



**TRIENNIAL TENDER FOR THE APPOINTMENT OF
A PANEL OF ELECTRICAL CONTRACTORS FOR
ELECTRIFICATION PROJECTS WITHIN CITY OF
MBOMBELA AREA OF SUPPLY FOR A PERIOD OF
THREE (3) YEARS**

TENDER NUMBER: COM93/2023B

| | |
|------------------|--|
| TENDERER: | |
|------------------|--|

CLOSING DATE: 30 MAY 2024 AT 11:00AM

CSD REG NUMBER: MAAA.....

| CLIENT | ENGINEER |
|---|-----------------|
| City of Mbombela PO Box 45 Mbombela 1200 TEL: 013-759 2358 FAX: 013-753 4444 | |

(i)

TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

TENDER NUMBER: COM93/2023B

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.
3. Scope of Works (Remuneration Rates for unskilled labor and CLO)

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents requested and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the South African Federation of Civil Engineering Contractors (SAFCEC), the South African Institution of Civil Engineering (SAICE) and the South African Bureau of Standards (SABS), as applicable:

1. CIDB *CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.*
2. SANS 10845-1 *Processes, methods and procedures.*
3. SANS 10845-2 *Formatting and compilation of procurement documentation.*
4. SANS 10845-3 *Standard conditions of tender.*
5. GCC *General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.*
7. This Document, as presented.

(iii)

BID NO. COM93/2023B TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

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PART T1 TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for the TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

| Tender No | Description | CIDB Grading | Compulsory briefing session | Closing Date |
|-------------|---|---------------|-----------------------------|----------------------|
| COM93/2023B | TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS | 6EP OR HIGHER | NONE | 30 MAY 2024 at 11H00 |

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 26 APRIL 2024 on the municipal website: www.mbombela.gov.za on the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES STATEMENT FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH UP-TO-DATE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE FOR BOTH THE BUSINESS AND ACTIVE BUSINESS DIRECTORS INCLUDING JV/CONSORTIUM PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "**BID NO.: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS, CLOSING DATE: 30 MAY 2024**" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00AM on the closing date

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 90 points will be allocated in respect of price and 10 points in respect of specific goals.

Procurement Enquiries : Christopher Nkambule (013) 759 2358
 Technical Enquires : Jan Mabaso (013) 759 9183
 Employer : City Manager, Mr. Wiseman Khumalo
 City of Mbombela
 P. O. Box 45; 1200

VISIT OUR WEBSITE – www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.

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T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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

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

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

| Clause Number | Data |
|---------------|--|
| | <p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p> |
| 3.1 | <p>The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200</p> |
| | <p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p> |

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| <p>3.2</p> | <p>Part C3 Scope of Works C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue)</p> <p>Part C4 Site Information C4 Site Information (green)</p> <p>Appendices Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)</p> | | | | | | | | | | |
|--------------------|---|--------------------|---|------|------|------|------|------|------|------|-------|
| <p>3.4</p> | <p>The Employer's Agent is: Technical Services, Energy Section Project Manager: Jan Mabaso Telephone Number: 013 759 9183</p> | | | | | | | | | | |
| <p>3.5</p> | <p>The language for communications is English.</p> | | | | | | | | | | |
| <p>3.6</p> | <p>The competitive negotiation procedure shall be applied.</p> | | | | | | | | | | |
| <p>4.1</p> | <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 6EP or Higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="343 1422 986 1630"> <thead> <tr> <th>Category of tender</th> <th>Upper limits per CIDB Table 8 Regulation 17</th> </tr> </thead> <tbody> <tr> <td>5 EP</td> <td>R10m</td> </tr> <tr> <td>6 EP</td> <td>R20m</td> </tr> <tr> <td>7 EP</td> <td>R60m</td> </tr> <tr> <td>8 EP</td> <td>R200m</td> </tr> </tbody> </table> <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 contractor grading designation in the 6EP or Higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6EP or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. | Category of tender | Upper limits per CIDB Table 8 Regulation 17 | 5 EP | R10m | 6 EP | R20m | 7 EP | R60m | 8 EP | R200m |
| Category of tender | Upper limits per CIDB Table 8 Regulation 17 | | | | | | | | | | |
| 5 EP | R10m | | | | | | | | | | |
| 6 EP | R20m | | | | | | | | | | |
| 7 EP | R60m | | | | | | | | | | |
| 8 EP | R200m | | | | | | | | | | |

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| | <p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p> |
| 4.6 | <p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p> |
| 4.7 | <p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</p> |
| 4.8 | Request clarifications at least 7 working days before the closing time. |
| 4.10 | Tenderers are required to state the rates and currencies in Rand. |
| | <p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> |

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| 4.12 | <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> |
| 4.13.1 | <p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p> |
| 4.13 4.15 | <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela, 1200</p> <p>Identification details: TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p> |
| 4.13.4 | <p>The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).</p> |
| 4.13.5 | <p>Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.</p> |
| 4.13.5 | <p>A two-envelope procedure will not be followed.</p> |
| 4.13.6 | <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p> |
| 4.15 | <p>The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.</p> |
| 4.16.1 | <p>The tender offer validity period is 120 days.</p> |
| 4.16.2 | <p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> withdraws his tender; gives notice of his inability to execute the contract in terms of his tender; or fails to comply with a request made in terms of 4.17, 4.18 or 5.9, <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p> |
| 4.18 | <p>Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</p> |

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| 4.20 | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document. |
| 5.1 | The employer shall respond to clarifications received up to 7 working days before tender closing time. |
| 5.2 | The employer shall issue addenda until 7 working days before tender closing time. |
| 5.4 | All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation. |
| 5.7 | In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury. |
| 5.9 | <p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p> |

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| 5.10 | <p>List of disqualifying factors of this tender are as follows: A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Valid Tax Compliance Status issued by SARS • Submit full CSD report NOT older than 30 days from the closing date , Summary report will NOT be considered • Submit Joint venture agreement in case of JV • Submit authority for signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB contractor grading designation of 6EP or higher. For JV, a combined CIDB grading is required. • Copies of current municipal rates and taxes statements from relevant local authority / proof of residential from tribal authority (if the business is operating and/or the directors are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes statements for both the business and all business active directors including Consortium/JV partners. These municipal rates must not be in areas for more than 90 days. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. See Classification of Industries attached together with the tender document • Letter of intent for Public Liability Insurance for the value of R5 million Rand. • All certificates, appointment letters / purchase orders for company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive. <p>NB:</p> <ul style="list-style-type: none"> - Submission from bidders who did not attend a compulsory briefing session will not be acceptable. |
| 5.11 | <p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preferences.</p> <p>Method 2 Functionality, price and preferences is scored as follows:</p> <ol style="list-style-type: none"> a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following |

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| | formula: $T_{EV} = N_{FO} + N_P + N_Q$ |
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| 5.11.5 | <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> • do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or • failed to complete the tender document comprehensively with all the required information. |
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| 5.11.7 | <p>The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$</p> <p>Where:</p> <p>N_{FO} = the number of evaluation points awarded for the financial offer W_1</p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>A = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of A_a</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Formula</th> <th style="width: 35%;">Comparison aimed at achieving</th> <th style="width: 20%;">Option 1^a</th> <th style="width: 30%;">Option 2^a</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Highest price or discount</td> <td style="text-align: center;">$A = (1 + \frac{P - P_m}{P_m})$</td> <td style="text-align: center;">$A = P / P_m$</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Lowest price or percentage commission /fee '</td> <td style="text-align: center;">$A = (1 - \frac{P - P_m}{P_m})$</td> <td style="text-align: center;">$A = P_m / P$</td> </tr> </tbody> </table> <p>^a P_m is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.</p> | Formula | Comparison aimed at achieving | Option 1 ^a | Option 2 ^a | 1 | Highest price or discount | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$ | 2 | Lowest price or percentage commission /fee ' | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ |
|---------|---|---------------------------------|-------------------------------|-----------------------|-----------------------|---|---------------------------|---------------------------------|---------------|---|--|---------------------------------|---------------|
| Formula | Comparison aimed at achieving | Option 1 ^a | Option 2 ^a | | | | | | | | | | |
| 1 | Highest price or discount | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$ | | | | | | | | | | |
| 2 | Lowest price or percentage commission /fee ' | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ | | | | | | | | | | |

