

NGQUSHWA LOCAL MUNICIPALITY



BID FOR ELECTRICAL ENGINEERING WORKS:

ELECTRIFICATION OF NGQUSHWA VILLAGES 2024/25

BID NO: 8/2/010/2024-2025

NAME OF BIDDER: _____

TENDER AMOUNT: _____

CLOSING DATE: _____

CLOSING TIME: _____

CIDB GRADING REQUIRED: 4 EP OR HIGHER _____

PREPARED BY:
MBSA CONSULTING
8 Pine Park, Vincent
East London
5247
Tel: 043 726 6513
Email: info@mbsaconsultants.com

PREPARED FOR:
NGQUSHWA LOCAL MUNICIPALITY
The Municipal Manager
Erf 313, Main Street
Peddie
4930
Tel: 040 673 3095
Fax: 040 673 377

**Ngqushwa Local Municipality
Bid No.**

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TENDER NOTICE

T1.1 BID NOTICE

NGQUSHWA LOCAL MUNICIPALITY



BID INVITATION ADVERTISEMENT

Bids are hereby invited from suitably qualified and experienced service providers for the below mentioned services:

Bid No:	CIDB GRADING	Description	Compulsory Briefing Session	Closing Date	Enquiries
8/2/010/2024-2025	4 EP OR HIGHER	Electrification of Ngqushwa Villages 2024/25	13 August 2024 @ Technical Services Boardroom @10:00	09 September 2024 @ 11:00	Technical Queries: Ms Z Velemani zvelemani@ngqushwamun.gov.za Tel: 040 673 3095 Biding Queries: Mr A Dlula Tel: 040 673 3095 adlula@ngqushwamun.gov.za

The Municipality is requiring a service provider for the above-mentioned services. **The documents will be available for download on the Ngqushwa Municipal website for downloading at no cost** to the service provider/suppliers from the date briefing session.

Completed bid documents are to be placed in a sealed envelope endorsed the above mentioned services must be deposited in the Bid Box, at the offices of of the Ngqushwa Local Municipality, not later than the above mentioned dates at 11H00.

Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022)

EVALUATION	CRITERIA
PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Bidders must take note that a Pre-Qualification Evaluation (Ability Criterion) will be undertaken as follows:

- Company Experience / Similar Projects Completed with contactable references
- Experience & Qualification of Project Team (attach proof)
- Capacity and Methodology

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022) as well the Ngqushwa Local Municipality's Supply Chain Management Policy

The bids will be evaluated in two stages:

- Stage 1 Pre-qualification evaluation (Ability)

- Stage 2 Price and Specific Goals

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] The Ngqushwa Local Municipality Supply Chain Management Policy will apply;
- [b] The Ngqushwa Local Municipality does not bind itself to accept the lowest Bidder or any other Bid and reserves the right to accept the whole or part of the BID
In evaluating of the bid prices, the Municipality will apply its mind to determine the reasonable reasonable bid amounts that are within range with the estimated tender value.
- [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
- [d] Price(s) must be valid for at least ninety (90) days from date of bid closing.
- [e] Priced bids must be firm and must be inclusive of VAT.
- [f] Submit original valid tax clearance certificate or proof of pin from SARS failure will result in a tender deemed non-responsive
- [g] Proof of registration with Central Supplier Database (CSD) failure will deemed non-responsive
- [h] Submit Certified copy/s of IDs of Company Directors/Members, Company registration certificate (CK) must be attached.
- (i) Joint Ventures/Consortium must provide a JV agreement signed by all parties to an agreement. Failure to do so will results in disqualification.
- (j) Use of Tippex will render the bid non-responsive
- (k) Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted).Failure to do so will result in disqualification.
- (l) All pages must be initialled and signed where required. Declarations pages must be fully completed and signed: Failure to do so will result in disqualification.
- (m) Bidders are required to submit proof of registration of CIDB as required from the table above.
- (n) Successful bidder may be required to sub-contract work of the construction cost to local SMME Contractor(s)
- (o) Only Service Providers registered on the Central Suppliers Database will be considered.

MR N. MGENGO

MUNICIPAL MANAGER

INVITATION TO BID

**PART A
INVITATION TO
BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF NGQUSHWA LOCAL MUNICIPALITY			
BID NUMBER:	8/2/010/2024-2025	CLOSING DATE:	09 September 2024
		CLOSING TIME:	11:00
DESCRIPTION	ELECTRIFICATION OF NGQUSHWA VILLAGES 2024/25		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).			

