



EMALAHLENI MUNICIPALITY

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM) FOR A PERIOD OF FOUR (4) MONTHS

TENDER NUMBER: ELM/2/10/2021T

Issued by:

EMALAHLENI MUNICIPALITY
37 Indwe Road
Private Bag X1161
Lady Frere
5410

Prepared by

IGODA PROJECTS (PTY) LTD
5th Floor, JT Ross House
The Lion Match Office Park
892 Umgeni Road
Durban
4001

Contact:

Name: Mr. L Petse
Telephone: 078 937 8983

Mr. TC Madikane
082 576 7361

Name of Bidder _____

Telephone Number _____ **Fax Number** _____

Address _____

TENDER PRICE INCLUDING VAT _____

NAME

SIGNATURE

DATE

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Number Heading

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TENDER NOTICE AND INVITATION TO TENDER

NOTICE NUMBER: ELM/2/10/2021T: EMALAHLENI MUNICIPALITY INVITES PROFESSIONAL CONSTRUCTION COMPANIES TO TENDER FOR THE FOLLOWING SERVICES:

BID NO.	PROJECT DESCRIPTION	PROJECT DETAILS	CLOSING DATE
ELM/2/10/2021T	ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)	Electrification of 50 new connections within Ward 15 of Emalahleni Municipality	28th October 2021

Item	Commentary
Contracting Strategy	Open Tender
Pricing Strategy	Re-Measurement
Payment Method	Bill of Quantities
Evaluation Criteria / Method	Method 4: Financial Offer, Quality and Preferences
Scoring: Quality	Experience of Key Personnel: Quality Assurance Plan: Availability of Resources: Comparable Projects (Infrastructure and Substation): Work Plan Complete with Time Frames: Certified HV Regulations Certificate
Minimum Contractor Grading	3EP or higher

All bids will be adjudicated and awarded in terms of the EMALAHLENI MUNICIPALITY Procurement and Supply Chain Management Policy. The Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act

The compulsory briefing session will be held on **14 October 2021 at 12:00 at the Cacadu Municipal Council Chamber and thereafter proceed to the sites.**

Bid documents will be made available from **04 October 2021** on the Emalahleni Local Municipality Website: www.emalahlenilm.gov.za and e-tender portal.

Completed bids and supporting documentation, placed in a sealed envelopes clearly written on the outside as **“ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM) FOR A PERIOD OF FOUR (4) MONTHS BID NO: ELM/2/10/2021T”** must be dropped in the marked bid box place at the reception of the Emalahleni Local Municipality offices at **37 Indwe Road in Lady Frere** not later than **12h00 on the dates as mentioned above**, all the received bids will be opened in public.

Late, incomplete, electronic or telegraphic tenders will not be considered.

Project Enquiries shall be directed to **Mr. L Petse on 078 937 8983** during normal office hours (**08h30 – 16h30**).

All Bidding Enquiries shall be directed to **Ms. N Mzwana on 082 654 7893** during normal office hours (**08h30 – 16h30**).

The following conditions apply;

- Bidders to be registered on the national data base (CSD) and be compliant with the requirements
- Bidders to submit proposals in line with the SIPDM/CIDB format

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DATE

- All municipal rates and taxes of the supplier must be paid where the business has its head or regional office. Latest billing clearance certificate or account statement not older than 3 months must be submitted with the bid, or if the property is being leased the lease agreement must be attached, failure to do so will result in the bid being disqualified. **NB** the billing clearance certificate is only applicable to bidders who operate their business in an area that is not billed by the municipality
- The Bidder must supply any particulars of similar contracts awarded by an organ of state for the past 5 years including particulars of any material non-compliance or disputes concerning the execution of such a contract
- Bidders must submit a Tax Compliance status document with PIN issued by the South African Revenue Service (SARS)
- Bidders must have certified evidence of BBBEE status issued by SANAS, IRBA or SANAS accredited agents, failing which preference points will be forfeited, and
- The bids will be adjudicated on, price and preference criteria: Price = 80 points. BBBEE contribution level = 20 points

Notice No.: **ELM/2/10/2021T**
The Municipal Manager
EMALAHLENI MUNICIPALITY
Private Bag X1161
LADY FRERE
5410

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EMALAHLENI MUNICIPALITY

Bids are hereby invited from suitably qualified and experienced organisations/consortia in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following:

CONTRACT NO. ELM/2/10/2021T

APPOINTMENT OF A SERVICE PROVIDER FOR ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

Acceptable bids will be evaluated by using a system that awards points on the basis of 80/20 preferential point system of which 80 is for price and 20 is for BBEE points.

PRE-QUALIFICATION CRITERIA

- 1. All bidders will be required to submit B-BBEE Level with status issued by SANAS, IRBA or SANAS accredited agents for this bid.**

CIDB GRADNG OF 3EP OR HIGHER

Only those Bidders who obtain a minimum of 70 points on the functionality criteria are eligible for further evaluation.

FUNCTIONALITY CRITERIA

No	Pre-qualification Category & Description	Maximum Potential Score	Points Claimed	Bid Evaluation Committee Scores	Page Ref. No.
1	Contractor Experience Three Electrification Projects successfully completed by the Construction Service provider within (R2 000 000 - R 4 000 000) NB: Each similar project weighs 15 points	45			Points can only be claimed by attaching appointment letters and completion certificates from previous clients.
2	Contractor Expertise Site Agent to possess a Diploma or N6 Certificate in Electrical Engineering qualification and more than five years' experience in Electrical Engineering field = 15 points	10			NB: attach CV with Certified Certificates to claim points

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3	<p>Site Supervisor to be qualified with ORHVS Awareness & Supervision, Climbing Irons and ladder, MV/LV Line Construction and Eskom Contractor Authorization card (Picture and ID number must reflect) with more than five years' experience in Electrification field = 15 points</p>	10			<p>NB: Attach CV with detailed experience, Certified Certificates to claim points</p>
4	<p>Health and safety officer with relevant qualification of more than three years' experience in Electrification field = 5 points</p>	5			<p>NB: Attach CV with detailed experience, Certified Certificates to claim points</p>
5	<p>Work plan (1) Milestones, (2) Critical Path (3) Resource allocation (4) Task dependency map (5) Monthly project cash flow, (cash flow must be in-line with the project cost and Programme of works).</p>	5			
6	<p>Methodology and understanding of the project (1) Project objectives. (2) Scope of work and deliverables. (3) Shows detailed explanation of how supervision of the works will be carried out. (4) Indicating tools and resources to be used for the entire project life cycle. (5) Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project plan.</p>	10			
7	<p>Plant and Resources 1. Crane Truck & Rock Driller (3 Points). 2. TLB (2 Points).</p>	15			<p>NB: To claim full points bidders must submit proof of ownership of the plant or the affirmed valid lease agreement must be attached</p>
TOTAL SCORED		100			

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ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

T1.2 Bid Data

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

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

Clause number	Bid Data
F.1.1	The employer is EMALAHLENI MUNICIPALITY
F.1.2	The Bid Documents issued by the Employer comprise the following documents: THE BID Part T1: Bidding procedures T1.1 - Bid notice and invitation to Bid T1.2 - Bid data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT

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F.1.2	<p>The Bid documents issued by the employer comprise:</p> <p>Volume 3: The contract</p> <p>Part C1: Agreements and contract data</p> <p>C1.2 Contract data (part 1)</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>Part C4: Site information</p> <p>C4 Site information</p> <p>Part C5: Pre-Qualification</p> <p>C5.1 Pre-Qualification Criteria</p> <p>C5.2 Preference Points Claim Form</p> <p>C5.3 Special Conditions of Bid</p>
F.1.4	<p>The employer's agent is :</p> <p>Name: 'Mr. TC Madikane</p> <p>Tel: (031) 536 7300</p> <p>Cell: 082 576 7361</p> <p>E-mail: tc@igoda.co.za</p>
F.2.1	<p>Only those Bidders who satisfy the following eligibility criteria are eligible to submit Bids: Score 65% or higher in the Pre-Qualification Criteria</p>
F.2.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:</p> <p>a) Service Providers who have a Service Provider grading designation equal to or higher than a Service Provider grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a 3EP or Higher class of construction work; and</p> <p>b) Service Providers registered as potentially emerging enterprises with the CIDB who are registered in one Service Provider grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <ol style="list-style-type: none"> 1) the employer is satisfied that such a Service Provider has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and 2) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the Service Provider to successfully execute that contract. <p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a Service Provider grading designation in the 3EP or higher class of construction work; and 3. the combined Service Provider grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a Service Provider grading designation determined in accordance with the sum bided for a 3EP or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.</p>
F.2.12	<p>No alternative Bid offers will be considered</p>
F.2.13.3	<p>Parts of each Bid offer communicated on paper shall be submitted as an original.</p>

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F.2.13.5 F.2.15.1	The employer's details and address for delivery of Bid offers and identification details that are to be shown on each Bid offer package are: Location of Bid box: Emalahleni Municipality Physical address: 37 Indwe Road, Lady Frere Identification details: ELM/2/10/2021T – ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The Bid offer validity period is 30 days.
F.2.18	The Bidder 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.2.20	The Bidder is required to submit with his Bid a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.
F.2.23	Bidders must submit a Tax Compliance status document with PIN issued by the South African Reserve Bank
F.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the Bid closing time.
F.3.4	Bids will be opened immediately after the closing time for Bids at 12:00 pm.
F.3.11.3	The procedure for the evaluation of responsive Bids is Method 2 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive Bids 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 Bid offers have a value that equals or is less than R50 000 000 Up to 100 minus W_1 Bid evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.
F.3.11.3	The quality criteria and maximum score in respect of each of the criteria are as follows:

No	Pre-qualification Category & Description	Maximum Potential Score	Points Claimed	Bid Evaluation Committee Scores	Page Ref. No.
1	Contractor Experience Three Electrification Projects successfully completed by the Construction Service provider within (R2 000 000 - R 4 000 000) NB: Each similar project weighs 15 points	45			Points can only be claimed by attaching appointment letters and completion certificates from previous clients.
2	Contractor Expertise Site Agent to possess a Diploma or N6 Certificate in Electrical Engineering qualification and more than five years' experience in Electrical Engineering field = 15 points	15			NB: attach CV with Certified Certificates to claim points

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	<p>Site Supervisor to be qualified with ORHVS Awareness & Supervision, Climbing Irons and ladder, MV/LV Line Construction and Eskom Contractor Authorization card (Picture and ID number must reflect) with more than five years' experience in Electrification field = 15 points</p>	10			<p>NB: Attach CV with detailed experience, Certified Certificates to claim points</p>
	<p>Health and safety officer with relevant qualification of more than three years' experience in Electrification field = 5 points</p>	5			<p>NB: Attach CV with detailed experience, Certified Certificates to claim points</p>
	<p>Work plan (1) Milestones, (2) Critical Path (3) Resource allocation (4) Task dependency map (5) Monthly project cash flow, (cash flow must be in-line with the project cost and Programme of works).</p>	15			
	<p>Methodology and understanding of the project (1) Project objectives. (2) Scope of work and deliverables. (3) Shows detailed explanation of how supervision of the works will be carried out. (4) Indicating tools and resources to be used for the entire project life cycle. (5) Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project plan.</p>	10			
	TOTAL SCORED	100			
<p>Minimum qualifying score is 70 points, Bidders who fail to achieve minimum score and do not complete the scorecard will be disqualified.</p>					

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F.3.13	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the Bidders must submit a Tax Compliance status document with PIN issued by the South African Revenue Service (SARS); b) the Bidder submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document c) the Bidder is registered with the Construction Industry Development Board in an appropriate Service Provider grading designation; d) the Bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the Bidder has not: <ul style="list-style-type: none"> 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; f) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process and persons in the employ of the state are permitted to submit Bids or participate in the contract; g) the Bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) only Bidders who employ staff which satisfy EPWP requirements are eligible to submit Bids
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
	<p>Special conditions of Bid are:</p> <p>Stipulated in C5.3</p>

NAME

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EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

T2.1 LIST OF RETURNABLE DOCUMENTS

Returnable Schedules required for bid evaluation purposes

The bidder must complete the following returnable schedule as relevant:

- Record of Addenda to Bid Documents.
- Compulsory Enterprise Questionnaire.
- Clarification Meeting Certificate.
- Tax Compliance status document with PIN issued by the South African Revenue Service (SARS).
- Health & Safety Plan.
- COVID 19 Health and Safety Plan
- Certificate of Registration of Service Provider.
- Original Valid B-BBEE Status Level Certificate or Certified Copy.
- Financial References.
- Municipal Rates and Service Charge Statement.
- Certificate of HV Reg Personnel to be utilised on the project
- Proof of registration with National Treasury CSD Compulsory
- Sub-Contracting Declaration Compulsory
- Registration as an Electrical Contractor with the DoL-EIR 6(2) Compulsory

Other documents required for bid evaluation purposes

The bidder must complete the following returnable documents:

- Contract Form MBD Form 7.2.
- Declaration of Bidders Past SCM Practice MBD Form 8.

Returnable Schedules that will be used for bid evaluation purposes and be incorporated into the contract

The bidder must complete the following returnable documents:

- Certificate of Independent Bid Determination MBD Form 9.

Other documents that will be incorporated into the contract

- C1.1 Offer portion of Form of Offer and Acceptance.
- C1.2 Contract Data (Part 2).
- C2.2 Bill of Quantities.
- C2.3 Day work Schedule

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Record of Addenda to Bid documents

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

NAME

SIGNATURE

DATE



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Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

NAME

SIGNATURE

DATE



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ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

NAME

SIGNATURE

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ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

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

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

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

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

NAME

SIGNATURE

DATE



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ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (Bidder)

of (address)

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Bid and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* Bid.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF EMPLOYER:

--

NAME

--

SIGNATURE

--

DATE

SIGNED BY/ON BEHALF OF BIDDER:

--

NAME

--

SIGNATURE

--

DATE

NAME

SIGNATURE

DATE



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Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		
CIDB registration no		Signature. Name Designation
CIDB registration no		Signature. Name Designation
CIDB registration no		Signature. Name Designation
CIDB registration no		Signature. Name Designation

NAME

SIGNATURE

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Proposed amendments and qualifications

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

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

Bidders must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Bidder

NAME

SIGNATURE

DATE



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ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

C1.1 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 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)**.

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

The Bidder, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder offers to perform all of the obligations and liabilities of the **Service Provider** 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 VAT IS:

(in words)Rand;

R.....(in figures)

THE OFFERED COST PARAMETERS TO PROVIDE THE WORKS, EXCLUSIVE OF VALUE ADDED TAX, ARE AS SET IN THE CONTRACT DATA.

THE OFFERED STAFF RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE AS SET OUT IN THE PRICING SCHEDULE.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the Bidder before the end of the period of validity stated in the Bid Data, or other period as agreed, whereupon the Bidder becomes the party named as the **Service Provider** in the conditions of contract identified in the Contract Data.

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 including the Schedule of Deviations (if any) to the Bidder before the end of the agreed period of validity, or other period as agreed, whereupon the Bidder becomes the party named as the **Service Provider** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

NAME

SIGNATURE

DATE

For the Bidder:

(Insert name and address of organisation)

Name &
signature of
witness

Date

NAME

SIGNATURE

DATE

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now **Service Provider**) 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.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now **Service Provider**) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the

Employer

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

NAME

SIGNATURE

DATE

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

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

NAME

SIGNATURE

DATE



EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

C.1.2 Contract Data

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2010)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

Part 1: Data provided by the Employer

Clause	Data
1.1.14	The name of the Employer is EMALAHLENI MUNICIPALITY.
1.2.2	The address of the Employer is: Address (physical): EMALAHLENI MUNICIPALITY in LADY FRERE Address (postal): Private Bag X7111, LADY FRERE, 5320 Telephone: (045) 807 2000 Facsimile: (045) 807 2059
1.1.15	The name of the Engineer is Igoda Projects (Pty) Ltd
1.2.2	The address of the Engineer is: Address (physical): 5 th Floor, JT Ross House, The Lion Match Office Park, 892 Umgeni Road, DURBAN. Address (postal) : P O Box 1907 Durban, 4000 Telephone: 031 536 7300 Facsimile: 086 474 7217 e-mail: tc@igoda.co.za
2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: <ul style="list-style-type: none"> • Commissioning
7	The time to deliver the Form of Guarantee is 14 days
7	The Form of Guarantee is to contain the wording of the pro-forma document included the General Conditions of Contract. The liability for the guarantee shall be for 10%
10	The Works are to be commenced within 10 days of the Commencement Date.
12.2	The Works programme is to be delivered within 5 days of the Commencement Date.
35.1.1.2.3	The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is R1 000,000.00 per claim.
35.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
35.1.3	The limit of liability insurance is R2 000,000.00 per claim.
37.2.2.3	The percentage allowance to cover overhead charges is 15 %.
42.1	The Works are to be completed within Four (4) months
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %

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49.3	The percentage retention on amounts due to the Service Provider is 10 %.
49.3	The limit on retention is 5 % of the Contract Price
53.1	The Defects Liability Period is twelve (12) months.
58.2	Dispute resolution is to be by means of adjudication.
58.4.2	Arbitration shall take place in accordance with the Rules of the Arbitration Foundation of Southern Africa
58.4	Disputes are to be referred for final settlement to arbitration
4.5.2 49.6.1 to 4.9.6.3 55.1.8	<p>The variations to the General Conditions of Contract are:</p> <p>Replace the term "Safety" with "Occupational Health and Safety"</p> <p>Replace the term "Bank" with "Bank or Insurance Company"</p> <p>Replace sub-clause with: The Service Provider or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.</p>
42.3.2	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p>Where: V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>R_w = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract N_n, R_n, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (N_w - N_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (R_w-R_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Service Provider shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
42	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the Service Provider has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Service Provider shall make provision in his programme of

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	work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.
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EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

C.1.2 Contract Data

Part 2: Data provided by the Service Provider

The Service Provider is advised to read the *General Conditions of Contract for Construction Works (2010)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947).

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

Clause	Data
1.8 1.2.2	The Service Provider is. Name: The address of the Service Provider is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:

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EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

**ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD
STREAM AND GUBA FARM)**

C2: Pricing Data

- C2.1: PRICING INSTRUCTIONS
- C2.2: BILL OF QUANTITIES
- C2.3: DAYWORK SCHEDULE

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C2.1: Pricing Instructions

1. General

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

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

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

2. Documents Mutually Explanatory

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

3. Definitions

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

Unit: The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the SERVICE PROVIDER contracts to do the work.

Amount: The product of the quantity and the rate Bided for an item.

Sum: An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

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

5. References

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

6. Units of Measurement

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

The following abbreviations are used in the Bill of Quantities:

% = per cent

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

7. Net Measurements

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

8. Quantities

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

9. Currency

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

10. Value Added Tax

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

11. Rates and Prices

1.1. General

1. The SERVICE PROVIDER must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
2. The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
3. Where the SERVICE PROVIDER is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
4. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or

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rates in the Bill. The SERVICE PROVIDER will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

5. Should the SERVICE PROVIDER group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
6. Should the SERVICE PROVIDER indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
7. A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

1.2. "Rate only" items

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

1.3. Arithmetic

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

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. Variation in Text

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

13. Construction

14. Attention is drawn to Clause 44.1 of the General Conditions of Contract and the SERVICE PROVIDER must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.
15. Items marked "L" in the Bill of Quantities shall be carried out using labour intensive methods.