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| 5.11.8 | Scoring preferences. | | | |
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| | Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). | | | |
| | Points awarded will be according to a tenderer's specific goals summarised in the table below: | | | |
| | Item No. | The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points allocated (90/10 system) |
| | 1. | 100% Black owned enterprises within the definition of the HDI | 2 | 1 |
| | 2. | At least 30% women owned enterprises | 2 | 1 |
| | 3. | At least 30% youth owned enterprises | 2 | 1 |
| | 4. | At least 30% enterprises people living with disabilities | 2 | 1 |
| | 5. | Enterprises regarded as EMEs located within the City of Mbombela | 2 | 1 |
| | 6. | Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items) | 2 | 1 |
| 7. | Corporate Social Investment (CSI) Plan. (see notes below) | 5 | 3 | |
| 8. | B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership) | 3 | 1 | |
| Total | | 20 | 10 | |
| Eligibility for preference points will be determined as follows: | | | | |
| <input type="checkbox"/> Compliance with any other information requested to be attached to Returnable Schedule Form D. | | | | |

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| Description of quality criteria | Maximum number of points |
|---|--------------------------|
| Plant and equipment | 15 |
| Key Personnel | 25 |
| Company Experience | 45 |
| Financial References | 15 |
| Total evaluation points for quality (Ms) | 100 |

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

5.11.9

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 25 points)

Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Electrical Construction Experience (Maximum 45 points)

Details of electrification projects or electrical construction work must be entered in Form Q in the Returnable Schedule.

iv). Financial References (Maximum 15 points)

Details of financial references are to be entered in Form S of the Returnable Schedules.

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| 5.13 | <p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"> • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary and must not be older than 30 days from the closing date. • the tenderer is in good standing with SARS according to the Central Supplier Database. • the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. • the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • the tenderer 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; • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; • the employer is reasonably satisfied that the tenderer 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. • No Tippex has been used on the bid document. • The tenderer has not used an erasable pen and completed the bid document with a pencil. |
| 5.17 | The number of paper copies of the signed contract to be provided by the employer is One. |
| 5.19 | All requests shall be in writing. |

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NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

| ITEM NO: | DESCRIPTION / RETURNABLE DOCUMENTS | NOTES | FOR OFFICE USE ONLY | |
|----------|------------------------------------|--|---|------------------|
| | | | CHECKLIST | YES or NO or N/A |
| 1. | Company Registration Certificate | a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010. | Has the bidders attached a valid company registration document in line with the applicable legislation? | |
| 2. | Company Profile | a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company” | Has the bidder attached a company profile and its experience is relevant to add value on this project? | N/A |

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| <p>3.</p> | <p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p> | <p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank)ex officio: RSA</p> <p>Date: Place</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p> | <p>Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p> | |
| <p>4.</p> | <p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.</p> | <p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p> | <p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p> | |

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| 5. | Tax Compliant Status (TCS) | a) Prospective bidders are required to attach a valid TCS together with the tender document. | <p>Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).</p> | |
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| 6. | Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only) . | <p>a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) 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.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p> | <p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p> | |
| 7. | Formal agreement must be attached in case of a joint venture (JV) or | a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is | If the tendering entity / bidder is a JV/Consortium, has the | |

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| | consortium. | compulsory that the lead partner must have at least 51% majority shares in the JV/consortium. | bidder attached a detailed JV/Consortium agreement with all critical information? | |
| 8. | In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents. | a) This will not be applicable to functionality and B-BBEE requirements. | If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid? | |
| 9. | <p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p> | <p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> | <p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p> | |

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| | | <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p> | | |
| 10. | <p><u>Forging of documents/certificates</u> The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT</p> | <p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>. Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p> | <p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p> | |

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| | exceeding 10 years (see section 28 of this Act). | | | |
| 11. | Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted. | a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary. | If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution? | |
| 12. | Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act. | a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. | Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification. | |
| 13. | Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act. | a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so. | Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5? | |
| 14. | Functionality / Quality for evaluation of complex projects | a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the | Has the bidder met the minimum threshold on | |

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|------------|--|--|---|--|
| | | <p>bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p> | <p>functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?</p> | |
| <p>15.</p> | <p>The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)</p> | <p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p> | <p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p> | |

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

PART T2 RETURNABLE DOCUMENTS

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

- **Returnable Schedules required for Tender evaluation purposes**

| COMPULSORY TENDER DOCUMENTS | |
|--|--|
| FORM A | CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING |
| FORM B | RECORD OF ADDENDA TO TENDER DOCUMENTS |
| FORM C | PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES |
| FORM D | PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 |
| FORM E | COMPULSORY DECLARATION |
| FORM F | MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS |
| FORM G | CERTIFICATE OF INDEPENDENT TENDER |
| FORM H | DECLARATION OF GOOD STANDING REGARDING TAX |
| FORM I | DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
| FORM J | REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE |
| FORM K | DECLARATION OF TENDERER'S LITIGATION HISTORY |
| FORM L | AUTHORITY OF SIGNATORY |
| FORM M | SCHEDULE OF SPECIALIST SUBCONTRACTORS |
| FORM N | PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER |
| FORM O | SCHEDULE OF CURRENT COMMITMENTS |
| FORM P | REGISTRATION WITH CIDB |
| RETURNABLE FOR QUALITY CRITERIA | |
| FORM Q | COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS |
| FORM R | PLANT & EQUIPMENT |
| FORM S | FINANCIAL RESOURCES |
| FORM T | KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS |
| CERTIFICATE FOR TENDER COMPLIANCE | |
| FORM U | SCHEDULE OF TENDER COMPLIANCE |

COMPULSORY TENDER DOCUMENTS

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I,
representative of (tenderer)
of (address)
.....
.....
telephone number
fax number
e-mail
attended the clarification meeting on (date)

Signature of Representative: _____

Signature of Project Manager: _____

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FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS(SIPDM)

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

| | Date | Title or Details |
|---|------|------------------|
| ▪ | | |
| ▪ | | |
| ▪ | | |
| ▪ | | |
| ▪ | | |
| ▪ | | |
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| ▪ | | |
| ▪ | | |

Attach additional pages if more space is required.