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

Ngqushwa Local Municipality
Erf 313, Main Street, Peddie, 5640

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			
	TCS PIN:		OR CSD No:
SPECIFIC LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes		SPECIFIC GOALS STATUS
	No		LEVEL SWORN AFFIDAVIT
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
	NAME:		
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 BELOW]	

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
NGQUSHWA LM/ PUBLIC ENTITY	SUPPLY CHAIN	CONTACT PERSON	TECHNICAL
CONTACT PERSON	MR A. DLULA	TELEPHONE NUMBER	Ms Z. VELEMANI
TELEPHONE NUMBER	040 673 3095	E-MAIL ADDRESS	040 673 3095
E-MAIL ADDRESS	adlula@ngqushwamun.gov.za		zvelemani@ngqushwamun.gov.za

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

**PART B
TERMS AND ONDITIONS
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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)ALM/SCM/03/2023-24
YES /NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSAALM/SCM/03/2023-24
YES /NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSAALM/SCM/03/2023-24
YES /NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSAALM/SCM/03/2023-24
YES /NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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:

BID EVALUATION CRITERIA

FUNCTIONALITY

The service provider must meet the minimum qualifying criteria as per criteria below.

Evaluation Criteria	Documentation / Evidence
1. Technical competency of key person and relevant experience in similar projects	1.1 Qualification of key personnel – National Certificate (N3) OR National Diploma in Electrical Engineering. Attach proof of qualification. 1.2 Key personnel must have a wireman’s license – Attach proof of wireman’s license. 1.3 Key personnel must be LV authorized. Attach proof of LV authorization.
2. Company Experience	2.1 1 X Project of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.2 2 X Project of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.3 3 X Project of similar nature Complete and attached appointment Letter and Signed Reference Letter from client. 2.4 4 X Project of similar nature Complete and attached appointment Letter and Signed Reference Letter from client.
3. Methodology	3.1 Indicate how each activity will be executed. 3.2 Program of works clearly defining each activity and duration. 3.3 Proof of ownership OR lease agreement with Plant and Equipment documentation for the project. E.g Crane Truck, Bakkies, and drilling equipment etc.

Please note failure to submit any of the above listed requirements will render the bids non-responsive.

TENDER DATA

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is NGQUSHWA LOCAL MUNICIPALITY
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: Name: MBSA Consulting Address: No. 8 Pine Park Vincent East London Tel: (043) 726 6513 Fax: (043) 726 1408 E-mail: ncedo@mbsaconsultants.com
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EP or higher class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 5EP or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EP or higher class of construction work.

- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EP or higher class of construction work; and
 - b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - i) The Employer, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - ii) The Employer, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 5EP or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5EP or higher class of construction work.

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a 5EP or higher class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.

F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.
Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Tender Box at the
Offices of the Ngqushwa Local Municipality
Erf 313 Main Street
Peddie 5090**

F.2.13 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

- F.2.16 The tender offer validity period is 8 weeks.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.23 The tenderer is required to submit with his tender:
- 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board.
 - 2) where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4 Tenders will be opened immediately after the closing time for tenders at **NGQUSHWA LOCALMUNICIPALITY, ERF 313, MAIN STREET, PEDDIE**

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

- F.3.13 Tender offers will only be accepted if:
- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order;
 - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
 - c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Nqushwa Local Municipality Joint Venture Disclosure Form.
- B. Particulars Relating to the Contractor.
- C. Record of Addenda to Tender Documents.
- D. Proposed Amendments and Qualifications.
- E. Schedule of Subcontractors.
- F. Schedule of Plant and Equipment.
- G. Schedule of the Tenderer's Experience
- H. Schedule of the Tenderer's work in hand.

2. Other documents required only for tender evaluation purposes

- A. Certificate of Contractor Registration issued by the CIDB.
- B. Tax Clearance Certificate and Certificates of Registration.
- C. Annual financial statements of the company
- D. Certificate of bidder's visit to the site.
- E. Certificate of Authority for Signature.
- F. Undertaking by Electrical Contractor.
- G. Alterations by bidder.
- H. Letter of Intent from Guarantor.
- I. Company Composition.
- J. Declaration of Interests (Kinship, Relationship with persons employed by NLM).
- K. Declaration of Interest (in the Service of the State) (MBD 4).
- L. Declaration (Validity of Information Provided).
- M. Declaration Of Bidder's Past Supply Chain Management Practices (MBD 8)
- N. Certificate of independent bid determination (MBD 9)

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences) / Preferencing Schedule (contract participation goals)

4. Other documents that will be incorporated into the contract

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Bills of quantities

1A. 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.

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

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	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)

1B. PARTICULARS RELATING TO THE CONTRACTOR

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

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

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identify number	Personal Tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

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

- a member of any municipal council
 an employee of any provincial department, national or provincial public entity or constitutional institution
 a member of any provincial legislature

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Yes No (Tick appropriate box)

If yes, proved particulars (insert separate page if necessary)

Section 10: Declaration

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

- i) Neither the name of the tendering entity or any of its principals appears on:
 - a. The Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).
 - b. National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) Neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa;
- iii) Any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) The tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) Has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) Has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) Neither the tenderer or any of its principals owes municipality rates and taxes or municipality services charges to any municipality or a municipality entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to likewise.