NAME

SIGNATURE

DATE

C2.2: Bill of Quantities

NAME

SIGNATURE

DATE

BILL 1 - PRELIMINARY & GENERAL			BID No: ELM/2/10/2021T		2021/2022
ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE (SA RANDS)
1					
1.1	Compliance with all the contractual requirements of the contract, including project programming, outage management, weekly progress reporting, materials management, meetings and quality & environmental management.	Sum	1		
1.2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and ad				
	Facilities for Contractor :				
	a) Offices & storage sheds	Sum	1		
	b) Establishment of staff accommodation, office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.	Sum	1		
	c) Ablution & latrine facilities	Sum	1		
	d) Tools & equipment	Sum	1		
	e) Water supplies, electric power & communications	Sum	1		
1.3	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.	Sum	1		
1.4	Provision of "As Built" drawings.	Sum	1		
1.5	Construction Name Board - The Contractor shall place an order and collect from Eskom and maintain one project signboard bearing the name of the project, the name and logo of Matatiele municipality, consultant name and the Contractor.	Sum	1		
1.6	Provision of samples of materials to be used (only materials supplied by contractor) and construction thereof sample line and board.				
1.7	Provision for the compilation of the Construction Programme, to be done in MS Project and updated on a fortnight basis and Quality Assurance Programme for the works.	Sum	1		
2	Occupational Health & Safety Requirements				
2.1	Provision for Legal and Contractual Compliance.	Sum	1		
2.2	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.	Sum	1		
2.3	Provision of safety measures, e.g.. Fall arrest systems, shoring for safety purposes etc.	Sum	1		
2.4	Compliance with OH&S Act & Construction Regulations.	Sum	1		
3	Compliance with the Requirements for the Expanded Public Works Programme				
	Note: The reports are to be submitted with the contractors monthly invoice.				
3.1	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).	Sum	1		
4	SPECIAL SERVICES				
4.1	Engineering Professional Land Surveyor (Pegging of MV& LV infrastructure as well as infrastructure profiling and obtaining Wayleaves from affected land owners)	Sum			55 000.00
4.2	Accredited Botanist	Sum			25 000.00
4.3	Accredited Environmentalist	Sum			25 000.00
SUB TOTAL (BILL 1) PAGE 1 C/F					

NAME

SIGNATURE

DATE

BILL 1 - PRELIMINARY & GENERAL					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE (SA RANDB)
	Amount brought forward from previous page				
5	Time Related Items (To maintain site for the duration of the project)				
5.1	Operate and Maintain Facilities on Site				
	Facilities for Contractor:				
	a) Offices & storage sheds	Month	4		
	b) Ablution & latrine facilities	Month	4		
	c) Tools & equipment	Month	4		
	d) Water supplies, electric power & communications	Month	4		
	e) Safety related items	Month	4		
5.2	Provision of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified.	Month	4		
5.3	Contract management and full time supervision of the works	Month	4		
5.4	Community Liaison Officer conversant in Zulu or Xhosa and local cultural norms	Month	4		
	Security				
5.5	Contractor shall provide two security guard/s to ensure the site including offices, storage sheds and all Emalaheni Municipality material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.	Month	4		
	STUDENT				
5.6	Accredited and approved training courses for selected student by munic	Month	4		
	PSC				
5.7	Monthly meeting seating allowance(R200 per person) & Virtual meeting transport	Month	4		
TOTAL (BILL 1) PAGE 2					

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SIGNATURE

DATE

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

ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS		BID No: ELM/2/10/2021T		2021/2022			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Transformers (" NO Free Issue" Item)						
	Supply and install on appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required. Excluding cable, conductors, and the transformer structure.						
2.1	Transformer 16kVA, 22kV/240V Single Phase	DDT 3021	No	7			
2.2	Transformer 32kVA, 22kV/460V Dual Phase	DDT 3021	No	1			
2.3	NEW Transformer 64kVA, 22kV/460V Dual Phase	DDT 3021	No	1			
2.4	Transformer 100kVA, 415/400V Three phase	DDT 3021	No				
	Replacement of Auxiliaries (Sectionalisers and Links)						
	The unit rate shall allow for the complete elevated replacement of the following auxiliaries, the rate shall include all materials required to remove, reposition the auxiliary with new assembly in accordance the Eskom Standard.						
2.5	3 Phase Section link - Cut-out (Solid) - 2.5M X-ARM - 200A 22kV - Single pole c/w inserts (Sets)	D-DT 1848	No	6			
2.6	2 Phase Equipment link - Cut-out (D/O Fuse) - 2.5M X-ARM - 20A 22kV - Single pole c/w inserts (Sets)(including 1866B structures)	D-DT 1848	No				
2.7	2 Phase Equipment link - Cut-out (D/O Fuse) - 2.5M X-ARM - 20A 22kV - Single pole c/w inserts (Sets)(including 1866 structures)	D-DT 1849	No	9			
	Medium Voltage Surge Arrestors						
	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrestor, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors. Excluding the conductors and transformer.						
2.8	22kV, 10kA Surge arrestor	DDT 3100	No	18			
	Amount carried over to next page						

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DATE

Item	Description	Detail Reference	Unit	Tender Quantity			Total Price (R)
	Amount brought forward from previous page						
	Neutral Surge Arrestor						
	Supply and install a LV surge arrestor including lugs and galvanised bolts						
2.9	Surge arrestor	DDT D270	No	9			
	Transformer Earthing						
	Supply and install all materials for the complete earthing of transformers and bulk meter structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for one MV earth electrode only, consisting of four earth spikes in accordance with the specifications. Additional earth spikes/conductor shall be measured elsewhere if required.						
2.10	MV Earth Transformers (Incl Aux trfr)	DDT 1866	No	9			
	TOTAL : Carried forward to summary						

NAME

SIGNATURE

DATE

BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM

ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS		BID No: ELM/2/10/2021T		2021/2022			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Conductor (" NO Free Issue" Item)						
	Safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.						
Note	The following dimensions will all be "CONDUCTOR LENGTH" not route length, allowance made for sag, waste.						
3.1	Fox - AAAC (ungreased)		m				
3.2	Fox - ACSR (ungreased)		m	13700			
	Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere						
	Amount carried over to next page						

NAME

SIGNATURE

DATE

Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
FOX CONDUCTOR							
3.3	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT- 1740B	No				
3.4	Three phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation -10KN Post ins & Piston grips	D-DT-2063 RX	No				
3.5	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation	D-DT-1743	No				
3.6	Three phase - Delta / 2,5m Wood X-arm - Strain - 0° Deviation - Piston	D-DT-1743 RX	No				
3.7	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	D-DT-1744	No				
3.8	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation - Piston Grips	D-DT-1744 RX	No				
3.9	Three phase - Delta / 2,5m Wood X-arm - Strain - Medium(60°-90°) Deviation	D-DT-1745	No				
3.10	Three phase - Delta / 2,5m Wood X-arm - Terminal	D-DT-1746	No				
	Delta 2x2,5m Wood X-arm Strain medium 0 deviation	D-DT-1754	No				
3.11	Dual phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1340B	No	46			
3.12	Dual phase - Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation Piston Grips	D-DT-1340B RX	No	30			
3.13	Dual Phase - Delta 2,5 m Wood X-arm - Inline strain (0°-1°) Deviation	D-DT-1343	No	45			
3.14	Dual Phase - Delta 2,5 m Wood X-arm - Inline strain (0°-1°) Piston Grips	D-DT-1343 RX	No				
3.15	Dual Phase - Delta 2,5 m Wood X-arm - Medium Angle Strain (1 - 60°)	D-DT-1344	No	50			
3.16	Dual Phase - Delta 2,5 m Wood X-arm - Medium Angle Strain (1 - 60°) - Piston Grips	D-DT-1344 RX	No	15			
3.17	Dual Phase - Delta 2,5 m Wood X-arm - Terminal	D-DT-1346	No	40			
3.18	Phase/Phase take off - 2,5m Wooden X-arm	D-DT-1814	No	8			
	Three Phase take off - 2,5m Wooden X-arm	D-DT-1804	No				
3.19	Transformer - Single pole mount - 16-64kVA - General arrangement	D-DT-1860	No				
3.20	Transformer - Single pole mount - out-of-line arrangement	D-DT-1866	No	9			
HARE CONDUCTOR							
3.21	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - 0deg Deviation	D-DT-1747	No				
3.22	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - Medium - 1 - 60 deg Deviation	D-DT-1748	No				
3.23	3 Phase - Delta / 2x2,5m Wood X-arm - Strain - Terminal	D-DT-1749	No				
3.24	3 Phase - H-Pole / 4,5m Wood X-arm - Intermediate - 0° Deviation	D-DT-1770	No				
3.25	3 Phase - H-Pole / 2 x 4,5m Wood X-arm - Strain- 0° Deviation	D-DT-1777	No				
3.26	3 Phase - H-Pole / 2 x 4,5m Wood X-arm - Strain- Medium (0°- 60°)	D-DT-1778	No				
3.27	3 Phase Take-off - H-Pole (2 x 3,5m Wooden X-arm)	D-DT-1807	No				
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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	Testing						
	Allowance shall be made for the complete testing and commissioning of the Medium Voltage overhead distribution system						
3.28	MV Test (per transformer installation, Incl Aux Trf)		No	9			
	TOTAL : Carried forward to summary						

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BILL NO 4 - LV OVERHEAD DISTRIBUTION LINES							
ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS				BID No: ELM/2/10/2021T		2021/2022	
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	LV ABC & FOX CONDUCTOR						
Note	The LV insulated aerial bundle conductor system & bare wire (Standard Fox) shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3.						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic-fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc.						
	Contractor to Safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof.						
4.1	Single phase ABC (35mm ²) Insulated Neutral		m	2000			
4.2	Dual phase ABC (35mm ²) Insulated Neutral		m	1500			
4.3	Dual phase ABC (70mm ²) Insulated Neutral		m	0			
4.4	Three phase ABC (70mm ²) Insulated Neutral		m				
4.4	Three phase ABC (35mm ²) Insulated Neutral		m				
4.5	Bare Wire (LV Fox conductor)		m	22200			
	LV STRUCTURES						
	Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere.						
	Amount carried over to next page						