Signed Date

Name Position

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

| Page, Clause or Item No | Proposed Amendment |
|-------------------------|--------------------|
| | |
| | |
| | |
| | |

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

| Proposed Alternative | Description of Alternative |
|----------------------|----------------------------|
| | |
| | |
| | |
| | |

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed

Date

Name

Position

**FORM D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

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Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| Item no. | The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|----------|---|---|---|
| 1. | 100% Black owned enterprises within the definition of the HDI | 1 | |
| 2. | At least 30% women owned enterprises | 1 | |
| 3. | At least 30% youth owned enterprises | 1 | |
| 4. | At least 30% enterprises people living with disabilities | 1 | |
| 5. | Enterprises regarded as EMEs located within the City of Mbombela | 1 | |
| 6. | Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items) | 1 | |
| 7. | Corporate Social Investment (CSI) Plan. (see notes below) | 3 | |
| 8. | B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate | 1 | |

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| | | | |
|---|---|--|--|
| | confirming annual turnover and level of Black Ownership | | |
| The City will utilise the CSD report for the above-mentioned information | | | |
| Corporate Social Investment (CSI) | | | |
| <p>NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.</p> | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note:

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details

Name of Enterprise

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

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

| | |
|--|--|
| | |
|--|--|

Section 3: SARS Information

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

Section 5: National Treasury Central Supplier Database

| | |
|--------------------------------------|--|
| Supplier number | |
| Unique registration reference number | |

Section 6: Particulars of principals

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

| Full name of principal | Identity number | Personal tax reference number |
|------------------------|-----------------|-------------------------------|
| | | |
| | | |
| | | |
| | | |

*insert separate page if necessary

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Section 7: Record in the service of the state

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

- a) a member of any municipal council an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- b) a member of any provincial legislature member of an accounting authority of any national or provincial public entity
- c) a member of the National Assembly or the National Council of Province
1. a member of the board of directors of any municipal entity
2. an official of any municipality or municipal entity an employee of Parliament or an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

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

- d) a member of any municipal council an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- e) a member of any provincial legislature member of an accounting authority of any national or provincial public entity
- f) a member of the National Assembly or the National Council of Province
3. a member of the board of directors of any municipal entity
4. an official of any municipality or municipal entity an employee of Parliament or an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

Yes No (Tick appropriate box)

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

Section 10: Declaration

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

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: _____

Date: _____

Name: _____

Position: _____

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NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

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ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

• **OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

• **OR**

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

• **OR**

- **For Partnership**

1. Copies of the ID's of the partners

• **OR**

- **One person Business / Sole trader**

2. Copy of ID

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

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

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

| Name of organ of state | Estimated value of contracts | Nature of service e.g. quantity surveying | Service number similar to required service (yes / no)? |
|-------------------------------|-------------------------------------|--|---|
| | | | |
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Attach separate page as necessary

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Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- the enterprise is not required by law to prepare annual financial statements for auditing.
- the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

| Name of organ of state | Estimated number of contracts | Nature of contracts |
|------------------------|-------------------------------|---------------------|
| | | |
| | | |
| | | |
| | | |

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

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**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE
RECENT MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 6 WEEKS**

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FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender 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 Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX

ATTACH VALID TAX COMPLIANCE STATUS (TCS)

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

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**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have;
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the tenderer 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 tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>Was the tenderer 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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |

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| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.4 | Does the tenderer 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 tenderer 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 IS TRUE AND CORRECT.

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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| |
|---|
| <p>FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</p> |
|---|

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

- ***Affix Proof of the National Treasury Central Supplier Database to this page***
- ***(Full CSD required, not summary)***

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FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

- If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

| Client | Other Litigating Party | Dispute | Award Value | Date Resolved |
|--------|------------------------|---------|-------------|---------------|
| | | | | |

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:
.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr.....
has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name
.....and any Contract which may arise there from on behalf of
.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

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• **PRO-FORMA FOR JOINT VENTURES:**

Certificate of Authority for Joint Ventures

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |

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**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

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FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

| SPECIALISED ITEM | INDICATE IF SUB-CONTRACTED (Tick correct option) | |
|------------------|---|----|
| | YES | NO |
| | | |
| | | |
| | | |

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

| Sub-contractor: Name, Address and Telephone No. | Portion/type of work to be undertaken | |
|--|--|-------------------------|
| _____ _____ (____) _____ | | Previous value of work: |
| | | Previous Experience: |
| _____ _____ (____) _____ | | Previous value of work: |
| | | Previous Experience: |

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| | | |
|--|--|---------------------------------------|
| <p>_____</p> <p>_____</p> <p>() _____</p> | | <p>Previous value of work:</p> |
| <p>_____</p> <p>_____</p> <p>() _____</p> | | <p>Previous Experience:</p> |
| <p>_____</p> <p>_____</p> <p>() _____</p> | | <p>Previous value of work:</p> |
| <p>_____</p> <p>_____</p> <p>() _____</p> | | <p>Previous Experience:</p> |

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| |
|--|
| FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER |
|--|

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
 2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
 3. Nature of Business in the COIDA Letter of Good Standing should be relevant to Electrical construction works.
- ***Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB Grading***

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FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

| Contracts Awarded | | | | |
|-------------------|---------|--|-----------------------|--------------------------|
| Employer | Project | Expected Value of contract (Inclusive of VAT) | Durations (Months) | Expected Completion Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Tenders not Yet Awarded | | | | |
|-------------------------|---------|---------------------------------------|--------------------------------|----------------------------|
| Employer | Project | Tendered Amount (Inclusive of VAT) | Tendered Durations (Months) | Expected Commencement Date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

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FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

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RETURNABLES FOR QUALITY CRITERIA

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FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 45 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. Projects of similar nature means
 - i. Electrification Projects
 - ii. New/upgrade of High Voltage (HV) Substation, Switching station and Bulk Lines
3. The tenderer scores 15 points per project with a value of above or equal to R9 million (Incl. Vat) completed in the last 5 years.

OR

4. The tenderer scores 10 points per project with a value of above R5 million but less than R9 million (Incl. Vat) completed in the last 5 years. Bidders may attach up to a maximum of 4 projects only.
5. Certified copies (Not older than 3 Months) of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate

All must be on letterheads of the institution, with the following information contained where applicable: (i) Description of the project, (ii) Value, (iii) Actual Construction period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

6. **Failure to submit all relevant information (certified copies of Appointment Letters plus Completion Certificates) per project will result to forfeiture of all points for that particular project.**
7. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

| Item | Details of Similar Projects Completed in the past 5 Years. | Maximum Points to be allocated | Points scored by Bidders |
|------------------|--|--------------------------------|--------------------------|
| 1 | Project/Order No.:Amount: R..... | 15 or 10 | |
| 2 | Project/Order No.:Amount: R..... | 15 or 10 | |
| 3 | Project/Order No.:Amount: R..... | 15 or 10 | |
| SUB TOTAL | | 45 | |

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FORM R: PLANT & EQUIPMENT

- The tenderer will receive a maximum of 15 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

| Description, size, capacity, etc. | Allocated Points if owned | Allocated Points if hired | Quantity Required | Owned? <i>Tick with x</i> | Hired? <i>Tick with x</i> | Points Scored by Evaluators |
|---|---------------------------|---------------------------|-------------------|------------------------------|------------------------------|-----------------------------|
| 1 x 8 Ton or above Truck with Hi-up crane plus Bucket (<i>Note 1</i>). OR 1 x 8 Ton or above Truck with Hi-up crane plus Cherry Picker (<i>Note 2</i>) Truck 1 Reg. No.: | 8 | 8 | 1 | | | |
| 2x 1 Ton Bakkie (<i>Note 3</i>). 2 points each. Vehicle 1 Reg. No.: Vehicle 2 Reg. No.: | 4 | 0 | 2 | | | |
| Signed list of Installation and Electrical Testing equipment (<i>Note 4</i>) | 2 | | Lot | | | |
| Signed list of safety equipment including traffic control. (<i>Note 5</i>) | 1 | | Lot | | | |
| SUB TOTAL | 15 | 8 | | | | |

Note 1, 2 & 3: In case of ownership, tenderers to submit proof of ownership in the name of company/director to claim for full (100%) points. Proof of ownership should be in the form of **certified copies of motor vehicle license (MLVX) or motor vehicle license and license disc (MLV1) or certificate of registration (RC1) or any document issued by the department of transport plus a colour picture of the vehicle/plant with the Reg. number visible**. Failure to submit both proof of ownership **plus colour picture of the vehicle/plant with the Reg. number visible** will result in zero points.