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise name

.....

1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

1E. SCHEDULE OF SUBCONTRACTORS

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Bidders shall insert in the Schedule hereunder, details of CIDB Registration issued to the Bidder.

Failure to complete this Schedule may be taken to indicate that the Bidder has not been registered with the CIDB and will result in the rejection of the tender.

CERTIFICATE OF REGISTRATION/ PROOF OF REGISTRATION

This is to certify that I /We

representative of (Bidder)

Telephone number: (.....)

Facsimile number: (.....)

Have attached the Certificate of Registration/ Proof of Registration issued by the CIDB in respect of (Bidder)

Date of certificate.....

CIDB registration number.....

.....
DATE

.....
SIGNATURE OF BIDDER

2B. TAX CLEARANCE CERTIFICATE AND CERTIFICATES OF REGISTRATION

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.

Only original, or certified copies of the original documents will be deemed acceptable. The validity of these documents will be verified with the relevant Authority before the Contract is awarded to the Tenderer.

.....
DATE

.....
SIGNATURE OF BIDDER



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application

Empty text box for purpose of application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no					Company/Close Corp. registered no						
Income Tax ref no					PAYE ref no	7					
VAT registration no	4					SDL ref no	L				
Customs code					UIF ref no	U					
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no					Income Tax ref no						
Telephone no						Fax no					
E-mail address											
Physical address											

SUBMISSION OF GOOD STANDING CERTIFICATES REGARDING TAX AND LEVIES

It is a condition of this tender that:

- i) The taxes of the successful tender must be in order or a letter from the Receiver of Revenue that suitable arrangements have been made to bring the taxes in order. A current original Tax Clearance Certificate from the Receiver of Revenue must accompany the tender document. Failure to do so will result in the bid being disqualified.
- ii) All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate must be attached where the business has its head or regional office, failure to do so will result in the bid being disqualified.
- iv) If the submitted good standing certificates are found not to be correct, the MFL may, in addition to any other remedy it may have:
 - (a) recover from the contractor all costs, losses or damages incurred or sustained by the MFL as a result of the award of the contract; and/or
 - (b) cancel the contract and claim any damages which the MFL may suffer by having to make less favourable arrangements after such cancellation; and/or
 - (a) A letter regarding payment arrangements of the levies and taxes from the local municipality where the head office/ branch is must be attached.
 - (b) impose on the contractor a penalty not exceeding 5% of the value of the contract.
- v) each party to a Consortium/Joint Venture/Sub-contract must submit separate tax and levies certificates.
- vi) the tenderer shall submit with their tender current original certificates of the following failure to do so will invalidate the bid:
 - (a) the latest original tax certificate in respect of both the Income and Value Added Tax showing the date of issue and district of the Tenderer;Municipal department of finances certificate of good standing or rates clearance certificate

2C. CERTIFICATE OF BIDDER'S VISIT TO THE SITE

This is to certify that, I

representative of (bidder)

.....
.....

of (address)

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

Telephone number:

Fax number:

in the company of (Engineer's representative)

visited and examined the site on (date)

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

BIDDER'S REPRESENTATIVE: (Signature)

(Name)

ENGINEER'S REPRESENTATIVE: (Signature)

(Name)

2D. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

Mr/Mrs..... , whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

2E. UNDERTAKING BY ELECTRICAL CONTRACTOR

I/We (The Electrical Contractor)..... have been engaged by the Employer to perform work under the Contract. I/We acknowledged that I/We have read and understand the agreement, instructions and regulations governing work at the NGQUSHWA LM and agree to abide by them while on the premises or site for the duration of the aforesaid contract. I/We undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act No. 85 of 1993 are fully complied with.

I/We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Electrical Contractors" of the Electrical Contractors Safety Obligations Document.

I/We have appointedas the RESPONSIBLE PERSON for our site and have vested him with the necessary authority to rectify any irregularities which may be drawn to his attention.

I/We undertake to rectify all sub-standard conditions for which we are responsible. I/we accept that should we not rectify these timeously, they may be corrected by the Employer and the cost shall be debited to the sub contract price.

I/We also confirm that I/We are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No.

NGQUSHWA	LM	Contract	No.
.....

Description of Work

Electrical Contractor:.....

.....
DATE

.....
SIGNATURE OF BIDDER

.....
DATE

.....
SIGNATURE OF CLIENT

2G. LETTER OF INTENT FROM GUARANTOR

SURETY DETAILS

The Tenderer is to attach a letter of Intent provided by a Guarantor, which clearly states that a surety of 10% of the value of the Contract will be issued upon award of the Contract and will remain valid for the duration of the Contract, should it be awarded to the Tenderer. This information will be deemed as material to the adjudication of the Contract.

