.3	Basis of payment for dayworks	The percentage allowances to cover the relevant charges is 10%.

6.8.2 and 6.8.3	Contract Price Adjustment	The Contract Price shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract. If special materials are specified in the Contract then the provisions of Clause 6.8.3of the General Conditions of Contract shall apply to such special materials. Where applicable, in terms of the foregoing, the value of the certificates

		issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: x = 0.15 a = 0.15 b = 0.25 c = 0.50 d = 0.10 "L" is Consumer Price Index for the area of Kempton Park i.e. Witwatersrand. "F" is the Production Price Index for Diesel oil. The base date for the purposes of calculating Contract Price Adjustment (CPA) shall be the month prior to the tender closing date. NOTE: The contract price adjustment factor shall be calculated to six decimal places.
6.10.1.5	Percentage of advance on materials not yet built into the Permanent Works	The percentage advance on materials not yet built into the Permanent Works is 80% upon proof of ownership. Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of receipted invoices or other acceptable documents.

6.10.3	Retention money	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. The limit of retention money is 10% of the Contract Price, including allowances for contingencies and Contract Price Adjustment. A guarantee in lieu of retention is permitted.

10.5.3	Number of Adjudication Board Members	One
10.7.1	Reference to arbitration	Disputes are to be referred for final settlement to arbitration

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1: Pricing Instructions

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the SERVICE PROVIDER's rates for providing supplies, services, engineering, and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure F of SANS 294, as amended in, and read in conjunction with the Bid Data.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. Definitions

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the SERVICE PROVIDER contracts to do the work.
Amount:	The product of the quantity and the rate Bided for an item.
Sum:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

6. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare

kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m^2	=	square metre
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
m^2-pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. Net Measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the SERVICE PROVIDER will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. Currency

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. Rates and Prices

1.1. **General**

1. The SERVICE PROVIDER must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

2. The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3. Where the SERVICE PROVIDER is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

4. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The SERVICE PROVIDER will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

5. Should the SERVICE PROVIDER group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

6. Should the SERVICE PROVIDER indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

7. A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

1.2. **"Rate only" items**

The SERVICE PROVIDER shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

1.3. **Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the SERVICE PROVIDER shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price. Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

13. Construction

14. Attention is drawn to Clause 44.1 of the General Conditions of Contract and the SERVICE PROVIDER must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

15. Items marked "L" in the Bill of Quantities shall be carried out using labour intensive methods.

C3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART A: DAYWORK.....

PART B: OHSA 1993 HEALTH AND SAFETY SPECIFICATION.....

PART C: EXPANDED PUBLIC WORKS PROGRAMME.....

PART B: DAYWORK

The Bidder must insert in this Daywork Schedule the percentages which he proposes to claim for labour and on the actual net cost of materials and must state the rates for the use of such Construction Equipment as he proposes to have available upon the Site to use for daily work. (See Clause 37.2.1 of the General Conditions of Contract).

The labour and materials percentages, and rates of hire quoted will be held to include for all items as detailed in Civil Engineering Quantities 1990, Chapter 8 Sub-clauses 8.3 and 8.4.

Rates for the use of Construction Equipment must be the overall charge, excluding VAT, to the Employer.

(a) Labour: Percentage allowance on gross remuneration of workmen engaged . . . . %

(b) Material: Percentage allowance on net cost of materials delivered on Site . . . . %

(c) Construction Equipment:

Construction Equipment: (insert details)	**Hourly rate (Excluding VAT)**

Date: ..... Signed on behalf of the Bidder: .....

NOTES:

i. If the percentage allowances are not stated by the Bidder in (a) and (b) above, or in the Contract Data, the percentages will be held to be:
   - 15% on the gross remuneration of workmen engaged,
   - 15% on the net cost of materials.

Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of Clause 46.2 of the General Conditions of Contract.

PART C: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

C1. SCOPE

- This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

- This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

- In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

- This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

C2. DEFINITIONS

- For the purpose of this contract the following shall apply:

- C2.1 "**Construction Health and Safety Agent**" (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

- C2.2 "**Contractor**" where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as "**principal contractor**" as defined in the Construction Regulations 2014. "**Contractor**" and "**principal contractor**" are therefore interchangeable and shall be read in the context of the relevant document.

- In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

- For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- C2.3 "**Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

- C2.4 "**Employer's Agent**" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.

C3. EMPLOYER'S BASELINE RISK ASSESSMENT

C3.1 Risk information

- The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

- This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

- This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

- Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

- This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

C3.2 Guidelines for construction and maintenance projects under Covid-19 Lockdown

- The Employer has prepared guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for road construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government. The guidelines have been included as Annexure A at the end of this Project Document.

C4. APPLICATION FOR CONSTRUCTION WORK PERMIT

- Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.

- A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

C5. NOTIFICATION OF CONSTRUCTION WORK

- Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

- A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors,

employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

C6. HEALTH AND SAFETY PLAN

- Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

- The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

- The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

C7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

C7.1 Appointments

- The Contractor shall appoint in writing all employees.

- The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

C7.2 Health and safety induction training

- No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

- The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

- The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

C7.3 Medical certificate of fitness

- The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

C8. APPOINTMENT OF SAFETY PERSONNEL

C8.1 Construction manager

- Refer to Construction Regulation 8(1), (2), (3) and (4).

- The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety

compliance.

- The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

C8.2 Construction health and safety officer

- Refer to Construction Regulation 8(5) and (6).

- Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

C8.3 Construction supervisor

- Refer to Construction Regulation 8(7), (8), (9) and (10).

- The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

- The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

C8.4 Health and safety representatives

- In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

- The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

- The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

C8.5 Health and safety committee

- In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

- The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

C8.6 Competent persons

- The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

- A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

- The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

C9. RECORDS AND REGISTERS

- The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

C10. CONTRACTOR'S RESPONSIBILITIES

- For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

- Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C11. MEASUREMENT AND PAYMENT

- It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Health and safety plan

- The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administrating the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site. Provision is made for the costs of preparing and implementing the health and safety plan in item C1.2.5.1of the Bill of Quantities.

(b) Safety appointments

- No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in sub-clauses E8.1 to E8.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

(c) Records and registers

- The keeping of records and registers related to health and safety on site as described in clause E9 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1of the Bill of Quantities.

(d) Medical certificates

- No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates, and for which no separate additional payment will be made except to the extent provided in item C1.2.5.1 of the Bill of Quantities.