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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	LV Fuse Switch Units						
	Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit.						
4.26	63A Load disconnecting switch similar to MORSDORPHER 63A		No	19			
4.27	80A Load disconnecting switch similar to MORSDORPHER 80A		No	5			
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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	LV Pole Mounted Service Boxes						
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniture circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.						
4.28	BOX,POLE TOP SPLIT METER 2-WAY 50A D3055		No	50			
	Earthing of LV Network						
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers						
	Allowance shall be made for the testing of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications.						
4.29	LV Earth	DDT 0637	No	9			
	Testing						
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.						
4.30	LV Test		No	9			
	TOTAL : Carried forward to summary						

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BILL NO 5 - SUPPORT FOR OVERHEAD RETICULATION							
ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS				BID No: ELM/2/10/2021T		2021/2022	
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
Poles and Crossarms							
Note	Poles for service connections are measured elsewhere						
Supply and install pole in excavated hole, including cutting and scaffolding, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.							
5.1	7m Pole, 120-139 mm top diameter C	D-DT-0055	No	0			
5.2	9m Pole, 140-159 mm top diameter D	D-DT-0055	No	498			
5.3	9m Pole, 180-199 mm top diameter D	D-DT-0055	No	32			
5.4	10m Pole, 160-179 mm top diameter - LV G	D-DT-0055	No	18			
5.5	10m Pole, 180-199 mm top diameter H	D-DT-0055	No	9			
5.6	11m Pole, 160 mm top diameter K	D-DT-0051	No	230			
5.7	11m Pole, 180 mm top diameter L	D-DT-0051	No	31			
5.8	11m Pole, 200 mm top diameter M	D-DT-0053	No	6			
5.9	12m Pole, 180-199 mm top diameter	D-DT-0053	No	3			
5.10	13m Pole, 180-199 mm top diameter	D-DT-0053	No	3			
5.11	14m Pole, 180-199mm top diameter	D-DT-0053	No	0			
Supply, off load and install the following wooden cross arms.							
5.12	2.5m, 140-159mm Diameter	D-DT-0316	No	267			
5.13	3.5m, 140-159mm Diameter	D-DT-0317	No				
5.14	4.5m, 160-179mm Diameter	D-DT-0317	No	25			
5.15	6m, 160-179mm Diameter	D-DT-0317	No	0			
Stays, Flying Stays and Anti-Climbing Devices							
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, po						
The following stays shall be in accordance with the specification and shall include a stay plate							
5.16	MV Stay	D-DT-0341	No	109			
5.17	MV Flying Stay	D-DT-0343	No				
5.18	LV Stay	D-DT-0343	No	410			
5.19	LV Flying Stay	D-DT-0343	No				
The following struts shall be in accordance with the specification							
5.20	MV 11m Strut	D-DT-0342	No	20			
5.21	LV 9m Strut	D-DT-0342	No	30			
Amount carried over to next page							

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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	The following anti-climbing devices shall include barbed wire as specified						
5.22	Anti climbing devices as per 05T109 (Including on stays as per DDT0399)		set	27			
5.23	Excavations and Compaction						
Note	The excavations for service connections are measured elsewhere						
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation						
5.24	Hole for 7m pole - 1.5m deep		No	0			
5.25	Hole for 9m pole - 1.5m deep		No	530			
5.26	Hole for 11m pole - 1.8m deep		No	267			
	Amount carried over to next page						

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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
5.27	Hole for 14m pole - 2.5m deep		No	3			
5.28	Hole for 13m pole - 2.2m deep		No	3			
5.29	Hole for MV stay - 1.5m deep		No	109			
5.30	Hole for MV strut - 1.8m deep		No	20			
5.31	Hole for LV stay - 1.4m deep		No	410			
5.32	Hole for LV strut - 1.4m deep		No	30			
	Drilling and Blasting of Holes						
	Contractor is to inform IGODA C.O.W in advance about the holes to be drilled or blasted.						
5.33	Provision for Blasting of holes (Irrespective of depth of hole, each hole to be verified by Igoda Clerk of works, Client representative and Project manager as per internal or external invoice) (The rate includes importing soil and transport)		sum	1		R 150 000.00	R 150 000.00
5.34	Provision for Rock drilling of holes (Irrespective of depth of hole, each hole to be verified by Igoda Clerk of works, Client representative and Project manager as per internal or external invoice) (The rate includes importing soil and transport)		No	430			
	Pole Labels						
	Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials						
5.34	Equipment labels (Trfs, links, SB)		No	25			
5.36	Transformer max fuse labels		No	18			
5.37	Warning labels		No	18			
	TOTAL : Carried forward to summary						

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BILL NO 6 - HOUSE CONNECTIONS

ELECTRIFICATION OF WARD 15 - CONNECTIONS		BID NO: ELM/2/10/2021T		2021/2022			
Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	House Connections						
	House Connections (Type B), test and commissioning complete. Poles and excavation are measured elsewhere.						
6.1	Type B @ 90%	D-DT-0361	No	50			
6.2	Type A @ 10%	D-DT-0361	No				
	Supply and install delivery of from Eskom APPROVED SUPPLIERS, transport to site, off load on site and safely store on site the following Passive Base Units, ECU's , complete with rail, galvanised steel mounting brackets for securing to the dwelling, nuts, bolts, washers and lock washers as required. Secure the passive base, ECU and brackets to the dwelling as required including the termination of conductors. Excluding the conductors.						
6.3	ReadyBoard, Split meter 2x16A SKTS D317		No	50			
6.4	Wooden Backboard for Ready board mounting (for Tin and Mud houses)		No	20			
6.5	METER, 20A/60A, SPLIT POWER-RAIL PLC D3145		No	50			
6.6	Cable 1kV 1C 6mmSQ Concentric Cable suitable for split metering		m	2 250			
	Amount carried over to next page						

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Item	Description	Detail Reference	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	Sundry Items						
	Supply and install pole in excavated hole, including cutting and scaffolding, kicking bolts, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
6.7	5m Pole, 80-99mm top diameter	DDT 0058	No	50			
6.8	7m Pole, 120-139mm top diameter	DDT 0050	No	20			
	Determination of pole positions, excavate in all ground conditions as necessary, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).						
6.9	Hole for 5m service pole - 1m deep		No	50			
6.10	Hole for 7m service pole - 1.4m deep		No	20			
6.11	Sealing of meters and locks		No	50			
6.12	House Labels Supply and install house lables in accordance with the specifications including the provision of all fixing materials						
6.13	Morsdorfer lables		No	50			
6.14	House Labels		No	50			
6.15	LV Phasing lables		No	50			
6.16	Submit populated Control Sheet and PCS CorDaptix information to the Project Engineer upon the successful energising of a customer. Payment will only be made upon the successful loading of the Data onto Eskom's CorDaptix software system. Resolve queries raised by Eskom and the Engineer. Including GPS Coordinates		No	50			
	TOTAL : Carried forward to summary						

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BILL NO 8 - DISMANTLING AND BUSH CLEARING						
ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS			BID No: ELM/2/10/2021T			
Item	Description	Detail Reference	Unit	Quantity	Uninstall Rate	Total Price (R)
Conductors						
MV Dismantling						
Allowing for the loosening of conductor and removal of insulators (and X arms if required) on existing X-Arms. All dismantled materials to be returned to Matatiele Eskom CNC Stores						
7.1	MV+ LV Conductor		m			
7.2	Transformers		No			
7.3	Insulators 11 & 22KV		No			
7.4	X-Arms		No			
Structures						
The rate shall allow for removal from the ground, the old structure poles, stay anchors and stays and returning them to Contractor's Site Camp						
7.5	Stays and anchors		No			
7.6	Single Pole Structures		No			
Surge Arresters						
7.7	11-22kV/10KA neutral surge arresters		No			
Bush clearing						
7.8	Provision for bush clearing by the accredited sub-contractor. ODG Technologies project manager will issue written site instruction for bushes to be cleared where there are protected trees.		m			
TOTAL : Carried forward to summary						R -

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FINAL SUMMARY				
ELECTRIFICATION OF EMALAHLENI WARD 15 - 50 CONNECTIONS		BID No: ELM/2/10/2021T		2021/2022
Bill	Description	Unit	Rate	Total Price (R)
1	PRELIMINARY AND GENERAL			
2	TRANSFORMERS, ETC.			
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM			
4	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES			
5	SUPPORT FOR OVERHEAD RETICULATION			
6	HOUSE CONNECTIONS			
7	DISMANTLING			
	<u>TOTAL ON MATERIALS AND LABOUR</u>			
	CONTIGENCIES		10%	
	SUB TOTAL			
	<u>VAT</u>		15%	
	<u>GRAND TOTAL OF TENDER INCLUSIVE OF VAT</u>			

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C2.3: Daywork Schedule

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

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

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

(a) Labour:

Percentage allowance on gross remuneration of workmen actually engaged %

(b) Material:

Percentage allowance on net cost of materials delivered on Site %

(c) Construction Equipment:

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

Date:

Signed on behalf
of the Bidder:

NOTES:

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

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

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EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

C3.1: Scope of work – MV and LV Installation

1. Executive Summary

Emalahleni Local Municipality invites Bidders from suitable qualified and experienced Electrical Contractors preferable registered in database of Eskom and familiar with Eskom Eastern Region requirements for electrification.

The scope of works entails electrification of 50 new customers at Ward 15 in (**COLD STREAM AND GUBA FARM**) s within Emalahleni Local Municipality in Chris Hani District.

The deliverable of the project will entail handover of the final PCS files to Eskom, COC and all other commissioning documents as required by Eskom.