BIDDER'S REPRESENTATIVE

2I. DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY NGQUSHWA LM)

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 NGQUSHWA LM 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 NGQUSHWA LM, 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 the NGQUSHWA LM or its 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

2J. DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state*.
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 and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.
.....
.....

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

3.7.1 If so, furnish particulars.
.....
.....

* 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.

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

3.8.1 If so, furnish particulars.

.....

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

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

Signature.....

.....
Date

Position

Name of Bidder

2K. 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 Ngqushwa Local Municipality.

.....
SIGNATURE OF DECLARER

DATE

.....
POSITION OF DECLARER

**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the NGQUSHWA LM, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the Ngqushwa LM may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the Ngqushwa LM 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 Ngqushwa LM and such bidder.

2L. 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	<p><u>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</u> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	der or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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

2M. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

C1.1 AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

Offer

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

ELECTRIFICATION OF NGQUSHWA VILLAGES

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

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

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

Signature _____ Date _____

Name _____ Capacity _____

for the tenderer

(Name and address of organization) _____

Name and signature of witness _____

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature _____ Date _____

Name _____ Capacity _____

For The Employer

Ngqushwa Municipality
Erf 313
Main Road
Peddie
5640

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:.....

Details

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

2 Subject

Details

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

3 Subject

Details

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

4 Subject

Details

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

5 Subject
 Details

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

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

C1.2 Contract Data

Part one - Data provided by the Employer

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option</p> <p>and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract, June 2005 (ECC3) (with amendments June 2006)</p>	<p>General</p> <p>B: Priced Bill of Quantities</p> <p>W1: Dispute resolution procedure</p> <p>X2: Changes in the Law</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
10.1	<p>The <i>Employer</i> is (Name):</p> <p>Address</p> <p>Tel No.</p>	<p>Ngqushwa Local Municipality</p> <p>Erf 313, Main Street Peddie 5640</p> <p>040 673 3095</p>
10.1	<p>The <i>Project Manager</i> is: (Name)</p> <p>Address</p> <p>Tel</p> <p>Fax</p>	<p>Dr Ncedo Mkondweni</p> <p>MBSA Consulting cc 8 Pine Park Vincent East London 5247</p> <p>043 726-6513</p> <p>043 726-1408</p>

e-mail

ncedo@mbsaconsultants.com

10.1	The <i>Supervisor</i> is: (Name)	Thina Fodo	
	Address	MBSA Consulting cc 8 Pine Park Vincent East London 5247	
	Tel No.	043 726-6513	
	Fax No.	043 726-1408	
	e-mail	thina@mbsaconsultants.com	
11.2(13)	The <i>works</i> are	NGQUSHWA ELECTRIFICATION	
11.2(14)	The following matters will be included in the Risk Register	Part C5 – Annexures – Risk Assessment as per the Generic Health & Safety Specification	
11.2(15)	The <i>boundaries of the site</i> are	Ngqushwa Local Municipality	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	5 working days	
2	The Contractor's main responsibilities	No data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	Site Establishment.
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1	Complete Site
		2	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	

31.2	The <i>starting date</i> is	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 (four) weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (Fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 (two) weeks

5 Payment

50.1	The <i>assessment interval</i> is	between the 20th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	30 (thirty) days
51.4	The <i>interest rate</i> is	<p>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>

6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are,

the daily rainfall (mm)

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 09:00 hours South African Time

and these measurements:

No of days together with percentage production achieved after rain days with no or limited access to site.

The place where weather is to be recorded is:

The Site camp

The *weather measurements* are supplied by

SA Weather Bureau

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

SA Weather, Pretoria, 012-3676000

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*

7 Title

No data is required for this section of the *conditions of contract*.

8 Risks and insurance

84.1 The *Contractor* provides the insurances stated in the Insurance Table except any insurance which the Employer is to provide as stated in the Contract Data. The Contractor provides additional insurances as stated in the Contract Data.

INSURANCE TABLE	
Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, Plant and Material	The replacement cost, including the amount stated in the Contract Data and Material provided by the Employer
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Material and Equipment) and	The amount stated in the Contract Data for any one event with cross liability so that the

liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract	insurance applies to the Parties separately
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.

84.2 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).

9 Termination

There is no Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

B Priced Bill of Quantities

11 Data for Option W1

W1.1 The *Adjudicator* is

The person selected from the Ngqushwa LM.