PART D: EXPANDED PUBLIC WORKS PROGRAMME

D1. SCOPE

This part provides the specifications with regard to the following:

(a) The Expanded Public Works Program (EPWP); and

(b) The National Youth Service (NYS) program, which is a government program implemented by the National Department of Public Works forming part of the Expanded Public Works Program (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens. Such local labour shall be the targeted participants in the EPWP

Furthermore, in order to avoid duplication of training facilities, the provision of training facilities for all structured training, including for the structured training described in Part G: Small Contractor Development (in those instances where Part G is included in the contract), shall be measured and paid for in terms of the pay items provided in this Part F.

D2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

D2.1 Labour-intensive construction, supervision and management for the Expanded Public Works Program (EPWP)

The Expanded Public Works Program (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Program (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Program (EPWP).

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the bill of quantities in the manner described in C2.1 Pricing Assumptions.

Contractors shall note that they shall employ in labour-intensive works only the following supervisory and management staff that have completed the required Skills Program in terms of Appendix C of the aforementioned guidelines:

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

(c)

- In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month

- **D2.2 Labour laws applicable to the Expanded Public Works Program (EPWP)**

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Program (EPWP) shall be implemented in accordance with:

(a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programs (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and

(b) Ministerial Determination 4: Expanded Public Works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

- The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Program (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Program (EPWP).

- The above documents can be downloaded from the EPWP website of the Department of Public Works (http://www.epwp.gov.za/).

D2.3 Persons to be employed under the Expanded Public Works Program (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Steering Committee (PSC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 18 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labor-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

D2.4 Contract of employment with persons employed under the Expanded Public Works Program (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Program (EPWP), using the pro forma contract of employment to be provided

D2.5 Employment of targeted labour under the Expanded Public Works Program (EPWP)

The Contractor shall be contractually obliged to:

- brief EPWP workers on the conditions of employment;
- enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Program (EPWP) shall be the gazetted rate:

- per task (for task-rated workers); or
- per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set by the municipality.

D2.6 Training of persons employed under the Expanded Public Works Program (EPWP)

The training of persons employed under the Expanded Public Works Program (EPWP) is described in clause F4 below.

D2.7 Contractor's obligations towards persons employed under the Expanded Public Works Program (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

(a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;

(b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of

such UIF payments upon request;

(c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;

(d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;

(e) ensure that all participants receive induction on site safety prior to commencing with work on site;

(f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;

(g) provide safe on-site storage facilities for apparel and tools issued to the participants;

(h) assist in the assessment of participants with regard to their competencies;

(i) provide overall supervision and day-to-day management of participants; and

(j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

D2.8 Apparel and tools for persons employed under the Expanded Public Works Program (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHSA 1993 Health and Safety Specification and the Contractor's site- specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

  (i) Protective overalls (two sets), blue/Navy in colour, with EPWP branding;

  (ii) Lime green reflective safety vest with EPWP branding;

  (iii) Protective footwear; and

  (iv) Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site- specific health and safety plan and accompanying risk assessments, such as:

  (i) Protective headwear, with EPWP branding;

  (ii) Protective eyewear such as spectacles and goggles;

  (iii) Protective face shields;

  (iv) Protective earplugs and earmuffs;

  (v) Respiratory masks;

(vi) Disposable safety apparel;

(vii) Kidney belts;

(viii) Safety harnesses; and

(ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

(i) where the employee requests the issue of additional PPE in excess of what is prescribed;

(ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or

(iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

D2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made

in pay item provided in bill of quantities.

D10 Payment matters relating to EPWP

D10.1 General

No separate pay items shall be provided in terms of Part F of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work program for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

D10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour intensive construction in the bill of quantities only in those instances where such items are constructed using labour intensive methods.

Any unauthorized use of construction equipment to carry out work which was scheduled to be carried out using labour intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour intensive methods.

D11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract.

The financial penalty shall be calculated as follows:

$$P = 0{,}05 \times [\,(E - E_o)/100\,] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value dded tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificat

BILL OF QUANTITIES

BILL NO 1 - PRELIMINARY AND GENERAL						
APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)					**PRICE (EXCL VAT)**	
Item	DRW No.	Description	Unit	QTY	Rate	Total Price (R)
A	**FIXED CHARGE ITEMS**					
A.1	**Site Establishment:**	The Contractor shall establish the site camp and maintain throughout the construction period and allow for removal of such upon completion of Works.				
A.1.1.		Office and Meeting Room complete as per P&G's Guideline	Sum	1		R -
A.1.2.		Stores	Sum	1		R -
A.1.3.		Sanitation	Sum	1		R -
A.1.4.		Electricity	Sum	1		R -
A.1.5.		Supply and Install Diamond mesh fencing at 1.8 meters high	m	1		R -
A.1.6.		Supply and Install Diamond mesh Lockable Gate 1.8m high x 3.6m wide	each	1		R -
		Project Preparation	Sum	1		R -

A.2.	**Sign Board Labour**					R	-
A.2.1		Contractor shall erect on site, maintain throughout the construction duration	each	1		R	-
A.4.	**Health and Safety measures (In terms of 34-333)**	Safety & Health, Environmental					
A.4.1		Compliance with OH&S Act & Construction Regulations.	Sum	1		R	-
		Health and Safety file complience and Maintenance	Sum				
A.5.	**As Built**						
A.5.1		The Contractor shall maintain and update an as-built drawings as per detailed specifications	No charge				
A.6.	**Construction Plan**						
A.6.1.		Contractors must allow for the preparation of a detailed programme reflecting the outage dates.	No charge				
A.7.	**Materials Management**						
A.7.1		The Contractor shall make allowance to receive, offload and stack the free-issue materials supplied to the contractor.	Sum	1		R	-

A.7.2		Once authorised by the Client, the unused materials shall be loaded, off-loaded , stacked and returned to the Municipality Store from where it originated.	Sum	1		R	-
A.8.	**Contractual requirements**	Comply ,maintain all insurance and statutory contributions, etc.					
A.8.1		Allowance to Comply ,maintain all insurance and statutory contributions, etc. **(Actual cost will be paid at the end of the project)**	Sum	1		R	-
A.9.	**Compliance with EPWP Requirements**						
A.9.1		Completion and submission of the Expanded Public Works Programme report	No charge				
A.10.	**Inspections, Commissioning and closing the project**						
A.10.1		Final Inspections	sum	100%			
A.10.2		Commisioning	sum	100%			
A.10.3		Close Out Report	sum	100%			
SUB-TOTAL						**R**	**-**
B.	**TIME RELATED ITEMS**						
B.1	**Site Establishment**						
B.1.1.		Maintain Site Office and Meeting Room, Site Storage complete as per P&G's guideline	Weeks	24		R	-
B.1.2.		Water	Weeks	24		R	-
B.1.3.		Sanitation (service)	Weeks	24		R	-