2. Extent of Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, supporting, connection, commissioning and handing over in complete working order and providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and set out in the bills of quantity and as described below:

3. The scope of works

includes the following:

MV infrastructure: Indwe Dorrecht 1, Cala Ncora 1, Cala Phakamisa

- MV route line to be constructed: 6.9 km dual phase fox
- Installation of new 9 new transformers
- All transformers to be built in 1866 structure as per revision 7 on Eskom standards
- All MV structures are to be built in 3 phase structures
- All MV structures to be delta configuration

LV INFRASTRUCTURE:

- LV route line to be constructed: 3.5 km of ABC conductor
- LV route line to be constructed: 22.2 km fox conductor (open wire system)
- 50 x 20A split meter
- All LV poles to be 9m, kicker poles will be 7m and shack pole 5m
- Service cable to be installed is 6mm²

The respective MV lines, transformers, auxiliary equipment, and house services connections, are to be supplied, constructed, commissioned, tested, energized, and handed over to Eskom. The quality of work is to be inspected by the contractor prior Consultants COW and Eskom COW. The quality of the work must be approved by Eskom COW before commissioning.

It should be noted that before the commencement of construction Eskom T&Q must inspect and approve all the Material to be used on site, all material must be according to Eskom Standards.

The following **risks** have been identified at project design stage:

- I. This is a residential built-up area and there are possible public liability risks.
- II. Working in proximity of existing overhead lines.
- III. Weather related risks as temperatures can be extreme, snow area
- IV. Working on uneven terrain presenting risks of falls.
- V. Ergonomic risks from working on elevated positions

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All **materials** for Ward 14 and the surrounding Electrification Project are to be supplied and delivered by the contractor for safe keeping on site.

Transport for collecting of materials is for the Contractors account.

Transport for returning of All the Eskom or Municipalities surplus and dismantled materials are for the Contractors account.

The following material will be supplied to the Contractor as the work conducted is under the jurisdiction of Eskom Operations and Licensed area:

- Meter Seals
- Meter Movement Forms
- Prepayment and Application Books
- Safety form
- Padlocks
- Plant Data Book
- Handover Book
- Ready board safety Stickers

4. **Material**

- The appointed contractor will supply all materials to complete the project.
- All materials are to be in accordance with Engineers specifications and to the approval of EMALAHLENI MUNICIPALITY.
- All materials associated with the completion of the project is as per the attached bill of quantities

5. **Meetings**

It is envisaged that the Contractor will be attending the following meetings at his own cost:

<u>Meeting</u>	<u>Frequency</u>
Site Inspection (Quality Assurance)	twice a month
Site Meetings	once a month
Pre-Energising commissioning	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

6. **Recording of Tests / Compliance / Safety Data**

The contractor will provide the books / manuals for recording the above data.

Programme

A detailed construction and resource schedule to be provided by contractor as indicated in the annexure. This becomes part of the contract. Failure to provide this may result in disqualification.

Documents, Liaison and Reporting

(a) **Employer's Agent** duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

The Project Manager
ATTENTION: Mr TC Madikane
TEL : (031) 563 7300
FAX : 082 576 7361
E-Mail : tc@igoda.co.za

(b) *Original* invoices to be sent to:

ATTENTION: Mr TC Madikane
TEL : (031) 563 7300
FAX : 082 576 7361

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(c) Reporting Requirements:

A weekly progress report containing:

- executive summary (typical one to two paragraphs)
- performances to date
- problems experienced
- priorities for the next week
- corrective actions necessary and needed
- overall performance of Contractor
- etc.

has to be sent to the above-mentioned *Employer's Agent, no later than 12h00, every Thursday.*

The following feedback is also required by the above-mentioned responsible person:

Physical progress on all aspects of the project every Thursday before 12h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

(d) Payments:

The assessment for work done on site will be on the 25th day of each month

1. DESCRIPTION OF WORKS

The project includes the following aspects:

- ◆ Electrification of 50 new households with ward 15 of Emalahleni Municipality. Construction to conform to Eskom Eastern Cape Operating Unit ECOU.

2. WORK TO BE PERFORMED BY THE CONTRACTOR FOR THE WORKS

SCOPE

2.1 General Principles

In an effort to meet future demands that will be placed on this region in terms of electrification, new techniques and technology will have to be applied in order to electrify increasing numbers of customers at lower costs.

2.2 Outline of Work required

- a) Community liaison
- b) Installation
- c) Commissioning
- d) Hand over

2.3 Statutory Requirements & Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

- a) The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulation of 2003
- b) The principles of the Distribution Standards (Eskom)
- c) The requirements of the relevant Eskom standards in force at the time of Bid i.e. Distribution Standards
- d) The Construction Regulations under Government Gazette No. 25207 of 18 July 2003.

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the Bid.

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All Bidders' must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of Bid or provide relevant documentation indicating accreditation.

Health & Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No construction work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

2.4 Material

All materials sourced are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSN008** listed under section 3, Specifications), and shall be new and of the best quality. Any deviation or variance from the above to be approved by the Technology & Quality Department prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom **Technology & Quality Department** for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Bided material and Technique" schedule shall be completed as part of the Bid.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1 "Specification for Phase Conductor for Distribution Lines" February 2001.

Marked Conductor

- Only marked conductor may be used on Eskom projects.
- Marked conductor may only be obtained from the approved manufacturers.
- Bidders must base their Bids on conductor prices as obtained from the approved manufacturers.
- The Bidders provide for waste and off-cuts in their Bids.
- The successful Bidders (Contractor) must procure marked conductor from an approved manufacturer.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom projects. Arrangements will be made to provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- The contractor arranges for returning unused marked conductor to the supplier, should there be any.
- The contractor returns all waste and off-cuts to Eskom.
- An accredited Distributor may only be included in the supply chain if Eskom have received confirmation from the Eskom-approved Manufacturer of the following:
 - The Distributor is an approved/ accredited Distributor of the Manufacturer.
 - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
 - Marked conductor will be delivered directly to the contractor/ site.
 - No marked conductor may be at the premises of the Distributor.
 - The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

Refurbished Material

Only new material will be Bided on in the main offer. Refurbished/ second hand material may only be Bided as an alternative.

Upfront Payment

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Bidders may submit an alternative Bid indicating the savings in cost if the contractor was to be paid for the upfront purchase and delivery of material.

2.5 Earthing

The *Contractor* will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the Bid. (as per Earthing Standards part 2)

2.6 Clearances and shared structures

As per the Distribution Standard.

2.7 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

2.8 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the *Project Manager*.

2.9 Connections

The following principles apply to connections

- a) Where only a meter change occurs,

The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies

- b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor (**see bill no. 6**)

Note

:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint (see bill no. six (6) in the Bill of Quantity.)

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into CC & B has been submitted to the Consultant and successfully loaded onto the Eskom system i.e. control sheets, meter cards, Uploaded PCS files etc.

2.10 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the *Project Manager's* approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the Bided commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point (to be agreed with the *Project Manager*). The cost of the sample system in its entirety will be for the Bidders' account.
- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project

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Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.

- The stubby line and sample board shall remain available and intact for the full duration of the project.

2.11 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of Eskom from the *Authorities* concerned and such approvals must be forwarded to the Eskom Area Survey Office. All approvals to be done via Eskom Survey Office to cater for annual consideration/ records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Eskom *Project Manager*.

2.12 Specification for “AS-BUILT” PLANS (Rev. 4 1999-10-25)

i. Main Objective

The main objective behind the requirement for the provision by the *Contractor* of “as-built” information is to provide the computerised mapping service for the Marketing, Planning, Survey Records, Construction and Maintenance of Urban/Rural reticulation projects. The *Contractor* is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to Eskom survey for the creation of the as-built drawings.

2.13 Community Involvement

i. Generally

Contractor must involve the community, be it for prioritising, identifying projects, advice or information

Contractor must organise all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the *Contractor*

In any activity whatsoever the community by way of its structures (representatives, local and district electrification committees) should be notified and involved.

ii. Implementation of policy

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (*Contractors*)
- Transfer of administrative, managerial and commercial skills

iii. Expanded Public Works Program

Description of the works

Employer’s Objectives

The employer’s objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

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The degree to which *Contractors* are able to embrace these principles must be indicated in the Bids submitted (see Bid Forms). This aspect of the *Works* is material and will be evaluated in consideration of the Bids.

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated are to be constructed using labour-intensive methods only.

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

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods.

Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work.

Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Table 1: Base indicators to be collected on all EPWP projects

BI Number	Project level Indicator to be used in monitoring systems	Comments
1	Number of people (“Different warm bodies”) employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP.
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created.
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP projects	The percentages of women, youth and disabled to be reported on.

Table 2: KPI’s to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	Number of training days provided	Total sum from all projects	Measure total amount of training provided

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4	Overall spending on EPWP projects	Total sum from all projects	Measure total government spending on the EPWP
5	Demographics of workers on EPWP projects	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	Average length of employment created	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	Total income paid out to previously unemployed workers	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	Average income of EPWP worker	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	Average duration of training provided	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programmer
9	Percentage of spending paid out to EPWP workers	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects (**See above**)

2.13 Reporting to the Client

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

2.14 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Bidding phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Bid Submission.

All holes to be blasted will have to be verified by the Consultant Clerk of works prior to blasting.

3. ITEMS FOR THE WORKS SUPPLIED BY THE EMPLOYER

Free Issue Material:

NONE – All materials supplied by the contractor

4. PROGRAMME, PLANNING & REPORTING

The *Contractor* shall submit a programme in the form of an activity schedule, which itemises the *Works* and indicates both the Rand value and the duration/completion of each activity.

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Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)
- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor (s) has to be sent to the Employer's Agent

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Thursday before 12H00

The format and definitions will be discussed with the Contractor and by the Employer's Agent.

5. CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

5.1 COMPLIANCE WITH EMPLOYMENT EQUITY ACT No. 55 OF 1998

CONTRACTORS EMPLOYING MORE THAN FIFTY (50) EMPLOYEES ARE REQUIRED TO SUBMIT A CERTIFICATE OF COMPLIANCE WITH THE EMPLOYMENT EQUITY ACT No.55 OF 1998.

THIS CERTIFICATE OF COMPLIANCE IS A MANDATORY BID RETURNABLE AND FAILURE TO DO SO WOULD LEAD TO DISQUALIFICATION OF THE OFFER/BID.

5.2 BBBEE STATUS EVALUATION

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table on page 105 of this document.

5.3 SMME/BWO STATUS

CONTRACTORS ARE REQUESTED TO CONFIRM THAT THEY COMPLY WITH THE OWNERSHIP AND CONTROL REQUIREMENTS AND THAT NOTHING MATERIAL HAS HAPPENED THAT WOULD AFFECT THEIR STATUS. CONFIRMATION OF THE ABOVE AND CURRENT OWNERSHIP IS A BID RETURNABLE.

6. COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by Eskom and when all connections are energised.

THE CONTRACTOR MUST SUBMIT MARKED-UP DRAWINGS TO THE CONSULTANT, WHO WILL SUBMIT THE AS-BUILT DRAWINGS TO ESKOM FOR APPROVAL.

THE CONTRACTOR TO LIAISE WITH THE EMPLOYER'S AGENT WITH REGARDS TO APPROVAL OF AS-BUILT.

7. QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfil this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

8. SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by Eskom.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

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**Further to the above clauses the following must be strictly adhered to on inception
And award of contract:**

- CRIMPING TOOL CALIBRATION TEST CERTIFICATE
- DYNAMOMETER TEST CERTIFICATE
- LIST OF TEAM LEADERS AND THEIR TRAINING RECORDS WHICH SHOULD INCLUDE, PROOF THAT THEY HAVE BEEN TRAINED AND ARE IN ACKNOWLEDGMENT OF THE FOLLOWS SKILLS/METHODS OF CONSTRUCTION AND OR OTHER FACTORS INVOLVED IN BUILDING OF POWER LINES:

SAGGING
CRIMPING
BUILDING POWER LINES
FIRST AID
EMERGENCY PREPAREDNESS

- HV REG'S CERTIFICATES FOR THOSE WHO WILL TAKE PERMIT DURING OUTAGES
- MINUTES OF SAFETY MEETINGS THAT WERE CARRIED OUT DURING THE PROJECT
- ACCESS TO SITE DOCUMENTATION
- ACCREDITATION RECORDS OF PERSONNEL ON SITE FROM MERSEY
- SAGGING CHART USED FOR STRINGING
- A FULL LIST OF EMPLOYEES WORKING IN THE PROJECT AS WELL AS THEIR DUTIES (THIS MUST INCLUDE ALL "CASUAL" AND LOCAL LABOUR AS WELL)
- A LIST OF PERSONNEL IN CHARGE OF FIRST AID, INCLUDING TRAINING RECORDS, AS WELL AS THEIR APPOINTMENT IN TERMS OF THE STATUTORY AND OSH ACT.
- THE CONTRACTOR IS TO PROVIDE SAFETY CLOTHING TO ALL LABOUR EMPLOYED INCLUDING CASUAL AS WELL AS LOCAL LABOUR.

9. ENVIROMENTAL MANAGEMENT

Environmental Management to be in accordance with the following Eskom policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and co-ordinated through Eskom's Eastern Region Environmental Department (New Germany).

10. SITE SERVICES & PROCEDURES

The Contractor is to provide everything necessary for the proper and timeous completion of the project.

- a. The *Contractor* provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the *Contractor* shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b. The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c. The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d. The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- e. The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)
- f. The Contractor is to provide all necessary water and sewage connections
- g. The Contractor provides facilities and resources for first aid, fire fighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.

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h. The standard documents listed below form part of the contract:

Ref.	Re	Title
NWS 1058	4	Safety at Construction sites : Requirements to be met by <i>Contractors</i>
NWS 1494	3	Fire Prevention and Protection of <i>Contractor's</i> Premises on New <i>Works</i> Sites
NWS 1007/T		The Management of construction, commissioning and handing over of Transmission Projects
HV REGS ESKASAA4	0	HV Regulations for HV Systems Occupational Health and safety requirements to be met by <i>Contractor</i> and <i>Sub-Contractors</i>

- i. Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- j. Salvaged equipment from the dismantling process is to be removed from site and returned to the New Germany Store in consultation with the Employer's Representative.
- k. The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- l. The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- m. The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which should be restored to it's original, or better environmental state.
- n. In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Eskom name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- o. The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.
- p. Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.

Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

The following minimum information shall be required on the notice:

Notices shall be provided in both English and the local language on alternate points:

11. RESTRICTION APPLICABLE TO THE CONTRACTOR

11.1 Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies.

11.2 Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

a) Wireman's Licence

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- b) Electricity Contractors Board Registration
- c) Operation Regulation for High Voltage Systems

11.3 Eskom Contractor Training & Accreditation

The contractor must ensure that they have complete MV/LV Lines and Cables (EDCO module 19424) training and accreditation for the set number of employees. This figure is currently 5 and will increase progressively.

Contractors who have not received the above Eskom Training Accreditation are requested to contact the following person to make arrangement for the Eskom Training Accreditation:

Desiree Wittstock
Technology & Quality

Telephone: 031 710 5143
Fax : 031 710 5231

12. TITLE TO SITE MATERIALS

All energised infrastructure will be handed over to Eskom.

13 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

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SCOPE

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Key Personnel' means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Service Provider or sub-contractor who possess special skills and/or who play key roles in the Service Provider's or sub-contractor's operation.

'Labourer' means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Service Provider and sub-contractors to perform prescribed work on this Contract. 'Labour' means labourers or workers.

'Labour Register' means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Service Provider and the Local Community subsequent to the awarding of the Contract.

'Local Labourer' means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Service Provider and sub-contractor to perform prescribed tasks that form part of the Works.

'Targeted Labour' means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

'Worker' for the purposes of this specification means any person, not being one of the Service Provider's key personnel, nor any key personnel of any sub-contractor, who is engaged by the Service Provider, a sub-contractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Service Provider and all sub-contractor.

ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited /selected from the local communities.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and

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workers of the local community required by the Service Provider shall be recruited/ chosen from a Labour Register and appointed for work to enable the Service Provider to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

E1.3.1 Employment of Local Labourers

Upon the award of the Contract the Service Provider shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Service Provider and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Service Provider shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

E1.3.2 Selection of Local Labourers

The Service Provider shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Service Provider shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Service Provider on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
 - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
 - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills;
- (c) Preference shall be given to the long-term and single heads of households;
- (d) The Service Provider shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected;
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty five years and women.

After making his selection, the Service Provider shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Service Provider's selection. The Service Provider shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Service Provider, the Service Provider shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

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The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

CONTRACTUAL REQUIREMENTS

E1.4.1 Legislation

The onus shall be on the Service Provider to ensure that all statutory requirements applicable to the employment of Labour are observed.

E1.4.2 Labour content

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-Service Providers.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

E1.4.3 Targeted labour

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour will apply to this contract. Should there however be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Service Provider shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be **2%** of the award value.

E1.4.4 Records and reporting

The Service Provider shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which pro formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Service Provider's monthly claim presented to the Engineer for payment of certified completed work. The Employer reserves the right to delay payments due to the Service Provider should the Service Provider fail to provide any item of required documentation to the approval of the Engineer.

The Service Providers Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

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The Service Provider shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

E1.4.5 SANCTIONS

In the event that the Service Provider fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Service Provider's control which may be acceptable to the Employer, the Service Provider shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V_A = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L_M = Local Labour Goal stated in the Project Document

L_A = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

PROJECT STEERING COMMITTEE

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Service Provider will have one senior member of his staff as representative on the PSC without any voting powers.

The Service Provider will report all progress, deviations from the Contract, deviations from the programme, labour related matters, and financial progress to the PSC.

The PSC will act as liaison channel between the Service Provider and the community. The PSC will assist the Service Provider in identifying and recruiting local labour for the project.

The Service Provider shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Service Provider, by the Service Provider in the Schedule of Quantities.

COMMUNITY LIAISON OFFICER

Appointment

The Service Provider shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Service Provider. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Service Provider's management personnel and the Service Provider's normal employment conditions shall be applicable to the appointment. The Service Provider shall disclose his normal employment conditions to the Engineer when called upon to do so.

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E1.6.2 Duties of the Community Liaison Officer

The Community Liaison Officer shall:

- (a) be available on Site daily between the hours agreed on by the Service Provider, the Employer and the Engineer from time to time;
- (b) assist the Service Provider in the identification of suitable trainees and shall attend one of each of the training sessions;
- (c) communicate with the Service Provider and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures;
- (e) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (g) assist in the identification, and screening of Labourers from the Local Community in accordance with the Service Provider's requirements;
- (h) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (j) keep a daily written record of his interviews and community liaison activities;
- (k) carry out specific tasks ordered by the Engineer;
- (l) perform such other duties as required and agreed upon between all parties concerned.

E1.6.3 Remuneration

The remuneration of the Community Liaison Officer shall be determined jointly by the Service Provider, Engineer and the Employer. A Provisional Sum is to be provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer. The current local rate for payment of a CLO at EMALAHLENI MUNICIPALITY is **R5000 per month**.

The Community liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Service Provider.

16. TRAINING REQUIREMENTS

Where training is specified in the Contract, the Service Provider shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, sub-contractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Service Provider shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Service Provider shall submit with his Bid full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

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The cost of the Training in accordance with the Service Provider's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Service Provider's Training schedule shall be subject to the approval of the Engineer, and the Service Provider shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Service Provider's programme of work.