W1.2(3) The *Adjudicator nominating body* is:

the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)

W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	East London, Eastern Cape, South Africa.
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the Law	No data is required for this section.
X5	Sectional Completion	
	<i>Section</i>	<i>Description</i>
		<i>Completion date</i>
X7	Delay damages	
X7.1	Delay damages for not meeting the <i>sectional completion dates</i> are	R 1000.00 per day up to a limit of 10% of the contract value R400.00 per connected MVA hour lost (for outages returned late) R2-50 per non-energised connection per day, R2-50 per energised connection per day
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R0.0 (zero Rand)
	The <i>retention percentage</i> is	10 % The initial release amount of (5%) will take place on completion. The release of the remaining amount (5%) will take place 52 weeks after the completion of the works.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1

X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the <i>Employer's</i> assets policy.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <p>Defects due to his design which arise before the defects Certificate is issued,</p> <p>Defects due to manufacture and fabrication outside the Site,</p> <p>loss of or damage to property (other than the <i>works</i>, Plant and Materials),</p> <p>death of or injury to a person and</p> <p>infringement of an intellectual property right.</p>
X18.5	The <i>end of liability date</i> is	<p>(i) seven years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z10 always apply.

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to 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 in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 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 Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to core clause 12.3:

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment: Add to core clause 27.4

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*: accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6 Provision of a Tax Invoice and interest. Add to core clause 51

- Z6.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

Z8 *Employer's* limitation of liability

- Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z8.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

Z9 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z9.1 or had a judicial management order granted against it.

Z10 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z10.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Part 2: Data provided by the Contractor

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	<p>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled 1G Tenderes Experience.</p>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	

B	Priced contract with bill of quantities			
11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.</i>		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
11 in SSCC	The hourly rates for people working for the Contractor within the Working Areas are:	Category of employee	Hourly rate	
41 in SSCC	The percentage for people overheads is:	%		
22 in SSCC	The rates of Equipment are:	Equipment	Size or capacity	Rate

ADJUDICATION OF BIDS

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

ADJUDICATION OF BIDS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by NGQUSHWA LOCAL MUNICIPALITY in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price80
- Specific Goals.....20

The Bid obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher Specific Goals points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

This preference form must form part of all bids invited.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00; and
- the 90/10 system for requirements with a Rand value above R50 000 000.00.

1.2 The value of this bid is estimated to not exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals

THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:

1.3.1.1 PRICE	POINTS 80
1.3.1.2 SPECIFIC GOALS	20

The specific goals allocated points in terms of this tender	Number of points allocated
(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
(To be completed by the tenderer)	What must be submitted to claim points.
Black (HDI)	5 Points
Women	5 Points
Youth	5 Points
LED	5 Points

Bidders whose annual turnover does not exceed R5 million are Exempted Micro Enterprises in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporations Act 69 of 1984) or an accredited verification agency . Bidders to submit certified copies thereof, substantiated. B-BBEE status level verification certificates will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA).

Total points for Price and Specific Goals must not exceed 100.

- 1.4 Failure on the part of a bidder to fill and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulation Board of Auditors (IRBA or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed..
- 1.5. The client reserves the right to require of a bidder, either before a bid is Adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the client.

2. GENERAL DEFINITIONS

- 2.1.1 **"Acceptable bid"** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

- 2.1.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.1.3 **"Comparative price"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4.1 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4.2 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.4.3 **"Specific contract participation goals"** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.6.2 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.6.3 **"Disability"** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9.1 **"Equity Ownership"** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **"Historically Disadvantaged Individual (HDI)"** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) (Act No 200 of 1993) ("the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.10.1 **Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

- 2.10.2 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **"Person"** includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMMEs)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person

PRICING INSTRUCTIONS

C2.1 Pricing assumptions: Option B

1. The conditions of contract

1.1 How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (28) The Price for Work Done to Date is the total of The quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed. Completed work is work without Defects, which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2 Function of the Bill of Quantities

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

1.3 Guidance before pricing and measuring

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

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

2. Measurement and payment

2.1 Symbols

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

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

2.2. General assumptions

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

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

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

2.3. Amplification of or assumptions about measurement items

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

2.3.1.1. Bill of Quantity

2.3.1.2. Scope of Work

2.3.1.3. Drawings

2.3.1.4. Specifications

SCOPE OF WORK

SCOPE OF WORKS

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END OF SECTION

Section C3.1

SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employers Objectives

Tapushe, Crossman, Bingqala, Benton, Bongweni A & B, Baltein, Gcinisa South, Ntshamanzi, Wesley, Shushu, Zondeka, Celetyuma, Feni, Hlosini, Khalana, Lower Mthombe, Lower Qeto, Qmanyana, Prudhoe, Newtondale, Mphekweni, Mtati, Mgababa, Maxhegweni and Mabongo Villages are located within Ngqushwa Local Municipality as indicated in C.3.1.3. The employer's objective is to supply, deliver, install, test, and commission electrical infrastructure to reticulate 263 households of the above-mentioned Villages.

C3.1.2 Overview of the Works

Works to be constructed under the contract consists of a full level of electrical engineering construction services for Ngqushwa Local Municipality in the Municipal geographical area. The scope of the contract shall terminate with a meter installation and 20A service connection at each household relative to Eskom DT standards.