Note 4: Tenderers to submit Proof of ownership in the form of **signed list and the Calibration certificates of the relevant electrical testing equipment**. Failure to submit both **signed list and the Calibration certificates of the relevant electrical testing equipment** will result in zero points.

Note 5: Tenderers to submit Proof of ownership in the form of **signed list of the safety equipment including traffic control equipment**. Failure to submit **signed list of the safety equipment including traffic control equipment** will result in zero points

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FORM S: FINANCIAL RESOURCES BANKING INFORMATION

- The tenderer will receive a maximum of 15 points based on information provided in this schedule.

FINANCIAL CAPACITY

Bank Rating: A = 15

B = 11

C = 7

NB: THE LETTER MUST MAKE REFERENCE TO THE AMOUNT OF R5 MILLION. FAILURE TO ADHERE WILL LEAD TO ZERO ALLOCATION OF POINTS.

DETAILS OF TENDERERS BANKING INFORMATION

The tenderer will be required to submit a bank guarantee after allocation of works prior execution.

- Notes to tenderer:**
 - The tenderer shall attach to this form a letter of intent for 10% bank guarantee.
 - In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

| | | | | | | | | | | |
|--|--|-----------------------------|--------------------------|-----------------------------|-------------|--------------------------|--------------|--------------------------|---------------------|--------------------------|
| BANK NAME: | | | | | | | | | | |
| ACCOUNT NAME: (e.g. ABC Electrical Construction cc) | | | | | | | | | | |
| ACCOUNT TYPE: (e.g. Savings, Cheque etc.) | | | | | | | | | | |
| ACCOUNT NO: | | | | | | | | | | |
| ADDRESS OF BANK: | | | | | | | | | | |
| CONTACT PERSON: | | | | | | | | | | |
| TEL. NO. OF BANK / CONTACT: | | | | | | | | | | |
| How long has this account been in existence: | <table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="4">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table> | 0-6 months | <input type="checkbox"/> | (Tick which is appropriate) | 7-12 months | <input type="checkbox"/> | 13-24 months | <input type="checkbox"/> | More than 24 months | <input type="checkbox"/> |
| 0-6 months | <input type="checkbox"/> | (Tick which is appropriate) | | | | | | | | |
| 7-12 months | <input type="checkbox"/> | | | | | | | | | |
| 13-24 months | <input type="checkbox"/> | | | | | | | | | |
| More than 24 months | <input type="checkbox"/> | | | | | | | | | |

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

For all procurement expected to exceed R10 million (all applicable taxes included), tenderer must complete the following questionnaire:

- Are you by law required to prepare annual financial statements for auditing?

- **YES / NO**

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

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

- **YES / NO**

.....

.....

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

.....

.....

2.2 If yes, please provide particulars

.....

.....

2.1 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**

.....

.....

a. If yes, furnish particulars

.....

.....

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

• **YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

• **I, THE UNDERSIGNED (NAME)**

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

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**FORM S: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

The Tenderer must attach hereto an **Original Letter** from a financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)

- **A Pro forma follows herewith for the tenderer to use.**

**PRO-FORMA FOR A PERFORMANCE
GUARANTEE PERFORMANCE
GUARANTEE**

Employer

(Name and Address)

Contract No

Contract Title

WHEREAS

(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the Contractor")

on the _____ day of _____ 20 _____ for

the construction of (Contract Title)

at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
WE

(hereinafter referred to as the

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give

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time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

_____ (in words)
 R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHERE OF this guarantee has been executed by us at _____

_____ on the _____ day of _____ 20

As witness:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of (Guarantor)

Address _____

FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 25 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Tenderers to submit signed CVs (**indicating current employer**) and certified copies of Identity Documents (IDs) of the key personnel (**Full-time Qualified Persons**) plus the certified copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points
3. Key personnel must be attached to the bidding entity by reflecting the current employment on their individual CVs and failure to comply, bullet number 2 above will apply.

| Item | Description | Maximum points to be allocated | Points scored by Evaluators |
|------|---|--------------------------------|-----------------------------|
| 1 | <p>Electrician/Site Supervisor currently employed by the bidder with a minimum of 3 years electrical work and in possession of:</p> <p>1. Signed CV with relevant experience plus 2. Certified copy of Electrical Trade Test qualification plus 3. Certified copy of Electrical Installation certificate/card</p> <p>Name & Surname:</p> | <p>3 3 2</p> | |
| 2 | <p>Senior Technician or level above with minimum of 3 years electrical work experience on 400V and above. And must be in possession of:</p> <p>1. Signed CV with relevant experience plus, 2. Certified Copies of NQF 7 , BTech / B.Eng / BSc in electrical engineering or above 3. ECSA registration as a professional technologist or above</p> <p>Name & Surname:</p> | <p>3 3 5</p> | |
| 3 | <p>Technician or level above with minimum of 3 years electrical work experience on 400V and above. And must be in possession of:</p> <p>1. Signed CV with relevant experience plus, 2. Certified Copies of N6 National Diploma or above</p> <p>Name & Surname:</p> | <p>3 2</p> | |
| 4 | Company Organogram | 1 | |
| | SUB TOTAL | 25 | |

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COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

| | | MAXIMUM POINTS TO BE ALLOCATED | POINTS CLAIMED BY TENDERER | ALLOCATED POINTS |
|-----------------------|-------------------|--------------------------------|----------------------------|------------------|
| Company Experience: | Form Q | 45 | | |
| Plant and Equipment: | Form R | 15 | | |
| Financial References: | Form S | 15 | | |
| Key Personnel : | Form T | 25 | | |
| | Sub- Total | 100 | | |
| | TOTAL | 100 | | |

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 90/10 PREFERENCE POINT SYSTEM

| 1 | MAXIMUM POINTS TO BE ALLOCATED |
|-----------------------|--------------------------------|
| Price | 90 |
| Specific Goals | 10 |
| TOTAL | 100 |

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FORM V: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

| FORM NO / GBD NO | FORM DESCRIPTION | TICK IF COMPLETED |
|---------------------|--|----------------------|
| A | CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING | |
| B | RECORD OF ADDENDA TO TENDER DOCUMENTS | |
| C | PROPOSED AMENDMENTS AND QUALIFICATIONS | |
| D | PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 | |
| E | COMPULSORY DECLARATION | |
| F | MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS | |
| G | CERTIFICATE OF INDEPENDENT TENDER | |
| H | DECLARATION OF GOOD STANDING REGARDING TAX | |
| I | DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES | |
| J | REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE | |
| K | DECLARATION OF TENDERER'S LITIGATION HISTORY | |
| L | AUTHORITY OF SIGNATORY | |
| M | SCHEDULE OF SPECIALIST SUBCONTRACTORS | |
| N | PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER | |
| O | SCHEDULE OF CURRENT COMMITMENTS | |
| P | REGISTRATION WITH CIDB | |
| Q | COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS | |
| R | PLANT & EQUIPMENT | |
| S | FINANCIAL RESOURCES | |
| T | KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS | |
| | | |

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

| CONTENTS | PAGE(S) |
|---|----------------|
| C1.1 FORM OF OFFER | C1.1 |
| C1.2 FORM OF ACCEPTANCE | C1.2 |
| C1.3 SCHEDULE OF DEVIATIONS | C1.3 |
| C1.4 CONTRACT DATA | C1.4 |
| C1.5 PERFORMANCE GUARANTEE | C1.5 |
| C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) | C1.6 |
| C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) | C1.7 |

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C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

TENDER NUMBER: **COM93/2023B** -TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

C 1.1: FORM of OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS**

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

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

The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is _____

_____ (in words) R_____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

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C1.3: SCHEDULE of DEVIATIONS

| |
|-----------|
| 1 Subject |
| Details |
| 2 Subject |
| Details |
| 3 Subject |
| Details |
| 4 Subject |
| Details |

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

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C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

- **CONDITIONS OF CONTRACT**

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from www.saice.org.za.