E1.7.1 Training of Local Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Service Provider, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Service Provider in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Service Provider in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Service Provider, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Service Provider shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

E1.7.2 Training for Emerging Service Providers (SMME's)

The Service Provider shall closely monitor the performance of the principals of Emerging Service Providers (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Service Provider shall make recommendations in this regard. The final list of candidates will be decided on between the Service Provider and the Engineer.

Where required, Emerging Service Providers engaged by the Service Provider shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Service Provider shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Service Provider, which he intends to implement at his own cost.

If so indicated, the Service Provider shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the Service Provider's programme of work.

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E1.7.3 Labourers remunerated during training

All Local Labourers employed by the Service Provider shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Service Provider as provided for in the Bill / Schedule of Quantities.

E1.7.4 Non-compliance

If at any stage the Engineer notifies the Employee in writing that the Service Provider is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Service Providers, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Service Provider’s expense and the amounts paid to such firms or persons will be deducted from the Service Provider’s payment.

The Service Provider shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

17. FORMAL TRAINING

E1.8.1 General

The formal skills training programme to be implemented by the Service Provider shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Service Provider shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Service Provider shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

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The Service Provider shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

E1.8.2 Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Service Provider shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and sub-contractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

E1.8.3 Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

E1.8.4 Training records and certificates

The Service Provider shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Service Provider and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

E1.8.5 Labour / Training Agent

If specified in the Contract, the Service Provider shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Service Provider, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

E1.8.6 Training centre

If so specified in the Contract a suitable on-site Training centre shall be provided by the Service Provider to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

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E2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)

E2.1 SCOPE

In order to reduce unemployment the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded wither fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

E2.2 DEFINITIONS

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

'Labour-intensive' means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for an identified portion or section of the Works.

'Sub-Contractor' means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Service Provider, to whom specific portions or aspects of the works are sublet or subcontracted by the Service Provider in accordance with the provisions of the contract.

'Workforce' means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Service Provider and all sub-contractors.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

E2.3 LABOUR-INTENSIVE COMPETENCIES OF SERVICE PROVIDER'S STAFF

E2.3.1 Eligibility requirements

A contract will only be entered into with a Bidder who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

The Bidder shall, when requested by the Employer to do so, submit with his Bid 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.

E2.3.2 Labour-intensive competencies of supervisory and management staff

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Established Service Providers shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging Service Providers shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging Service Providers must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the Service Provider's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

E2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

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E2.4.1 Introduction

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- (b) Additional Definitions:
The following additional definitions shall, unless the context dictates otherwise, apply:
 - (i) **“department”** means any department of the State, implementing agent or Service Provider;
 - (ii) **“employer”** means any department, implementing agency or Service Provider that hires workers to work in elementary occupations on a EPWP;
 - (iii) **“worker”** means any person working in an elementary occupation on a EPWP;
 - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work;
 - (v) **“management”** means any person employed by a department or implementing agency to administer or execute an EPWP;
 - (vi) **“task”** means a fixed quantity of work;
 - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task;
 - (viii) **“task-rated worker”** means a worker paid on the basis of the number of tasks completed;
 - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

E2.4.2 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

E2.4.3 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - (i) More than forty hours in any week;
 - (ii) On more than five days in any week; and
 - (iii) For more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

E2.4.4 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

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- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

E2.4.5 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

E2.4.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

E2.4.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work, which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

E2.4.8 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
 - (i) The worker’s daily task rate, if the worker works for less than four hours;
 - (ii) Double the worker’s daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:
 - (i) The worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) Double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

E2.4.9 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days’ sick leave in a year.
- (d) Accumulated sick leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

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- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - (i) Absent from work for more than two consecutive days; or
 - (ii) Absent from work on more than two occasions in any eight-week period.

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- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

E2.4.10 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave:
 - (i) Four weeks before the expected date of birth; or
 - (ii) On an earlier date:
 - If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - If agreed to between employer and worker; or
 - (iii) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

E2.4.11 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of:

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- (i) The employee's spouse or life partner;
- (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

E2.4.12 Statement of Conditions

- (a) An employer must give a worker a statement containing the following details at the start of employment:
 - (i) The employer's name and address and the name of the EPWP;
 - (ii) The tasks or job that the worker is to perform; and
 - (iii) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) The worker's rate of pay and how this is to be calculated;
 - (v) The training that the worker will receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of these conditions of employment.

E2.4.13 Keeping Records

- (a) Every employer must keep a written record of at least the following:
 - (i) The worker's name and position;
 - (ii) In the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) In the case of a time-rated worker, the time worked by the worker;
 - (iv) Payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

E2.4.14 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Service Provider having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
 - (i) At the workplace or at a place agreed to by the worker;
 - (ii) During the worker's working hours or within fifteen minutes of the start or finish of work;
 - (iii) In a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
 - (i) The period for which payment is made;

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- (ii) The numbers of tasks completed or hours worked;
 - (iii) The worker's earnings;
 - (iv) Any money deducted from the payment;
 - (v) The actual amount paid to the worker.
- (h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (i) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

E2.4.15 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to:
- (i) Repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) State that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) Pay the employer or any other person for having been employed.

E2.4.16 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
- (i) Work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) Obey any health and safety instruction;
 - (iii) Obey all health and safety rules of the SPWP;
 - (iv) Use any personal protective equipment or clothing issued by the employer;
 - (v) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

E2.4.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a Service Provider) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.

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- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

E2.4.18 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

E2.4.19 Certificate of Service

- (a) On termination of employment, a worker is entitled to a certificate stating:
 - (i) The worker's full name;
 - (ii) The name and address of the employer;
 - (iii) The EPWP on which the worker worked;
 - (iv) The work performed by the worker;
 - (v) Any training received by the worker as part of the EPWP;
 - (vi) The period for which the worker worked on the EPWP; and
 - (vii) Any other information agreed on by the employer and worker.

E2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

Notwithstanding the provisions of the above mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Service Provider shall comply with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act 66 of 1995
- (c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

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For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

Delete Sub Sub-clause E2.4.3 and replace with the following:

“Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week.”

Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:

“Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours.”

Delete Sub-sub-clause E2.4.14 and replace with the following:

“Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly.”

E2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

E2.6.1 Requirements for the sourcing and engagement of labour.

- (a) Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) The minimum daily wage rate payable shall be aligned with the current National minimum wage payable at time of Bid as legislated and gazetted by government.
- (c) Tasks established by the Service Provider must be such that:
 - (i) The average worker completes 5 tasks per week in 40 hours or less; and
 - (ii) The weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The Service Provider must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of sub-sub-clause E2.6.1 (c) above.
- (e) The Service Provider shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (i) Where the head of the household has less than a primary school education;
 - (ii) That have less than one full time person earning an income;
 - (iii) Where subsistence agriculture is the source of income; and
 - (iv) Those that are not in receipt of any social security pension income

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- (f) The Service Provider shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- (i) 40% women;
 - (ii) 20% youth who are between the ages of 18 and 35; and
 - (iii) 2% persons with disabilities.

E2.6.2 Specific provisions pertaining to SANS 1914-5

(a) Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

(b) Contract participation goals

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(c) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(d) Variations to SANS 1914-5

- (i) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the Service Provider.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

E2.6.3 Training of targeted labour

- (a) The Service Provider shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The Service Provider must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.

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- (c) The Service Provider shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the Service Provider to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
- (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Service Provider to the Employer prior to submission of the final payment certificate.

E2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION

E2.7.1 Applicable Standardized Specification

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website www.stansa.co.za) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

E2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand

Clause 4.2: Trench excavation

Add the following to sub-clause 4.2.1:

"The trenches which are to be excavated by hand are up to 1,5m deep."

Clause 4.4: Excavations other than in trenches

Replace sub-sub-clause 4.4.1 with the following:

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

Clause 4.7: Loading

Delete and replace with the following:

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

Clause 4.8: Haul

Add the following:

"This clause shall not apply to this contract."

Clause 4.10: Spreading

Add the following:

"This clause shall apply to this contract only provided the material can be economically spread by hand."

Add the following new clauses 4.13 and 4.14:

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“4.13 : Labour-intensive Work

The items/activities that shall be done by hand are listed/ provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The Service Provider may identify further activities to increase the labour component of the contract.

4.14: Manufactured Elements

Elements manufactured or designed by the Service Provider, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Service Provider may also propose to the Engineer additional labour based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour based methods due to unforeseen and abnormal circumstances.

The Service Provider shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Service Provider Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations the Service Provider shall discuss his intentions with the Engineer, and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.”

E2.8 MEASUREMENT AND PAYMENT

Prescribed Labour-intensive work

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the Payment Refers Column for that item as in the example below. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Example

Item Ref	Payment Refers	Description	Unit
2.1	SANS 1200 C	SITE CLEARANCE	
2.1.1	PSC 5.1 LI	Clear and grub road reserve width 8-13m	ha
2.1.2	SANS 1200 C 8.2.8 LI	Demolish and remove all type of existing shacks on road reserve, irrespective of size on the Engineers instruction	No

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EMALAHLENI MUNICIPALITY

CONTRACT NO. ELM/2/10/2021T

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

C4: Site information

Project is located within Emalahleni Municipality

Location of the Works

Areas	Ward No.	Nearest Installation Point	Co-ordinate	
Guba Farm	15	KMLH008	31°32'03.42000"S	27°21'15.62399"E

Climate and Topography of the Works

Climate	Hot with thunderstorms in summer, cold and dry in winter
Ambient temperature	From 0 ⁰ to 50 ⁰ C
Maximum relative humidity	98%
Rainfall	Average to high / Snow can be experienced in the area
Vegetation	Sparse bushes with trees
Agriculture	maze/ subsistence farming
Topography	Undulating
Soil type	Partially Hard Rock

The Service Provider shall familiarize himself with the following before commencement of the project:

- All reports, drawings and information forwarded by the Employer.
- **Physical conditions within the site and surroundings.**
- Publicly available information about the site and surroundings.
- Information about piped and other services below the surface of the site.
- Buildings and structures that are within and adjacent to the site.
- Atmospheric and environmental data.
- Rainfall season and access restriction as a result of wet conditions.