B.1.4.		Electricity (Eskom/Munic supply)	Weeks	24		R	-
B.1.5.		Electricity (Generator)	days	0		R	-
						R	-
B.2	**Accommodation**	accommodation allowance is for the contractors staff excluding the casual labourers which are assumed to be residing in the area where the works are executed.				R	-
B.2.1.		Staff Accommodation allowance	Weeks	24		R	-
B.3	**Security**					R	-
B.3.1.		Security on site - 24 Hour Unarmed Security (Must be registered with the appropriate body)	Monthly	6		R	-
B.4	**Tools and Equipment**					R	-
B.4.1		Tools and equipment (Provision made for only rental of Specialized Tools) - Only actual cost will be compensated	Weeks	0		R	-
B.5.	**Labour**	The Contractor need to submit Weekly Time Sheets for all hourly compensation claims and a Daily attendance register for CLO compensation claims				R	-
B.5.1.		*Supervisor*	Monthly	6		R	-
B.5.2.		*Contracts Manager*	hourly	48		R	-
B.5.3.		*Driver*	hourly	192		R	-

B.5.4.		*Store person (Storeman is required to reconcile and quantify All material on site including Eskom supplied material using the correct material return to stores forms. The Storeman shall adhere to the implementation and maintenance plan for Materials Management System for the duration of the contract).*	Monthly	6		R	-
B.5.5.		Safety Officer and Safety Rep	hourly	48		R	-
B.5.6.		Community Liaison Officer	monthly	6		R	-
B.5.5.		PSC Provision	monthly	6		R	-
B.6.	**Transport**	Transport of resources to and from site will be done in terms of OHS Act (T). The cost to the Contractor to provide safe transport for his employees should be in terms of the Construction Regulations Clause 21 (2) (a) and (i) & adhere to Eskom Life Saving rules. The transport rates includes for both the fixed and running cost components. Tracker records to be provided as proof of km's travelled.					
B.6.1		LDV 4x2	km	2500		R	-
B.6.2		LDV/4x4	km				

B.6.3		Personnel Transport for Staff	km	2500		R -
B.6.4		10 m³ Tipper Truck	km	1		
B.6.5		6 m³ Tipper Truck	km	1		
B.6.6		Transport Truck 2-4 ton	km	1		
B.6.7		Transport Truck 5-8 ton	km	1		
B.6.8		Transport Truck 5-8 ton with crane	km	2500		R -
B.6.9		Transport Truck 9-14 ton	km	1		
B.6.10		Transport Truck 9-14 ton with crane	km	1		
						R -
SUB-TOTAL	**Sub Total B**	**TIME RELATED ITEMS**				**R -**
	Sub Total A	**FIXED CHARGE ITEMS**				**R -**
TOTAL	**Grand Total: : Carried forward to summary**					**R -**

BILL NO 2 - MEDIUM VOLTAGE RMU, MINIATURE SUBSTATION, TRANSFORMERS, ETC

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)				**Tender Quantity**	**PRICE (EXCL VAT)**				
Item	Description	DDT Ref.	Unit		Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Transformers								

	Supply and Installation of existing or new Eskom Eastern Region approved transformers on an appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable brackects/Platform, lugs for 35, 50 or 70mm conductor as required & all accessories.. Include transport, offloading/loading.						
2,1	NEW Transformer 16kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
2,2	NEW Transformer 32kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
2,3	NEW Transformer 64kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
2,4	NEW Transformer 50kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
2,5	NEW Transformer 100kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
2,6	NEW Transformer 200kVA, 11kV - 22kV, pole-mounted.	No	1		R -	R -	R0,00
	Miniature Substation						
	Supply and Installation of existing or new Eskom Eastern Region approved Mini Subs on an appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm cable as required & all accessories. e. Include transport, offloading/loading.						

2,7	New 315KVA Miniature Substation, Outdoor rated unit, 11kv - 22kv MV Steping down to 400V/230V. Using oil for cooling.		No	1		R -		R -	R0,00
2,8	New 500KVA Miniature Substation, Outdoor rated unit, 11kv - 22kv MV Steping down to 400V/230V. Using oil for cooling.		No	1		R -		R -	R0,00
2,9	New 315KVA Miniature Substation, Outdoor rated unit, 11kv - 22kv MV Steping down to 400V/230V. Using SF6 Gas for cooling.		No	1		R -		R -	R0,00
2,10	New 500KVA Miniature Substation, Outdoor rated unit, 11kv - 22kv MV Steping down to 400V/230V. Using SF6 Gas for cooling.		No	1		R -		R -	R0,00
	Free Standing 3-Way RMU								
2,11 2,12	**Supply and Installation of existing or new Eskom Eastern Region approved RMU on an appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm cable as required & all accessories. e. Include transport, offloading/loading.** New 11kV - 22kV Free Standing 3-Way transformer.		No	1		R -		R -	R0,00
	TOTAL : Carried forward to summary								R0,00

BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)				Tender Quantity	PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit		Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Conductor **Supply, safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.**								
3,1	COND,ACSR FOX 8.37D UNGRS - D3136		m	1		R -		R -	R -
3,2	COND, ACSR MINK 10.98D UNGRS D3136		m	1		R -		R -	R -
3,3	COND,ACSR HARE 14.16D UNGRS D3136		m	1		R -		R -	R -
3,4	COND, SQUIRREL		m	1		R -		R -	R -
	SUB – TOTAL								**R -**
	MV STRUCTURES								

	Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing.									
	2 PHASE STRUCTURES General Arrangement									
3,5	Delta / 1,3m Steel X-arm - Strain - Medium(1°-60°) Deviation	No	1	R -		R	-	R	-	
3,6	Delta / 1,3m Steel X-arm - Strain - Large(60°-90°) Deviation	No	1	R -		R	-	R	-	
3,7	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	No	1	R -		R	-	R	-	
3,8	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation (RX)	No	1	R -		R	-	R	-	
3,9	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	No	1	R -		R	-	R	-	
3,10	Delta / 2,5m Wood X-arm - Strain - 0° Deviation (RX)	No	1	R -		R	-	R	-	
3,11	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	No	1	R -		R	-	R	-	
3,12	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Dev (RX)	No	1	R -		R	-	R	-	
3,13	Delta / 2x2,5m Wood X-arm - Strain - (60°-90°) Deviation	No	1	R -		R	-	R	-	
3,14	Delta / 2x2,5m Wood X-arm - Strain - (60°-90°) Deviation (RX)	No	1	R -		R	-	R	-	
3,15	Delta / 2,5m Wood X-arm - Strain - Terminal	No	1	R -		R	-	R	-	
3,16	Delta / 2,5m Wood X-arm - Strain - Terminal (RX)	No	1	R -		R	-	R	-	