- **CONTRACT SPECIFIC DATA**

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

- **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

| Clause | Description |
|----------|---|
| 1.1.1.13 | The Defects Liability Period is 12 months |
| 1.1.1.15 | The Name of the Employer is the City of Mbombela . |
| 1.1.1.26 | The pricing strategy: Re-Measurement Contract |
| 1.2.1.2 | <p>The Employer's address for receipt of communications is: Physical address:</p> <p>1 Nel Street MBOMBELA 1200</p> <p style="text-align: right;">Postal address: PO Box 45 MBOMBELA 1200</p> <p>Telephone: 013 759 9183 Fax: N/A E-mail: jan.mabaso@mbombela.gov.za</p> |
| 1.2.1.2 | The address of the Employer's Agent is: Technical Services |
| 2.4 | <p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> 1. Contract Agreement, 2. Form of Offer and Acceptance, |

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| Clause | Description |
|--------|--|
| | <p>3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply.”</p> |
| 4.3.3 | <p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works. |

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| Clause | Description |
|--------|--|
| | <p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer. |
| 5.3.1 | <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1) |
| 5.3.2 | <p>The time to submit the documentation required, before commencement with Works execution is 14 calendar days.</p> |
| 5.4.2 | <p>The access and possession of site shall not be exclusive to the Contractor.</p> |

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| Clause | Description |
|----------------|---|
| 5.8.1 | The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 18-Dec-2023 to 05-Jan-2024, 17 December 2024 to 03 January 2025, 15 December 2025 to 02 January 2026 OR AS PER SAFCEC To Be Announced |
| 5.13.1 | The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day |
| 5.14.1 | Practical completion is reached when: The electrification project is energized and handed over to the municipality |
| 5.16.3 | The latent defect period is 1 year after date of completion |
| 6.8.2 | This contract does include for contract price adjustment |
| 6.8.3 | Price adjustments for variations in the costs of special materials are not allowed. |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80% |
| 6.10.3 | The limit of retention money is 10% |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value. |
| 8.6.1.2 | A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required. |
| 8.6.1.3 | The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim |
| 10.5.2 | Dispute resolution shall be ad-hoc adjudication. |
| Special Clause | The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract. |
| Special Clause | Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the contractor. |

• **PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

| Clause | Description | | | | | | |
|--|---|------------------|---|---|--|--|--|
| 1.1.1.9 | The Contractor is | | | | | | |
| 1.2.1.2 | The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail: | | | | | | |
| 1.1.1.14 | The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover). | | | | | | |
| 6.2.1 | The security to be provided by the Contractor shall be one of the following <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Type of Security</th> <th>Contractor to choose: Indicate " Yes" or " No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td> <td></td> </tr> <tr> <td>Performance guarantee of 10% of the contract sum</td> <td></td> </tr> </tbody> </table> | Type of Security | Contractor to choose: Indicate " Yes" or " No" | Cash deposit of 10% of the contract sum | | Performance guarantee of 10% of the contract sum | |
| Type of Security | Contractor to choose: Indicate " Yes" or " No" | | | | | | |
| Cash deposit of 10% of the contract sum | | | | | | | |
| Performance guarantee of 10% of the contract sum | | | | | | | |

1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE

GUARANTEE

• **GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words.....

"Expiry Date" means.....

• **CONTRACT DETAILS**

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

• **PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Signed

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(ACT NO 85 OF 1993)

AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TRIENNIAL TENDER FOR THE APPOINTMENT OF PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer’s Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
 - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-

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mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

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□

C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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• **CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20____,

Mr/Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

TENDER NUMBER: COM93/2023B - TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRIFICATION PROJECTS WITHIN CITY OF MBOMBELA AREA OF SUPPLY FOR A PERIOD OF THREE (3) YEARS

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

- 1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

- 2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

- 4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule 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 COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount

: The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

| | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | meter |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square meter-pass |
| ha | = | hectare |
| m ³ | = | cubic meter |
| m ³ -km | = | cubic meter kilometre |
| kW | = | kilowatt |
| kN | = | kilo-Newton |
| kg | = | kilogram |
| l | = | litre |
| kl | = | kilolitre |
| MI | = | mega litre |
| t | = | ton (1 000 kg) |
| % | = | per cent |
| MN | = | mega-Newton |
| MN-m | = | mega-Newton-meter |
| PC Sum | = | Prime Cost Sum |
| Prov Sum | = | Provisional Sum |
| Sum | = | Lump Sum |

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C2.2 SCHEDULE OF QUANTITIES

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C2.2: BILL OF QUANTITIES

| | |
|-----------------------------------|----------------------|
| SCHEDULE OF QUANTITIES | C2.2-101 to C2.2-110 |
| SUMMARY OF SCHEDULE OF QUANTITIES | C2.2-139 |

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BILL OF QUANTITIES

| Item | Description | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|------------|--|--------|-----|------------------------|-----------------------|-------|
| A | <u>Preliminary, General and Provisions</u> | | | | | |
| A.1 | <u>Site Establishment</u> | | | | | |
| A.1.1 | Locally Identify, secure and clear site. | Sum | 1 | | | |
| A.1.2 | Establishment of Site Camp (i.e fence & gate) | Sum | 1 | | | |
| A.1.3 | Establishment of 1 x (6x2.4x2.7m) Material Storage | Months | 36 | | | |
| A.1.4 | Establishment of 1 x (6x2.4x2.7m) air conditioned Site Office with fire extinguisher and first aid services | Months | 36 | | | |
| A.1.5 | Site office furniture (boardroom table with chairs, 1x general purpose cabinet, drawing table, notice & soft boards. | Sum | 1 | | | |
| A.1.6 | Establishment of 1 x Ablution unit that contain male/female toilets, 2x urinals, 2x basins and 2x change rooms | Months | 36 | | | |
| A.1.7 | Establishment of security guard house at the entrance of the site camp | Months | 36 | | | |
| A.1.8 | Water and Electricity Connections for Site Office and Ablution unit including monthly site rental. | Months | 36 | | | |
| A.1.9 | Removal of Site Establishment on completion of project | Sum | 1 | | | |
| | Sub-Total for A1 | | | | | |
| A.2 | <u>Preliminaries</u> | | | | | |
| A.2.1 | Induction and Medical – General workers per year | each | 3 | | | |
| A.2.2 | Induction and Medical – Sub-Contractors per year | Each | 3 | | | |
| A.2.3 | Preliminary and Generals for Sub-contractors per year | Each | 3 | | | |
| A.2.4 | Management of Local Sub-Contractors per year | Each | 3 | | | |
| A.2.5 | Preparation and submission of a construction program to the Engineer as required in the documents per year. | Each | 3 | | | |
| A.2.6 | Three sets construction drawings to the Engineer for approval. | Each | 3 | | | |