C3.1.3 Extent of the Works

The following work included in this contract consist of the following Villages:

Item	Ward No.	Village name	House hold	Verified Co-ordinates	
				Latitude	Longitude
1					
2	2	Tapushe	11		
3	3	Crossman	5	33°08'41.0"S	27°07'41.5"E
4	12	Bingqala	10	33°18'32.1"S	27°11'46.4"E
5	12	Benton	8	33°23'05.4"S	27°11'48.4"E
6	3	Bongweni A & B	13	33°05'34.7"S	27°04'40.6"E
7	7	Baltein	14	33°01'30.1"S	26°58'12.3"E
8	12	Gcinisa South	13	33°17'17.3"S	27°20'57.9"E
9	10	Ntshamanzi	13	33°20'25.6"S	27°01'08.2"E
10	12	Wesely	11	33°19'20.6"S	27°20'15.1"E
11	3	Shushu	10	33°01'19.6"S	27°16'34.6"E
12	2	Zondeka	7	32°59'33.1"S	27°21'22.3"E
13	6	Celetyuma	12	33°16'06.0"S	27°08'59.8"E
14	6	Feni	8	33°12'09.5"S	27°09'34.2"E
15	3	Hlosini	9	33°07'48.0"S	27°05'47.4"E
16	3	Khalana	9	33°03'59.2"S	27°15'15.5"E
17	2	Lower Mthombe	4	33°04'00.2"S	27°19'17.9"E
18	10	Lower Qeto	5	33°20'05.0"S	27°09'34.5"E
19	7	Qamnyana	4	33°06'58.0"S	26°55'51.3"E
20	11	Prudhoe	8	33°24'14.9"S	27°07'25.2"E
21	10	Newtondale	5	33°20'31.7"S	27°04'09.3"E
22	11	Mphekweni	18	33°22'53.6"S	27°05'13.3"E
23	10	Mtati	19	33°22'10.6"S	27°02'08.3"E
24	11	Mgababa	9	33°24'02.4"S	27°05'17.3"E
25	10	Maxhegweni	10	33°18'55.6"S	27°02'23.8"E
26	3	Mabongo	10	33°01'54.7"S	27°17'35.2"E
27	11	Mphekweni	18	33°22'53.6"S	27°05'13.3"E
		Total	263		

It is imperative to note that the tenderer is to procure material applicable to Eskom Eastern Cape Operating Unit latest material Buyer' Guide.

The order of the works requires completion of the network to Eskom standards, installation of electrical equipment to Eskom specifications. In addition, Eskom approval for quality's required and handover of the complete network (MV & LV) to Eskom Eastern Cape CNCs.

END OF SECTION

Section C3.2
ENGINEERING

C3.2 ENGINEERING

C3.2.1 Drawings

- Eskom Distribution Technology drawings will be applicable.

Section C3.3

Procurement

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

C3.3.2 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Electrical Reticulation.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of the General Conditions of Contract, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the

Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, , trainers, supervisors, foremen, skilled plant operators, and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.3 Temporary Workforce

The Contractor shall employ labour from the local communities through the Labour Desk(s). Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause C3.3.2.

The Labour Desk(s) shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour Desks shall also assist

and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

C3.3.4 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in clause C3.3.2, unless otherwise instructed by the Engineer. The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- bedding, selected fill, backfilling and compaction of all holes and trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Cleaning and tidying up of the Site.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.3.5 Subcontracting

The Contractor shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer for those portions of the Works specified in the Scope of Works.

The Contractor shall sub-let to local emerging sub-contractors' appropriate portions of the works that are designated in C3.3.4 as being reserved for labour intensive construction methods.

As required by the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

Section C3.4
Construction

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Electrical Engineering Construction. (Note: "SABS has been changed to "SANS"). The Eskom distribution technology standards also form part of construction stands specifications.

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

Section C3.5
Management

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Applicable Specifications

The Standard Specifications for General Conditions of Contract 2015 2nd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

C3.5.1.2 Concurrent Construction Contracts

The Contractor's attention is drawn to the fact that other contiguous works will be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this Contract are likely to include, but are not limited to the following:

- a) Not applicable to this tender

The Contractor shall ensure that neither his operations nor those of his subcontractors nor the activities of his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portions of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discount or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to

these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractors. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors by the Contractor, and all claims arising there from, will be the sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

C3.5.1.3 Contractor's Project Management Plan

The Contractor is required to prepare and submit a project management plan for the construction. The particular contents that should be included in the Contractor's Project Management Plan are listed below:

- Project structures and agreements

The Contractor shall indicate how responsibility for the various work packages will be divided between joint venture partners (where applicable) and sub-contractors. A contract organogram shall be provided showing work apportionment and project management responsibilities. The particular division of work shall match the established capabilities and capacities of each particular partner or subcontractor.