3,17	Delta / 4,5m Wood X-arm - Intermediate - 0° Deviation		No	1		R -		R -	R -
3,18	A FRAME SOUTHERN REGION - CROSS ARM		No	1		R -		R -	R -
3,19	A FRAME SOUTHERN REGION - CROSS ARM RX		No	1		R -		R -	R -
	SUB - TOTAL								**R 0,00**
	3 PHASE STRUCTURES General Arrangement								
3,20	3 Phase Delta intermediate 0 degrees D2063 - A-Frame with 4kN Posts + Bird Perch		No	1		R -		R -	R -
3,21	3 Phase Delta intermediate 0 degrees D2063 - A-Frame 10kN Posts + Bird Perch & road-xing ties		No	1		R -		R -	R -
3,22	3 Phase Delta 2.5 Wood X-arm Intermediate 0 degrees 1740		No	1		R -		R -	R -
3,23	3 Phase Delta 2.5 Wood X-arm Intermediate 0 degrees 1740 - road-xing		No	1		R -		R -	R -
3,24	Delta / 2,5m Wood X-arm - Strain - 0° Deviation		No	1		R -		R -	R -
3,25	Delta / 2,5m Wood X-arm - Strain - 0° Deviation (RX)		No	1		R -		R -	R -
3,26	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation		No	1		R -		R -	R -
3,27	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Dev (RX)		No	1		R -		R -	R -

3,28	Delta / 2x2,5m Wood X-arm - Strain - (60°-90°) Deviation	No	1	R -			R	-	R	-	
3,29	Delta / 2,5m Wood X-arm - Strain - Terminal	No	1	R -			R	-	R	-	
3,30	Delta / 2,5m Wood X-arm - Strain - Terminal (RX)	No	1	R -			R	-	R	-	
3,31	3 Phase - H-Pole / 4,5m Wood X-arm - Strain - 0° Deviation-RX	No	1	R -			R	-	R	-	
3,32	3 Phase – H-Pole / 2 x 4,5m Wood X-arm – Strain – Medium(1°-60°) Deviation	No	1	R -			R	-	R	-	
3,33	3 Phase – Trips – Strain - 0° Deviation (Front view)	No	1	R -			R	-	R	-	
3,34	3 Phase – Trips – Strain Large 1 - 90° Deviation	No	1	R -			R	-	R	-	
3,35	3 Phase - H-Pole / 4,5m Wood X-arm - Strain - 0° Deviation	No	1	R -			R	-	R	-	
3,36	3 Phase - H-Pole / 4,5m Wood X-arm - Strain - Medium 1-60° Deviation	No	1	R -			R	-	R	-	
	SUB - TOTAL								R	-	
	Auxiliary Structures										
3,37	3Ph, Take off (2.5m X-arm)	No	1	R -			R	-	R	-	
3,38	3Ph, Take off (2.5m X-arm) RX	No	1	R -			R	-	R	-	
3,39	2Ph, Take off (2.5m X-arm)	No	1	R -			R	-	R	-	
3,40	2Ph, Take off (2.5m X-arm) (RX)	No	1	R -			R	-	R	-	
3,41	3Ph, Take off Vertical (4.5mm)	No	1	R -			R	-	R	-	

	SUB - TOTAL								R	-
	Wooden Poles									
3,42	POLE,WOOD 11.0m x 140-159 H4 - D0052	No	1	R	-	R	-	R	-	
3,43	POLE,WOOD 11m x 160-179 H4 - D0051	No	1	R	-	R	-	R	-	
3,44	POLE,WOOD 11m x 180-199 TOP DIA - D0051	No	1	R	-	R	-	R	-	
3,45	POLE,WOOD 11m x 200-219 H4 - D0051	No	1	R	-	R	-	R	-	
3,46	POLE,WOOD 12.0X160-179 TOP DIA - D0053	No	1	R	-	R	-	R	-	
3,47	POLE,WOOD 12.0X180-199 TOP DIA - D0053	No	1	R	-	R	-	R	-	
3,48	POLE,WOOD 12.0X200-219 TOP DIA - D0053	No	1	R	-	R	-	R	-	
3,49	POLE,WOOD 13m x 160-179 H4 - D0056	No	1	R	-	R	-	R	-	
3,50	POLE,WOOD 13m x 180-199 H4 - D0056	No	1	R	-	R	-	R	-	
3,51	POLE,WOOD 13m x 200-219 H4 - D0056	No	1	R	-	R	-	R	-	
3,52	POLE,WOOD 14m x 200-219 H4 - D0054	No	1	R	-	R	-	R	-	
3,53	POLE,WOOD 16m x 200-219 H4 - D0054	No	1	R	-	R	-	R	-	
	SUB - TOTAL								R	-
	ACCESSORIES & GENERAL ITEMS									
3,54	11 kV-22kV Insulators (Post, Glass, Disc)	No	1	R	-	R	-	R	-	

3,55	11 kV-22kV Cut out base		No	1		R -		R -	R -
3,56	11 kV-22kV Solid Links		No	1		R -		R -	R -
3,57	11 kV-22kV Threaded Rod M20 x 250mm		No	1		R -		R -	R -
3,58	11 kV-22kV Threaded Rod M20 x 350mm		No	1		R -		R -	R -
3,59	11 kV-22kV Set of Stay		No	1		R -		R -	R -
3,60	11 kV-22kV Fuse links (5A, 20A & 65A)		No	1		R -		R -	R -
3,61	11kV - 22kV Single String Base Assembly		No	1		R -		R -	R -
3,62	11kV - 22kV Autojoints (Squirrel, Mink, Hare, Fox)		No	1		R -		R -	R -
3,63	11kV - 22kV Dead-end (Squirrel, Mink, Hare, Fox)		No	1		R -		R -	R -
3,64	11kV - 22kV Bi-Metallic Lugs		No	1		R -		R -	R -
3,65	11kV - 22kV Fuse Carrier		No	1		R -		R -	R -
	SUB - TOTAL								R -
	TOTAL								R -

BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)				Tender Quantity	PRICE (EXCL VAT)				
Item	Description	DDT Ref	Unit		Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Poles and Crossarms								
	Supply and Install the following poles. Transport to site of works and install pole in excavated hole, including cutting and scafing, kicking blocks, bonding, treating, etc.								
4.1	9m Pole, 140-159mm top diameter		No	1		R -		R -	R -
4.2	9m Pole, 160-179mm top diameter		No	1		R -		R -	R -
4.2	9m Pole, 160-179mm top diameter (LV Flying stay)		No	1		R -		R -	R -
4.3	9m Pole, 180-199mm top diameter		No	1		R -		R -	R -
4.4	11m Pole, 160-179mm top diameter		No	1		R -		R -	R -

4.4	11m Pole, 160-179mm top diameter (LV Struts)	No	1		R	-		R -	R	-	
4.4	11m Pole, 160-179mm top diameter (MV Flying stay)	No	1		R	-		R -	R	-	
4.5	11m Pole, 180-199mm top diameter	No	1		R	-		R -	R	-	
4.6	12m Pole, 160-179mm top diameter	No	1		R	-			R	-	
4.7	12m Pole, 180-199mm top diameter	No	1		R	-		R -	R	-	
4.7	12m Pole, 180-199mm top diameter (MV Struts)	No	1		R	-		R -	R	-	
4.8	12m Pole, 200-219mm top diameter	No	1		R	-		R -	R	-	
	SUB - TOTAL								**R**	-	
	Supply and Install the following wooden cross arms.										
4.9	2.5m, 140-159mm Diameter	No	1		R	-		R -	R	-	
4.10	3.5m, 140-159mm Diameter	No	1		R	-		R -	R	-	
4.11	4.5m, 160-179mm Diameter	No	1		R	-		R -	R	-	

4.12	6m, 160-179mm Diameter	No	1		R	-	R -	R	-		
	SUB - TOTAL							**R**	-		
	Stays, Flying Stays and Anti-Climbing Devices										
	The following stays shall be in accordance with the specification and shall include a stay plate										
4,13	LV Stay	No	1		R	-	R -	R	-		
4,14	MV Stay (DDT0341 rev 9)	No	1		R	-	R -	R	-		
4,15	Vibration Dampers - Intermediate Structure	No	1		R	-	R -	R	-		
4,16	Vibration Dampers -Strain Structure	No	1		R	-	R -	R	-		
	SUB - TOTAL							R	-		
	The following flying stays shall be in accordance with the specifications and shall include poles & excavation.										
4,17	MV Flying Stay	No	1		R	-	R -	R	-		
4,18	LV Flying Stay	No	1		R	-	R -	R	-		
	The following struts shall be in accordance with the specifications and shall include poles & excavation.										

4,19	MV Strut	No	1		R	-	R	R	-
4,20	LV Strut	No	1		R	-	R	R	-
	Excavations and Compaction								
	Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).								
4,21	Hole for 9m pole - 1.5m deep	No	1		R	-	R	R	-
4,22	Hole for 9m pole - 1.5m deep	No	1		R	-	R	R	-
4,23	Hole for 11m pole - 1.8m deep	No	1		R	-	R	R	-
4,24	Hole for 12m pole - 2.0m deep	No	1		R	-	R	R	-

4,25	Hole for LV stay - 1.4m deep	No	1		R	-	R	-	R	-
4,26	Hole for MV stay - 1.5m deep	No	1		R	-	R	-	R	-
4,27	Hole for MV strut - 1.8m deep	No	1		R	-	R	-	R	-
4,28	Hole for LV strut - 1.3m deep	No	1		R	-	R	-	R	-
	SUB - TOTAL								R	-
	Pole Labels									
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials.									
4,29	Pole Numbering Tags	No	1		R	-	R	-	R	-
4,30	Mosdorfer fuse rating labels (Transformers)	No	1		R	-	R	-	R	-
4,31	Transformer Feeder Labels	No	1		R	-	R	-	R	-
4,32	22kV Switch	No	1		R	-	R	-	R	-
4,33	Equipment labels (Transformer)	No	1		R	-	R	-	R	-

	SUB - TOTAL									R	-
	Concrete										
	Ready mix concrete slabs for pole bases as required										
4,34	Concrete bases		No	1		R	-		R -	R	-
	Supply and mix cement on site into material excavated from pole hole, including the provision of water to ensure the correct moisture content of the backfill material.										
4.32	Cement mixture per hole		No	1		R	-		R -	R	-
	General Items										
	Supply and Install Anti-Climbing Devices as per the DT Standards.										
4.34	Anti-Climbing Device as per 05TI09. Including the removal of existing spikes		No	1		R	-		R -	R	-

4.35	Supply and Install, where MV & LV Earths are on the same structure, UV protected black PVC pipe of length 1.2m on each earth downwire, cutting the top and bottom of the pipe at 45deg, split the pipe so as to insert the MV/LV earth and installing clout nails at the bottom and top.		No	1		R	-		R -	R	-	
4.36	Supply and Install Danger Labels and accessories to DDT3202.		No	1		R	-		R -	R	-	
	TOTAL									R	-	

BILL NO 5 - LV OVERHEAD DISTRIBUTION LINES

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)		ENQUIRY NO		Tender Quantity	PRICE (EXCL VAT)				
Item									
Item	Description	Detail Reference	Unit		Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
5.1	**LV OH**								

Note														
	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.													
Note														
	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead Open Wire distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.													
Note														
	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.													
	<u>Contractor to</u> safely store, transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.													
5.1.1	COND,ACSR FOX 8.37D UNGRS - D3136	m		1		R	-		R	-		R	-	
5.1.2	COND ELEC:AL;ABC INS NEU;1 KV;35 MM2;2C D3141	m		1		R	-		R	-		R	-	
5.1.3	COND ELEC:AL;ABC INS NEU;1 KV;35 MM2;3C D3141	m		1		R	-		R	-		R	-	