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| | | | | | | |
|------------|--|------|---|--|--|--|
| A.2.7 | Three sets of hard copies and an electronic copy of test certificates to the Engineer on hand-over per year | Each | 3 | | | |
| A.2.8 | Instructions to maintenance staff of operating and maintenance procedures, including three sets of Instruction manuals per year. | Each | 3 | | | |
| A.2.9 | Triplicate log book to record all events on site per year | Each | 3 | | | |
| A.2.10 | Temporary Traffic Control Facilities per year | Each | 3 | | | |
| A.2.11 | Supply all test equipment & labour for testing, commissioning and adjustments of the final installation as well as being in attendance for any inspections and tests that the Engineer call for per year. | Each | 3 | | | |
| A.2.12 | Supply and Install name board (2450mm x 2450mm), with the projects, contractor, client and consultants details on - prior approval from client required. | Sum | 1 | | | |
| | | | | | | |
| | Sub-Total for A2 | | | | | |
| A.3 | <u>Compliance and Security Obligations</u> | | | | | |
| A.3.1 | Allow for Compliance with Safety Requirements as set out in the OHS Act. This will include a safety plan, the holding of safety meetings, appointing of safety representatives, the co-ordination of all safety requirements for all sub-contractors per year | Each | 3 | | | |
| A.3.2 | Allow for Compliance with Covid-19 Occupational Health and Safety Measures in workplaces for every year. This include supply of relevant equipment and PPE, administrative controls and risk assessment. Measures must be applied to every personnel involved in the project on site including General Local labourers and Sub Contractors. (i.e Screening, sanitisers, disinfectants, masks, risk assessment, reporting, training). | Each | 3 | | | |

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| | | | | | | |
|------------|---|--|----------------------|---------|-----------|----------------------|
| A.3.3 | Allow for a guarantee (10% of the Contract value) and Annual Contractors All Risk (including Public Liability) against defects in equipment, material & workmanship, but excluding abuse, wear and tear and normal maintenance. | Sum | 1 | | | |
| | | Sub-Total for A3 | | | | |
| A.4 | Provisional Sums | | | | | |
| | | For Work to be executed through Local Employment and nominated sub-contractors and Special Services | | | | |
| A.4.1 | Remuneration for Community Liaison Officer | Months | 36 | | R8 500,00 | R306 000,00 |
| A.4.2 | Remuneration for sum of 3 x Security Officers | Months | 36 | | R3 500,00 | R126 000,00 |
| A.4.3 | Remuneration for OHS Representative | Months | 36 | | R4 500,00 | R162 000,00 |
| A.4.4 | Remunerations for OHS Agent | Months | 36 | | R5 000,00 | R180 000,00 |
| A.4.4 | Provision for City of Mbombela standard Locks for Top pole box and overhead Trfr Kiosks | Each | 1370 | R550,00 | | R753 500,00 |
| | | Sub-Total for A4 | | | | R1 527 500,00 |
| A.5 | Provisional Sum handling costs | | | | | |
| A.5.1 | Handling cost & profit for the Provisional Amount for item A4 above. This percentage will also apply on any other items not included in the BoQ. The claim of such shall be on a quotation bases with the original invoice and approved by the Employer and the Employer's Agent. | Sum | R1 527 500,00 |% | | |
| | | Sub-Total for A5 | | | | |

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| B | Digging Holes | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|----------|--------------------------------------|----------------|------------|-----------------------------------|------------------------------|--------------|
| B.1 | LV stay back-actor or hand | m ³ | 600 | | | |
| B.2 | Compressors | m ³ | 240 | | | |
| B.3 | MV stay back-actor or hand | m ³ | 165 | | | |
| B.4 | Compressors | m ³ | 65 | | | |
| B.5 | 9m Pole back-actor or hand | m ³ | 1900 | | | |
| B.6 | Compressors | m ³ | 670 | | | |
| B.7 | 11m Pole back-actor or hand | m ³ | 290 | | | |
| B.8 | Compressors | m ³ | 45 | | | |
| B.9 | 13m Pole back-actor or hand | m ³ | 10 | | | |
| B.10 | Compressors | m ³ | 5 | | | |
| | Sub-Total for B | | | | | |
| C | Plant poles | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| C.1 | 7m Wood 120-140mm tops | e.a. | 1600 | | | |
| C.2 | 9m Wood 140-160mm tops | e.a. | 500 | | | |
| C.3 | 9m Wood 160-180 mm tops | e.a. | 800 | | | |
| C.4 | 11m Wood 180-200mm tops | e.a. | 200 | | | |
| C.5 | 12m Wood 180-200mm tops | e.a. | 40 | | | |
| C.6 | 13m Wood 180-200mm tops | e.a. | 4 | | | |
| | Sub-Total for C | | | | | |
| D | Three Phase MV Structures | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| D.1 | Int ass delta 0 deg | e.a. | 160 | | | |
| D.2 | Strain ass delta (0-30 deg) | e.a. | 40 | | | |
| D.3 | T-off ass int vert 1801 | e.a. | 0 | | | |
| D.4 | Strain ass vertical (30-90 deg) 1715 | e.a. | 40 | | | |
| D.5 | Terminal ass vert - 1716 | e.a. | 4 | | | |
| D.6 | In-line strain vert | e.a. | 20 | | | |
| | Sub-Total for D | | | | | |
| E | MV Stays | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| E.1 | 1 Off conv anchor | e.a. | 50 | | | |
| E.2 | 1 Off flying stay | e.a. | 10 | | | |
| E.3 | 1 Off strut pole 9m | e.a. | 12 | | | |
| | Sub-Total for E | | | | | |

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| F | LV Structures | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|------------------------|---|-------------|------------|-----------------------------------|------------------------------|--------------|
| F.1 | Int / susp (0-30 deg) | e.a. | 600 | | | |
| F.2 | Strain (0-60 deg) | e.a. | 180 | | | |
| F.3 | Strain (60-90 deg) | e.a. | 120 | | | |
| F.4 | Terminal | e.a. | 380 | | | |
| F.5 | T-off from interm | e.a. | 190 | | | |
| F.6 | Cross int-int ass | e.a. | 35 | | | |
| Sub-Total for F | | | | | | |
| G | LV Stays | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| G.1 | 1 Off conv anchor | e.a. | 300 | | | |
| G.2 | 1 Off flying stay | e.a. | 20 | | | |
| G.3 | 1 Off strut pole 7m | e.a. | 60 | | | |
| Sub-Total for G | | | | | | |
| H | Service Boxes | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| | 4Way/3Way 420x306x133mm (HxWxD) Sheet Moulding Compound pole mounted box for overhead connection: Box must accommodate 60A MCB,5kA, space for SMART metering and complete with wiring. All fittings (e.g. wedge clamps, etc.) must be included. | | | | | |
| H.1 | 4 - Way | e.a. | 1230 | | | |
| H.2 | 2 - Way | e.a. | 100 | | | |
| H.3 | 60A MCB,5kA for each Box | e.a. | 1330 | | | |
| H.4 | 40A CB for Each Connection | e.a. | 3700 | | | |
| H.5 | Wiring for each box | e.a. | 1330 | | | |
| Sub-Total for H | | | | | | |
| I | Stringing | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| I.1 | Hare, ACSR conductor for NEW overhead lines. | m | 24000 | | | |
| I.2 | MV overhead Cable | m | 5000 | | | |
| I.3 | 35 mm sq ABC 3-ph | m | 20000 | | | |
| I.4 | 70 mm sq ABC 3-ph | m | 8000 | | | |
| I.5 | MV Conductor full tension joint | e.a. | 30 | | | |
| I.6 | LV joint 35 mm full tension | e.a. | 60 | | | |
| I.7 | LV joint 70 mm full tension | e.a. | 40 | | | |
| Sub-Total for I | | | | | | |