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<p>Methodology and understanding of the project</p> <p>(1) Project objectives.</p> <p>(2) Scope of work and deliverables.</p> <p>(3) Shows detailed explanation of how supervision of the works will be carried out.</p> <p>(4) Indicating tools and resources to be used for the entire project life cycle.</p> <p>(5) Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project plan.</p>	<p>10</p>			
<p>TOTAL SCORED</p>	<p>100</p>			

NAME

SIGNATURE

DATE

Part C5: Preference Points Claim Form

C5.2 Preference Points

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: The Municipal Manager
EMALAHLENI MUNICIPALITY
Private Bag X1161
LADY FRERE
5410

3. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the EMALAHLENI MUNICIPALITY on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the EMALAHLENI MUNICIPALITY during the validity period of 120 days indicated and calculated from the closing time of bid;
 - 4.3 2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 4.4 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
 - 4.5 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - 4.6 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

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- 4.7 2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us; that this contract or part thereof shall not be ceded;
- 4.8 2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

5. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
6. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.
7. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

2.1. Are you duly authorised to sign the bid? *

2.2. Has the Declaration of Interest been duly completed and included with the other bid forms?
*

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

NAME

SIGNATURE

DATE

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

- 2.2.1.1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
- 2.2.1.2. Bids should be submitted on the official forms and should not be qualified by the bidders' own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders' own conditions of bid, when called upon to do so, may invalidate the bid.
- 2.2.2.** If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

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EMALAHLENI MUNICIPALITY

ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM)

CONTRACT NO. ELM/2/10/2021T

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 2.2.3. 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.
- 2.2.4. 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 valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.4. 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.
- 2.5. 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.

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**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
2	Required by:	
-	At:	
3	Brand and Model	
4	Country of Origin	
-	Does the offer comply with the specification(s)?		*YES/NO
5	If not to specification, indicate deviation(s)	
6	Period required for delivery	*Delivery: Firm/Not firm
7	Delivery basis	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

NAME

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DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
- a) 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

(c) If so, furnish particulars.

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

- (a) a member of –
 - (b) any municipal council;
 - (c) any provincial legislature; or
 - (d) the national Assembly or the national Council of provinces;
- (e) a member of the board of directors of any municipal entity;
- (f) an official of any municipality or municipal entity;
- (g) 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);
- (h) a member of the accounting authority of any national or provincial public entity; or
- (i) an employee of Parliament or a provincial legislature.

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.....
.....

(g) 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

.....
.....

10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

• Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

NAME

SIGNATURE

DATE

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME

SIGNATURE

DATE

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

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

1.1 If yes, furnish particulars

.....
.....

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

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

.....
.....

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

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

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

(g) If yes, provide particulars.

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PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

2 GENERAL CONDITIONS

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

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

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

2.5 Preference points for this bid shall be awarded for:

- (h) Price; and
- (i) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 PRICE 80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 20

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in 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 Regulatory 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 purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (vi) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 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; and
- 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.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

3 Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 2.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 2.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :.....

NAME

SIGNATURE

DATE

9.3 Company registration number

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

3.restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

NAME

SIGNATURE

DATE

E3. forward the matter for criminal prosecution

WITNESSES:

3.1

..... SIGNATURE(S) OF BIDDER(S)

(b)

DATE:.....

ADDRESS:.....

.....

NAME

SIGNATURE

DATE

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

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

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

Where

- x imported content
- y bid price excluding value added tax (VAT)

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

NAME

SIGNATURE

DATE

1.7 A bid will be disqualified if:

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

2. Definitions

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

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

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

NAME

SIGNATURE

DATE

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

NAME

SIGNATURE

DATE

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

NAME

SIGNATURE

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

DATE:

NAME

SIGNATURE

DATE

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
 accept your bid under reference numberdated.....for the rendering of services
 indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,
 within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

NAME

SIGNATURE

DATE

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 2. been convicted for fraud or corruption during the past five years;
 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 4. been listed in the Register for Bid 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>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</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	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>5. The Register for Bid Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> <p>6.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

NAME

SIGNATURE

DATE

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	7. Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME

SIGNATURE

DATE

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.

- 3 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.

- 4 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.

NAME

SIGNATURE

DATE

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)

- 8. I have read and I understand the contents of this Certificate;
- 9. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 10. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 11. 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;
- 12. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation,

NAME

SIGNATURE

DATE

PARTICULARS OF BIDDER

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

Name of Bidder: _____

Postal Address _____

Street Address _____

Telephone Number Code _____ Number _____

Cellphone Number _____

Facsimile Number Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax
Reference Number: _____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the

NAME

SIGNATURE

DATE

Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

C5.3 SPECIAL CONDITIONS OF BID

1. SOURCE OF FUNDING

Funding has been secured from the Department of Energy (DOE).

2. SCOPE OF CONTRACT

This contract comprises of the ELECTRIFICATION OF 50 HOUSEHOLDS IN WARD 15 (COLD STREAM AND GUBA FARM).

(c) PRICE AND ESCALATION

The prices quoted shall be fixed for the duration of the contract.

(d) DURATION OF CONTRACT

The duration of this contract is for a period of Eighteen (18) months from the date of acceptance of the appointment letter.

(e) PAYMENTS

All payments will be made to the service provider within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 10th of each month.

(f) SERVICE LEVEL AGREEMENT

- 6.1 A service level agreement will be entered into with the successful Bidder.
- 6.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful Bidder."
- 6.3 Service level agreement entered into with the successful Bidder will capture the time frames or performance applying to this contract.
- 6.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
 - i) cancel its acceptance of the Bid, or
 - i) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

(g) PENALTIES

NAME

SIGNATURE

DATE

In the event of non-compliance with the agreed time frames, Penalty fees in the amount of R2,000.00 (Two Thousand Rands only) (excl. VAT) per day will be deducted in lieu of each day the successful Bidder fails to render its service in respect of the Bid. Penalties will be applied for failure to comply with the conditions attached to this Bid. These penalties are more fully described in the Service Level Agreement.

(h) BID VALIDITY

This Bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which is to be lodged and it may be accepted at any time during that period.

(i) BID COMPLIANCE

The Bid must comply with the following:

- Bid must be on the official schedule of quantities
- VAT must be indicated separately.
- This Bid or part thereof may not be ceded.

(j) PERFORMANCE SECURITY

- A fixed amount of 10% in respect of Performance Security is applicable in respect of each Bid and must apply for the duration of the contract.
- The Performance Security shall be secured within fourteen (14) calendar days of award of the Bid and shall apply from the date of award of the Bid.
- The Performance Security submitted has to be approved by the EMALAHLENI MUNICIPALITY.

(k) PROGRAMME

It is compulsory to submit a program of confirmed activities to be undertaken within fourteen (14) days after the confirmation of the order, and fortnightly progress report.

(l) RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the Bid

(m) OTHER MATTERS

- Bidders must also submit three year audited financial statements of the company.
- Bidders must certify that he/she have no outstanding debts due to the Municipality where the Bidder originates and any other Municipality or any service provider.

(n) LOCAL LABOUR AND SMME POLICY

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

Bidders awarded contracts of an amount greater than or equal to R1,000,000.00 must sub-contract at least 30% of the contract to local contractors, where sub-contracting is necessary to execute the contract.

NAME

SIGNATURE

DATE

Bidders awarded a contract of an amount greater than or equal to R1, 000,000.00 must include **50%** local labor in their staff component.

(o) SITE MEETINGS

Once construction has commenced, **compulsory** progress meetings are to be held on site between the consultant, contractor and team, once every 2 weeks (14 days).

(p) EPWP COMPLIANCE

The awarded Bidder is to ensure compliance of the EPWP Checklist in order to meet all requirements of EPWP within fourteen (14) days after the introductory meeting of the Community.

NAME

SIGNATURE

DATE

BID CHECK LIST

NO	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1	Initial/ Sign of all pages		
2	Closing/ Bid Submission at		
3	Returnable documents completed		
4	Form of bid completed		
5	Valid Tax Clearance Certificate attached		
6	Original valid B-BBEE Status Level Verification Certificates or certified copies		
7	Pricing Schedule completed		
8	Preferential Points Claimed		
9	Pre-Qualifications completed		
10	All witnesses signed where it required		
11	Bid Declaration with regard to Equity completed		
12	Particulars of Bidders Completed		
13	Bid Declaration of interest Completed		
14	Contract Form MBD Form 7.2 completed		
15	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
16	Certificate of Independent Bid Determination MBD Form 9 completed		
17	Pricing Schedule		
18	Audited 3 year Financial statement attached		
19	Municipal Rates attached		

NAME

SIGNATURE

DATE

EPWP PROJECT FILE CHECKLIST CONTRACTORS

Project Name: _____

Project Profiled ID: _____

Region/Location: _____

No	Item	Submitted (Y/N)	Comments
1.	Beneficiary/Worker/Participant capture form.		
2.	Payment upload.		
3.	Training capture form (if there is Training provided)		
4.	Attendance register for workers on – site.		
5.	Employment Contracts (Applies to new work opportunities created).		
6.	Certified copies of IDs (submitted once if new employee has been appointed).		
7.	ID Photos (submitted once if new employee has been appointed)		
8.	Proof of UIF and COIDA registration (submitted once if new employee has been appointed)		
9.	Proof of Payment by Contractor.		
10.	Payroll Register.		
11.	Business Plan (submitted once at an initial stage of a project).		
12.	Acknowledgement of receipt of payment (Applies where there is no payslip or proof of payment).		

Checked by: _____

Signature: _____

Date: _____

NAME

SIGNATURE

DATE