5.1.4	COND ELEC:AL;ABC INS NEU;1 KV;70 MM2;3C D3141 (TRF Wiring & First Span from TRF)	m	1		R	-			R	-		
5.1.5	COND ELEC:AL;ABC INS NEU;1 KV;70 MM2;4C D3141	m	1		R	-			R	-		
	SUB – TOTAL										**R**	-
5.2	**LV Structures**											
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. **Supply and install all the materials as specified for the following**											
5.2.2	**Single and Dual Phase Structures**											
5.2.2.1	LV BARE WIRE SYSTEMS - 1 PHASE INTERMEDIATE ASSEMBLY 0 DEG.	No	1		R	-			R	-	R	-
5.2.2.2	LV BARE WIRE SYSTEMS - 1 PHASE INTERMEDIATE IN-LINE STRAIN ASSEMBLY	No	1		R	-			R	-	R	-
5.2.2.3	LV BARE WIRE SYSTEMS - 1 PHASE ANGLE ASSEMBLY 1-100 DEG	No	1		R	-			R	-	R	-
5.2.2.4	LV BARE WIRE SYSTEMS - 1 PHASE TERMINAL ASSEMBLY	No	1		R	-			R	-	R	-

5.2.2.5	LV BARE WIRE SYSTEMS - 1 PHASE T-OFF ASSEMBLY FROM INTERMEDIATE	No	1	R	-	R	-	R	-
5.2.2.6	LV BARE WIRE SYSTEMS - 1 PHASE T-OFF ASSEMBLY FROM STRAIN	No	1	R	-	R	-	R	-
5.2.2.7	LV BARE WIRESYSTEMS - 1 PHASE OPEN WIRE/ABC CONNECTION	No	1	R	-	R	-	R	-
5.2.2.8	LV BARE WIRE SYSTEMS - 2 PHASE INTERMEDIATE ASSEMBLY 0 DEG.	No	1	R	-	R	-	R	-
5.2.2.9	LV BARE WIRE SYSTEMS - 2 PHASE INTERMEDIATE IN-LINE STRAIN ASSEMBLY	No	1	R	-	R	-	R	-
5.2.2.10	LV BARE WIRE SYSTEMS - 2 PHASE ANGLE ASSEMBLY 1-100 DEG	No	1	R	-	R	-	R	-
5.2.2.11	LV BARE WIRE SYSTEMS - 2 PHASE TERMINAL ASSEMBLY	No	1	R	-	R	-	R	-
5.2.2.12	LV BARE WIRE SYSTEMS - 2 PHASE T-OFF ASSEMBLY FROM INTERMEDIATE	No	1	R	-	R	-	R	-
5.2.2.13	LV BARE WIRE SYSTEMS - 2 PHASE T-OFF ASSEMBLY FROM STRAIN	No	1	R	-	R	-	R	-
5.2.2.14	LV BARE WIRESYSTEMS - 2 PHASE OPEN WIRE/ABC CONNECTION	No	1	R	-	R	-	R	-
5.2.2.15		No	1	R	-	R	-	R	-
5.2.2.16	LV SINGLE PHASE BARE NEUTRAL ABC SUSPENSION ASSEMBELY (0 -30 DEGREES)	No	1	R	-	R	-	R	-
5.2.2.17	LV SINGLE PHASE BARE NEUTRAL ABC TERMINAL ASSEMBELY	No	1	R	-	R	-	R	-
5.2.2.18	LV SINGLE PHASE BARE NEUTRAL ABC STRAIN ASSEMBELY (0 -60 DEGREES)	No	1	R	-	R	-	R	-
5.2.2.19	LV SINGLE PHASE BARE NEUTRAL ABC STRAIN ASSEMBELY (60 -90 DEGREES)	No	1	R	-	R	-	R	-
5.2.2.20	LV SINGLE PHASE BARE NEUTRAL ABC T-OFF ASSEMBELY FROM INTERMIDIATE	No	1	R	-	R	-	R	-
5.2.2.21	LV SINGLE PHASE BARE NEUTRAL ABC CROSS INTERMIDIATE-SUSPENSION ASSEMBLY	No	1	R	-	R	-	R	-
5.2.2.22	LV SINGLE PHASE BARE NEUTRAL ABC T-OFF ASSEMBELY FROM STRAIN	No	1	R	-	R	-	R	-

5.2.2.23	LV SINGLE PHASE BARE NEUTRAL ABC CROSS INTERMIDIATE-STRAIN ASSEMBLY	No	1		R	-	R	-	R	-		
5.2.2.24	LV SINGLE PHASE BARE NEUTRAL ABC INLINE FUSE UNIT ASSEMBLY WOOD POLE	No	1		R	-	R	-	R	-		
5.2.2.25	LV DUAL PHASE BARE NEUTRAL ABC SUSPENSION ASSEMBELY (0 -30 DEGREES)	No	1		R	-	R	-	R	-		
5.2.2.26	LV DUAL PHASE BARE NEUTRAL ABC TERMINAL ASSEMBELY	No	1		R	-	R	-	R	-		
5.2.2.27	LV DUAL PHASE BARE NEUTRAL ABC STRAIN ASSEMBELY (0 -60 DEGREES)	No	1		R	-	R	-	R	-		
5.2.2.28	LV DUAL PHASE BARE NEUTRAL ABC STRAIN ASSEMBELY (60 -90 DEGREES)	No	1		R	-	R	-	R	-		
5.2.2.29	LV DUAL PHASE BARE NEUTRAL ABC T-OFF ASSEMBELY FROM INTERMIDIATE	No	1		R	-	R	-	R	-		
5.2.2.30	LV DUAL PHASE BARE NEUTRAL ABC INTERMIDIATE-SUSPENSION ASSEMBLY	No	1		R	-	R	-	R	-		
	SUB - TOTAL								**R**	-		
5.3	**LV Fuse Switch Units**											
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.											
5.3.1	35/70 ABC Morsdof 63A	No	1		R	-	R	-	R	-		

5.3.2	35/70 ABC Morsdof 80A		No	1		R	-	R	-	R	-
5.3.3	35/70 ABC Morsdof 125A		No	1		R	-	R	-	R	-
5.3.4	35/70 ABC Morsdof 160A		No	1		R	-	R	-	R	-
	SUB - TOTAL									R	-
5.4	**LV Pole Mounted Service Boxes**										
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC. Note: PTB quantities are re-measurable										
5.4.1	BOX-POLE TOP DIST 2-WAY 50A		No	1		R	-	R	-	R	-
5.4.2	BOX-POLE TOP DIST 4-WAY 50A		No	1		R	-	R	-	R	-
5.4.3	BOX-POLE TOP DIST 6-WAY 50A		No	1		R	-	R	-	R	-
5.4.4	DATA CONCENTRATOR/RAT KIOSK		No	1		R	-	R	-	R	-
5.4.5	PADLOCK, ST GEN MASTER SR ORANGE		No	1		R	-	R	-	R	-
5.4.6	GROUND MOUNTED KIOSK		No	1		R	-	R	-	R	-
	SUB - TOTAL									**R**	-
5.5	**Earthing of MV & LV Network**										