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| J | Transformer Installation | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|------|--|------|------|------------------------|-----------------------|------------|
| | Transformers: 22kV - Off Line | | | | | |
| J.1 | 200kVA, 3 Phase new pole mounted transformer | e.a. | 22 | | | |
| J.2 | 100kVA, 3 Phase new pole mounted transformer | e.a. | 9 | | | Rates Only |
| J.3 | 50kVA, 3 Phase new pole mounted transformer | e.a. | 2 | | | Rates Only |
| J.4 | 4 pole complete Transformer structure to cater for 200kVA Trfr | e.a. | 22 | | | |
| J.5 | Trfr surge arrestors and earthing. This is for connecting the Transformer to the 3ph overhead conductor. | e.a. | 33 | | | |
| J.6 | 3CR12 Transformer Distribution box complete with 1 x Main Breaker, 3 x 200Amp, 20kA. All live parts must be covered. | e.a. | 33 | | | |
| J.7 | Sundry items to install 50-200KVA, 3 phase Trf | e.a. | 33 | | | |
| J.8 | Determination of soil resistivity before and after installation of earthing equipment. | e.a. | 33 | | | |
| J.9 | Installation of earthing system complete, for 22kV network at transformer structure | e.a. | 33 | | | |
| J.10 | Test & commission Trfr and MV equipment | e.a. | 66 | | | |
| | Sub-Total for J | | | | | |
| K | Installation Earthing | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| K.1 | MV Earthing (Type 1 crowfoot) | e.a. | 33 | | | |
| K.2 | LV Earthing (Type 1 crowfoot) | e.a. | 130 | | | |
| K.3 | Bonding | e.a. | 250 | | | |
| | Sub-Total for K | | | | | |
| L | Pole Numbering | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| L.1 | MV pole number | e.a. | 245 | | | |
| L.2 | LV pole number | e.a. | 2900 | | | |
| L.3 | Trf structure pole numbering | e.a. | 33 | | | |
| | Sub-Total for L | | | | | |

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| M | House Connections | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|----------|---|-------------|------------|-----------------------------------|------------------------------|--------------|
| M.1 | Supply and Install 10sq.mm AIRDAC (3 Core) for service connections to consumers. | m | 92500 | | | |
| M.2 | Pig tails for overhead connection | ea | 3700 | | | |
| M.3 | Airdac Wedge Strain clamp complete with bolts and fittings for overhead house connection | ea | 3700 | | | |
| M.4 | Sundry items for overhead connection per year | each | 3 | | | |
| M.5 | Supply Split Meter and Keypad | ea | 3700 | | | |
| M.6 | Supply Split Meter Ready board (40A single pole overload CB, 25mA double pole earth leakage unit and 2x 20A CBs for plugs and Lights. | ea | 3700 | | | |
| M.7 | Sealing of meters | ea | 3700 | | | |
| M.8 | COC Certificate | ea | 3700 | | | |
| M.10 | Marketing for connections and GPS co-ordinates | ea | 3700 | | | |
| M.11 | Verification, compilation and submission of Beneficiary list. | ea | 3700 | | | |
| | Sub-Total for M | | | | | |
| N | Excavate and plant poles | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| N.1 | 7m Wood 120-140 mm tops | e.a. | 1600 | | | |
| N.2 | Compressors | e.a. | 200 | | | |
| N.3 | Shackpole Dressing | e.a. | 3700 | | | |
| | Sub-Total for N | | | | | |
| O | Other | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| O.1 | Link assembly (On-load) three phase | ea | 33 | | | |
| O.2 | Link assembly (Off load) three phase | ea | 1 | | | |
| O.3 | Drop-out fuses three phase MV | ea | 33 | | | |
| O.4 | Section link | ea | 1 | | | |
| O.5 | Ant-clim device | ea | 130 | | | |
| O.6 | All required danger signs complete, for Medium voltage network. | ea | 70 | | | |
| O.7 | Clearing of line route | ea | 5 | | | |
| | Sub-Total for O | | | | | |

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| P | Removal of illegal connections | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
|--------------------|--|------|------|------------------------|-----------------------|-------------------|
| P.1 | Remove existing illegal poles | ea | 150 | | | |
| P.2 | Remove existing illegal conductor | m | 2000 | | | |
| P.3 | Remove existing illegal cables | m | 2500 | | | |
| P.4 | Remove existing illegal stay | ea | 40 | | | |
| P.5 | Remove existing illegal transformer | ea | 5 | | | |
| P.6 | Remove existing illegal dressing | ea | 1000 | | | |
| P.7 | Transport (8 Ton Truck) illegal materials to City of Mbombela stores | km | 200 | | | |
| | Sub-Total for P | | | | | |
| Q | Switchgear | Unit | Qty | Supply & Delivery Rate | Install / Labour Rate | Total |
| I.1 | SF6/vacuum breaker 1000A | ea | 2 | | | |
| I.2 | Section breaker 630A and accessories | ea | 1 | | | |
| I.3 | 185mm ² PILCDSTA cable | m | 3000 | | | |
| I.4 | Termination kits | ea | 12 | | | |
| I.5 | Joining Kits | ea. | 3 | | | |
| | Sub-Total for Q | | | | | |
| SUMMARY | | | | | | |
| Description | | | | | Total | |
| A.1 | Site Establishment | | | | | |
| A.2 | Preliminaries | | | | | |
| A.3 | Compliance and Security Obligations | | | | | |
| A.4 | Provisional Sums | | | | | R1 527 500 |
| A.5 | Provisional Sum handling costs | | | | | |
| B | Digging Holes | | | | | |
| C | Plant poles | | | | | |
| D | Three Phase MV Structures | | | | | |
| E | MV Stays | | | | | |
| F | LV Structures | | | | | |
| G | LV Stays | | | | | |
| H | Service Boxes | | | | | |
| I | Stringing | | | | | |
| J | Transformer Installation | | | | | |
| K | Installation Earthing | | | | | |
| L | Pole Numbering | | | | | |
| M | House Connections | | | | | |
| N | Excavate and plant poles | | | | | |
| O | Other | | | | | |

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| | | |
|---|---|--|
| P | Removal of illegal connections | |
| | Sub-Total | |
| | 10% Contingencies | |
| | Sub -Total | |
| | 15% Vat | |
| | Grand Total (Carried forward to Form of Offer) | |

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PART C3 SCOPE OF WORKS

PART C3: SCOPE of WORK

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C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public electrical infrastructure using labour intensive methods. Part of the installation works on site will require labour intensive methods e.g. excavations, trenching, pole planting and backfilling.

Overview of the works

This specification covers the Overhead Electrification of households in various areas and in accordance with CoM standards and specifications.

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

Drawings and Schedules

LV and MV Reticulation Layouts will be issued to the successful bidder.

Extent of the works

The Contractor shall provide all Plant and Materials Equipment and labour for the whole of the works, which includes:

Temporary work

Clear the right of way and campsites, in order to erect the necessary site offices, own accommodation facilities, sanitary units, bulk water containers, site store, etc.

The works also include the clean-up of site camp and site store, as well as transportation of excess material not used, back to the stores at the completion of the contract.

Outage Requests

A schedule for an outage when required will be done as directed by the Engineer.