- Plant, materials and equipment

The Contractor shall prepare a Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstrating that such Plant and Materials have a proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the source and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- Staffing plan

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, providing a detailed CV for each such key position. The Contractor shall also show the numbers and source of all non-key staff and indicating the particular local content offering of the Contractor.

- Method statements

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statements for each work discipline included in the Works.

C3.5.1.4 Construction Programme

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.

- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. excavations, etc.

Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner. Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

C3.5.1.5 Quality Assurance

The Contractor shall institute a quality assurance system and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times in order to comply with the requirements. The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these

requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of Contract.

The Contractor shall do at least the quality control tests at the frequencies specified in the Scope of Works. If the scale of the works, construction methods or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results and all worksheets relating thereto. All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the contractor.

Acceptance control, record keeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contractor's standard system may be used. An index to the Engineer's standard site administration forms is appended as Annexure A to section C3.5.1.

C3.5.1.6 Site Administration

- Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.1.7 Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

C3.5.1.8 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.9 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate

shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standard site administration forms and formats as referred to in C3.5.1.5.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by not later than the 25th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format as referred to in Section C3.5.1.5. Failure to comply with the terms of this clause will result in non-payment for such day works.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

C3.5.1.10 Drawings, Operation and Maintenance Manuals

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As-Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all O&M Manuals and COCs loose bound format, prior to the issue of a Certificate of Completion for the Works.

Only figured dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

C3.5.1.11 Environmental Management Plan

The Contractor shall comply with all the conditions of the the Environmental Management Plan that will be included in the Final Design Package approved by Eskom.

Part C4
Health & Safety Specification

SITE INFORMATION

C4. Site Information

The site will be shown during clarification meeting.

Geological and Geotechnical Aspects for Ngqushwa Villages

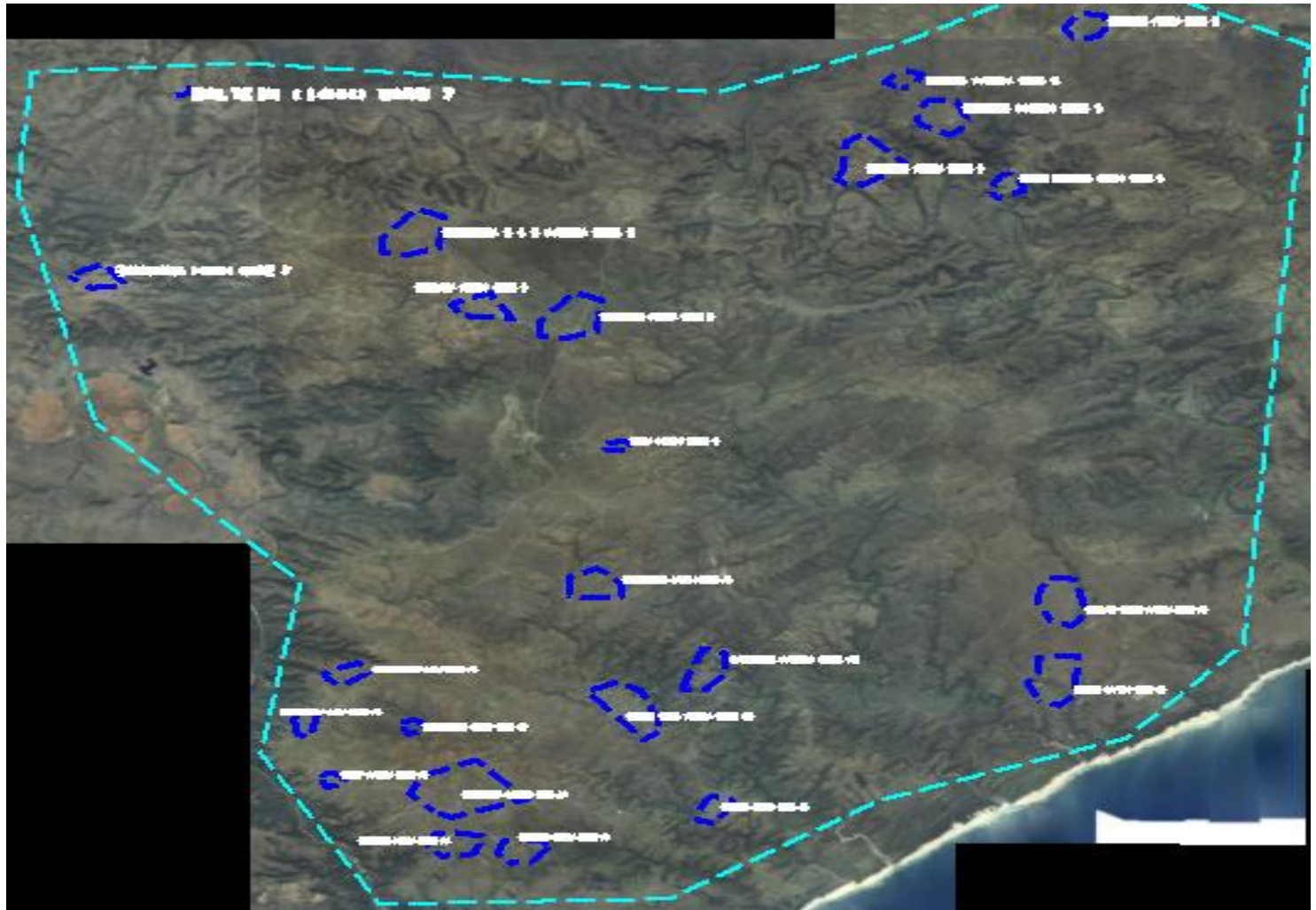
Ngqushwa Villages are scattered in the Ngqushwa Local Municipality's area. See Locality map and coordinates below. The terrain is undulating with medium prevalence of rock in the area.