Note	**This section is intended for MV & LV earths at transformers, RMU AND MINI SUB** **Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.**											
5.5.1	MV EARTHING SET		No	1		R	-		R	-	R	-
5.5.2	LV EARTHING SET		No	1		R	-		R	-	R	-
5.6	**Testing** **Allowance shall be made for the testing of each LV OW distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.**											
5.6.1	LV TEST		No	1		R	-				R	-
	TOTAL										R	-

BILL NO 6 - HOUSE CONNECTIONS

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)			Tender Quantity	PRICE(EXCL VAT)				
Item	Description	DDT Ref	Unit	Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	DB,Meters, Bases and Padlocks							
6.1.1	**Install SMART/SPLIT METERS DIN RAIL 20A-60A PLC & CIU (prepayment meter)**		No	1	R -		R -	R -
6.1.2	**Padlocks**		No	1	R -		R -	R -
6.1.3	**Distribution board with its accessories (C/B, Glands, Stopers, E/L etc)**		No	1	R -		R -	R -
6.1.4	**Single PH & Three PH Wall Mounted Meters**		No	1	R -		R -	R -
	House Connections							
	House Connections (Type A, direct to dwelling), test and commissioning complete including CoC, IC's, control sheets, sealing and as built drawing on completion. Includes installation of ECU (20A) and Standard Passive Base and Meter Seal) & making good house walls.							
6.2	Type A (0%)		No	1	R -		R -	R -

	House Connections (Type B, including service pole), test and commissioning complete including CoC, IC's, control sheets, sealing and as built drawing on completion. Includes installation of ECU (20A) and Standard Passive Base and Meter Seal, & making good house walls.. Poles and excavations are measured elsewhere.									
6.3	Type B (100%)	No	1	R	-	R	-	R	-	
	Conductor									
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.									
	Supply, safely store, transport to site and string. Installation includes all glands, lugs, shrouds, termination and connections as required.									
6.4	6mm AIRDAC	m	1	R	-	R	-	R	-	
6.5	10mm AIRDAC	m	1	R	-	R	-	R	-	
	Sundry Items									

	Supply and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scafing, kicking bolts, bonding, treating, etc. Excavation and compaction are measured elsewhere.							
6.6	5m pole, 80-100mm top diameter	No	1	R	-	R	-	R -
6.7	7m Pole, 100-120mm top diameter	No	1	R	-	R	-	R -
6.8	Intermediate Suspension/Strain assembly	No	1	R	-	R	-	R -
6.9	Supply and install ' Unique Seals' supplied by Eskom and record electronically.	No	1	R	-	R	-	R -
6.10	Supply and install marketing labels complete (allow 6 numerals per connection)	No	1	R	-	R	-	R -
	Excavations and Compaction							

	Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).									
6.11	Hole for 5m service pole - 1.0m deep		No	1		R -		R -	R	-
6.12	Hole for 7m service pole - 1.3m deep		No	1		R -		R -	R	-
	TOTAL								R	-

BILL NO 7 - EXCAVATIONS, CABLES, BREAKERS, GENERATOR, PUBLIC LIGHTING

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)				**Tender Quantity**	**PRICE(EXCL VAT)**				
Item	Description	DDT Ref	Unit		Supply Rate	Supply Total	Install Rate	Install Total	Total Price (R)
	Excavations / Backfilling								

7.1	**Excavations for underground cables**									
7.1.1	1m x 600mm x 800mm Trench	No	1	R	-	R	-	R	-	
7.1.2	1m x 600mm x 800mm Backfilling	No	1	R	-	R	-	R	-	
	Cables									
7.2	**Supply and install LV cables, Including necessary accessories Lugs, Ferruls, Glands, Joints and terminations.**									
7.2.1	Cable 16mm x 4 Core Amoured cable	m	1	R	-	R	-	R	-	
7.2.2	Cable 35mm x 4 Core Amoured cable	m	1	R	-	R	-	R	-	
7.2.3	Cable 70mm x 4 Core Amoured cable	m	1	R	-	R	-	R	-	
7.2.4	Cable 120mm x 4 Core Amoured cable	m	1	R	-	R	-	R	-	
7.3	**Supply and install MV cables, Including necessary accessories Lugs, Ferruls, Glands, Joints and terminations.**									
7.3.1	Cable 35mm X 3 Core XLPE	m	1	R	-	R	-	R	-	
7.3.2	Cable 70mm X 3 Core XLPE	m	1	R	-	R	-	R	-	
7.3.3	Cable 120mm X 3 Core XLPE	m	1	R	-	R	-	R	-	
7.3.4	Cable 35mm X 3 Core PILC	m	1	R	-	R	-	R	-	
7.3.5	Cable 70mm X 3 Core PILC	m	1	R	-	R	-	R	-	
7.3.6	Cable 120mm X 3 Core PILC	m	1	R	-	R	-	R	-	
7.3.1	**Cable testing, LV and MV Cables**									
7.3.1.1	LV Cable testing, Megga testing, Pressure testing, Thumpering	No	1	R	-	R	-	R	-	
7.3.1.2	MV Cable testing, Megga testing, Pressure testing, Thumpering	No	1	R	-	R	-	R	-	
	Breakers									
7.4	**Supply and Install single phase and Three phase C/B, MCCB & MCB**									

7.4.1	MCCB, 100A 3P	No	1		R	-		R	-	R	-
7.4.2	MCCB, 150A 3P	No	1		R	-		R	-	R	-
7.4.3	MCCB, 200A 3P	No	1		R	-		R	-	R	-
7.4.4	MCCB, 250A 3P	No	1		R	-		R	-	R	-
7.4.5	MCCB, 350A 3P	No	1		R	-		R	-	R	-
7.4.6	C/B, 10A, 1P	No	1		R	-		R	-	R	-
7.4.7	C/B, 20A, 1P	No	1		R	-		R	-	R	-
7.4.8	C/B, 63A, 1P	No	1		R	-		R	-	R	-
7.4.9	C/B, 80A, 1P	No	1		R	-		R	-	R	-
7.4.10	C/B, 100A, 1P	No	1		R	-		R	-	R	-
7.4.11	C/B, 80A, 3P	No	1		R	-		R	-	R	-
7.4.12	C/B, 100A, 3P	No	1		R	-		R	-	R	-
	Generators										
7.5	**Supply and install maintenance materials for existing generator (Service) and New Installation.**										
7.5.1	New 100KVA, 3P Outdoor, Backup Generator	No	1		R	-		R	-	R	-
7.5.2	New 200KVA, 3P Outdoor, Backup Generator	No	1		R	-		R	-	R	-
7.5.3	Existing 100 KVA, 3P Outdoor, Backup Generator	No	1		R	-		R	-	R	-
7.5.4	Existing 200 KVA, 3P Outdoor, Backup Generator	No	1		R	-		R	-	R	-
	Public Lighting										
7.6	**Supply and Install street light, high mast lights including accessories such as timers, sensors, contactors and extension arms etc.**										
7.6.1	100W, 4k, 41804 RAW + 7PN + CAP Street Light	No	1		R	-		R	-	R	-
7.6.2	PHCH NEMA BASE - 7PN 15AMP	No	1		R	-		R	-	R	-
7.6.3	Sol one Maxi Solar Street Light	No	1		R	-		R	-	R	-