Village List

Item	Ward No.	Village name	House hold	Verified Co-ordinates	
				Latitude	Longitude
1					
2	2	Tapushe	11		
3	3	Crossman	5	33°08'41.0"S	27°07'41.5"E
4	12	Bingqala	10	33°18'32.1"S	27°11'46.4"E
5	12	Benton	8	33°23'05.4"S	27°11'48.4"E
6	3	Bongweni A & B	13	33°05'34.7"S	27°04'40.6"E
7	7	Baltein	14	33°01'30.1"S	26°58'12.3"E
8	12	Gcinisa South	13	33°17'17.3"S	27°20'57.9"E
9	10	Ntshamanzi	13	33°20'25.6"S	27°01'08.2"E
10	12	Wesely	11	33°19'20.6"S	27°20'15.1"E
11	3	Shushu	10	33°01'19.6"S	27°16'34.6"E
12	2	Zondeka	7	32°59'33.1"S	27°21'22.3"E
13	6	Celetyuma	12	33°16'06.0"S	27°08'59.8"E
14	6	Feni	8	33°12'09.5"S	27°09'34.2"E
15	3	Hlosini	9	33°07'48.0"S	27°05'47.4"E
16	3	Khalana	9	33°03'59.2"S	27°15'15.5"E
17	2	Lower Mthombe	4	33°04'00.2"S	27°19'17.9"E
18	10	Lower Qeto	5	33°20'05.0"S	27°09'34.5"E
19	7	Qamnyana	4	33°06'58.0"S	26°55'51.3"E
20	11	Prudhoe	8	33°24'14.9"S	27°07'25.2"E
21	10	Newtondale	5	33°20'31.7"S	27°04'09.3"E
22	11	Mphekweni	18	33°22'53.6"S	27°05'13.3"E
23	10	Mtati	19	33°22'10.6"S	27°02'08.3"E
24	11	Mgababa	9	33°24'02.4"S	27°05'17.3"E
25	10	Maxhegweni	10	33°18'55.6"S	27°02'23.8"E
26	3	Mabongo	10	33°01'54.7"S	27°17'35.2"E
27	11	Mphekweni	18	33°22'53.6"S	27°05'13.3"E
		Total	263		

C4.1 LOCALITY PLAN

Village Boundaries:



ANNEXURES

C5.1 Risk Assessment

The Ngqushwa Local Municipality DMRE Electrification project is situated in the rural areas surrounding Ngqushwa and therefore presents risks and hazards. The principal contractor is to be mindful of the following risks and hazards:

- 1) Contractor to ensure that site camp and materials are safe from veld fires. Fire breaks and necessary fire fighting equipment to be available at all times.
- 2) The Contractor to be aware of traffic and road rules on site, i.e. road crossings, T-junctions etc.
- 3) There is 22kV along the power line route and the Contractor is to ensure that ORHVS regulations are followed, in conjunction with the local CNC, when crossing or in close proximity of other power lines.
- 4) Contractor to be mindful of other service providers in the area i.e. Telkom, Municipalities.
- 5) Safe working procedures to be carried out.
- 6) Due to the terrain on site, Contractor to make site staff aware of dangerous poisonous species of snakes, spiders and bees on site.
- 7) Contractor to ensure that the environmental study, which forms part of the contract, is explained and understood by all staff on site. All highlighted risks and environmental issues to be adhered to.
- 8) Due to the rural area being worked in, local communities must be made aware of risks associated with construction and construction vehicles on site. Local residents to be kept away from construction activities.
- 9) Contractor to ensure that all staff working at elevated heights are trained on the full arrest plan, and use a fall arrest system.
- 10) All site staff must have induction training and wear personal protective gear.
- 11) Contractor to strictly adhere to Eskom's cardinal rules.
- 12) Contractor to have sound construction methods available for perusal at any time.
- 13) Contractor to ensure that there are no holes that are left un barricaded.

C5.2 SHE Specification

C5.3 Environment Plan