	TOTAL							R	-

BILL NO 8 - DISMANTLING

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)

ENQUIRY NO

PRICE (EXCL VAT)

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
8.	**MV Line**						
	Dismantle , roll up and return to Municipalities stores any dismantled conductor not reused.						
	All meaures will be ROUTE length & is inclusive of existing structures & structure auxiliaries(excl. trfs) to be dismantled. The understrung earth is also included in the route length						

8.1.1	FOX,MINK,HARE, SQUIRREL SINGLE 1PHASE - 2 WIRE		m	1	R	-	R	-	R	-
8.1.2	FOX,MINK,HARE, SQUIRREL SINGLE 3PHASE - 4 WIRE		m	1	R	-	R	-	R	-
8.1.3	MV Poles		No	1	R	-	R	-	R	-
8.2	**Transformers/ Mini Sub**									
	Dismantle existing Primary Plant installations. Return units to Municipality.									
7.2.1	TRF - 11kV - 22kV 10KVA - 200KVA		No	1	R	-	R	-	R	-
7.2.2	Mini Sub - 11kV-22kV - 315kva - 500kva.		No	2	R	-	R	-	R	-
7.3	**LV Line**									
	Dismantle , roll up and return to Eskom any dismantled conductor not reused.									
	All meaures will be ROUTE length & is inclusive of existing structures to be dismantled.									
8.3.1	10mm - 16mm Airdac		m	1	R	-	R	-	R	-
8.3.2	35mm - 70mm ABC		m	1	R	-	R	-	R	-
8.3.3	LV Poles		No	1	R	-	R	-	R	-
8,4	**Bush clearing**		m	1	R	-	R	-	R	-
	TOTAL								**R**	**-**

FINAL SUMMARY

APPOINTMENT OF PANEL OF ELECTRICAL SERVICE PROVIDERS FOR MAINTENANCE IN EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX MONTHS (36)		PRICE (EXCL VAT)		
Item	Description	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL			R -
2	MV TRANSFORMERS ETC			R -
3	MV OVERHEAD			R -
4	OVERHEAD SUPPORT			R -
5	LV OVERHEAD			R -
6	HOUSE CONNECTIONS			R -
7	CABLES, BREAKERS ETC			R -
8	DISMANTLING			R -
	SUB TOTAL (1)			R -
	CONTIGENCY @10%			R -

	SUB TOTAL 2			R	-
	VAT @ 15%			R	-
	GRAND TOTAL (INC VAT)			R	-

MBD 4

DECLARATION OF INTEREST

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

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

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

   3.1 Full Name of bidder or his or her representative:.....

   3.2 Identity Number: .....

   3.3 Position occupied in the Company (director, trustee, shareholder[2]):.....

   3.4 Company Registration Number: .....

   3.5 Tax Reference Number:.....

   3.6 VAT Registration Number: .....

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

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

   3.8.1 If yes, furnish particulars. .....

   .....

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

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

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

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

   3.9.1 If yes, furnish particulars.....

   .....

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES /**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 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.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance 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

.....

.....

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 2022

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

The applicable preference point system for this tender is the **80/20** preference point system.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Youth	**10**
Women	**10**
Total points for Price and SPECIFIC GOALS	**100**

NB. Points be awarded to a bidder upon submitting proof of attainment of specific goals

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(a) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(b) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(c) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(d) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right) \quad 33$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth Ownership		10		
Women Ownership		10		
Price		80		

Points be awarded to a bidder upon submitting proof of attainment of specific goals.
1 Full CSD Report

2 Annexure D (Company Information)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Emalahleni Local Municipality** in accordance with the requirements and specifications stipulated in bid number **030/2023-24** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. .....

DATE: .....

MBD 7.2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **he Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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 consortium[3] will not be construed as collusive bidding.

6. 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.
7. 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.
8. 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

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH EMALAHLENI LOCAL MUNICIPALITY

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work and the Contract value.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR EMALAHLENI LOCAL MUNICIPALITY			
PROJECT NAME	**AWARDED AMOUNT**	**CONTRACT START DATE**	**ANTICIPATED / ACTUAL COMPLETION DATE**

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE B
COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name: .....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment
b) work items to be performed by the Affirmable Joint Venture Partner's own forces
c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

vii) A joint venture that is awarded a contract with EMALAHLENI LOCAL MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.

viii) The joint venture must be registered with South African Revenue Services.

ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

a) Name.....

b) Postal address.....

.....

.....

c) Physical address .....

.....

.....

d) Telephone .....

e) Fax .....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the "managing partner", if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

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

Name.....

Address .....

Telephone .....

Date.....

Signature .....

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

Name.....

Address .....

Telephone .....

Date.....

Signature .....

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

Name.....

Address .....

Telephone .....

Date.....

Signature .....

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

Name .....

Address

Telephone .....

Date .....

(Continue as necessary)

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	% OWNED	VOTING %

DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY EMALAHLENI LOCAL MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the EMALAHLENI LOCAL MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of EMAMALAHLENI LOCAL MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with EMALAHLENI LOCAL MUNICIPALITY or its Emalahleni Local Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

.....

.....

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

.....

SIGNATURE OF DECLARER **DATE**

.....

POSITION OF DECLARER **NAME OF COMPANY OR BIDDER**

DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I..... declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Emalahleni Local Municipality.

.....

SIGNATURE OF DECLARER **DATE**

.....

POSITION OF DECLARER **NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the Emalahleni Local Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the EMALAHLENI LOCAL MUNICIPALITY may, in its sole discretion:

* Ignore any bids without advising the bidder thereof
* Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All Emalahleni Local Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of Emalahleni Local Municipality.