Permanent work

1. Set out all poles and any stays associated with a particular structure, using the services of the CoM approved registered surveyor.
2. Excavate pole, stay and strut holes, erect wooden poles, stays and struts and backfill and compact pole, stay and strut holes in layers of 300mm.
3. Install MV and LV stays in accordance with the CoM Distribution Standard. Percussion stays may be used on condition that an approved sub-contractor performs the supply and installation of the stays. Pre-tension certificates are supplied per stay. Pre-tensioning are done on all stays as specified in the CoM Distribution Standard.
4. Assemble the bare overhead MV structures as well as the Aerial Bundle Conductor LV structures according to the Distribution Standards. Wooden poles of 7m for house connections, 9m for LV reticulation and 11m for MV reticulation shall be used and structures are single-pole street front design. Only LV ABC conductor sizes 35mm²/70mm² 4 core are to be utilized.
5. Assemble and install the MV Links according to CoM Distribution Standards.
6. Run out and string overhead line 70mm² ABC Cable.
7. Install the transformers, including MV Surge Arrestors, LV fuse protection units. Pole mounted shall be 22kV/415V Dyn11 three phase with a capacity of 50kVA, 100kVA and 200kVA. (Also refer to Bill of Quantities)
8. Excavate trenches to a depth of at least 500mm for type 1 MV and LV three point star earth electrodes, install electrodes and backfill and compact on completion.
9. Install pole top distribution boxes complete with one pigtail bolt and one eye nut per distribution box.
10. Connect pole top boxes to LV feeders with phasing.
11. Test and commission infrastructure.
12. Excavate 7m and 9m pole holes where 7m service/shack poles is necessary, erect 7m wooden poles, backfill and compact pole in layers of 300mm.
13. Install keypad of pre-paid SMART meters inside the houses.
14. Install meters in pole top boxes and connect to house distribution board via overhead 10mm² 2 core Airdac, according to CoM Distribution Standards.
15. Test and commission House Connections and issue COC's.
16. Produce as build drawings by a qualified (CoM approved surveyor) complete with a comprehensive Beneficiary data.
17. Signage and pole numbering specification to be requested from Engineer.
18. The work will be taken over by the CoM on completion.

Restrictions in Providing the Works

The Contractor shall visit every resident and arrange access for street front electrification.

The Contractor shall treat residents in a courteous, friendly and polite manner and keep them informed of changes to the required access.

The Contractor shall foster close relationships with recognized community structures.

The Contractor shall ensure that staff other than key Contractor-staff is employed from the local community.

Definition of Completion

The works shall be completed in accordance with the specifications in all respect and taken-over by the Employer and CoM. The cleaning of the site and breaking of camp shall be done within 1 week after Completion

Project Steering Committee

A Project Steering Committee will be constituted by the ward councillor and selected members from his ward committee. The ward councillor will appoint a community liaison officer (CLO). The CLO will assist the engineer and contractor with all liaison required with the community and labour force.

Scope of Mandatory Subcontract Work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Sub-contractors from the local community shall be employed for the following activities (refer to bill of quantities section P: House Connections):

- Overhead connection (Airdac from pole top box to house)

- Install ECU base, fixing rails and plug

- Install 20A ECU (internal ELPU)

- Install 60A ED (no internal ELPU)

- Sealing of meters

- Capture and upload of customer data new & existing

It remains the contractor's responsibility to enter into agreement with these subcontractors, to negotiate payment, guarantees and percentage and duration of the retention kept, strictly in accordance with the CIDB regulations. No direct payments to, or sessions in favour of subcontractors will be entertained. It stays the responsibility of the main contractor.

Material & Equipment Specifications

General

The Contractor shall erect the MV backbone shall consist of Hare aluminium conductor steel reinforced configuration on 11m wooden poles and shall be built to 22kV specifications. The internal MV distribution systems and LV line shall be overhead Cable reticulation systems in accordance with CoM's Electrification Standards (on Wood Structures).

The LV distribution systems shall comprise an aerial bundled conductor (ABC) system, of the supporting core type mounted overhead on either 7m or 9m wooden poles. LV distributor spurs shall extend within a radius of approximately 500m from transformer positions depending on individual voltage drop requirements. LV distributor spurs shall share pole structures with the MV system where these follow parallel routes providing clearance of LV can be achieved.

Transformers shall be of the pole mounted type suitably rated to serve anticipated individual LV distributor loads and shall be of the SABS 780 type. All materials supplied by the Developer shall conform with CoM's Specification standards.

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C.3.5 TESTING AND COMMISSIONING

The complete installation shall be tested and commissioned in the presence of the Engineer or his/her approval.

OTHER SPECIAL CONDITIONS

All contractors must comply with the following Special Conditions of Tender. Failure to adhere, will render your tender non-responsive.

SPECIAL CONDITIONS OF TENDER

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT

The services provider must make use of 100% local unskilled labourers during the construction process, the contractor must accommodate the two interns of CITY OF MBOMBELA with regards to construction management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Employment contracts to be in place and monitored (to ensure minimum wages are paid and UIF, etc. in place) as per GCC.

B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED

Any additional information upon request must be submitted in writing within 48 hours of receipt.

C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER

The service provider must provide the Municipality with a completed list of local labourers to be used, within 14 days after final award of the tender for approval by the Municipality. The aforesaid list must be updated and submitted together with the service providers' progress report and invoice, inclusive of the following details:

- a. Salary / wages spent on local employees versus total wages / salary budget at site
- b. Number of local employees employed versus per total workforce at site
- c. Payments made to the local labourers

Any amendments prior approval from the Municipality. The service provider must provide the Municipality with a certificate confirming payments made to the local labourers. This certificate must be updated and submitted together with the service providers' progress report and invoice.

Payments will be made monthly as per agreed progress schedule. Invoices must be submitted before 12 noon on Wednesdays at City of Mbombela Creditors office, to ensure timeous payment schedule to be agreed during kick-off meeting.

City of Mbombela Electrical Reticulation Standards & Specifications (C4)

Annexure A

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS.3.2 Contractor Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

This contract is to be executed in an area surrounded rural settlements and as such safety will be paramount. Furthermore, all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

PS.3.3 Security

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for **the** erection of a security fence around the site offices.

PS.3.6 Temporary Latrines

The Contractor shall provide sufficient latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

PS.3.7 Moving Existing Services

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified in clause B1202.

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

If so directed by the Engineer, the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

Work required on known services has been tabulated in a services schedule. The schedule must be read in conjunction with the services plans.

All communication by the contractor with the relevant authorities in connection with services must be directed through the Engineer.

PS.3.8 Training

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development. Part D of the Project Specifications deals specifically with matters regarding training, and a payment item for that is included in Clause B 1231 of Part B of the Project Specifications.

PS.3.9 Use of Local Resources

A major objective of this Contract is the optimum use of local resources. One of the methods

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to be adopted to achieve this objective is through the implementation of labour-optimising construction methods. Labour-optimising construction is defined in Clause B 1156 of Part B of the Project Specifications.

PS.3.10 Labour-Optimising Construction Activities

(a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Subclause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

PS.3.11 Restrictions on the Use of Personnel in the Permanent Employ of the Contractor

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce
- (ii) Part D - Provision of structured training

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

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

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

PS.3.12 Community Liaison and Community Relations

In all dealings with the various communities and workers employed from within the communities,

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the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

PS.3.13 Construction Programme

(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form. to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

PS.3.14 Drawings

The drawings do not form part of the tender documents shall be provided when work is being allocated to the winning bidders.

PS.3.15 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate

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independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.3.16 Health and Safety

The Works will be constructed in an area inhabited by people including many children.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

PS.3.17 Management of the Environment

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

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In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

PS.3.18 Climatic Conditions

- *The following are the most reliable climatic information available and shall be used unless other values are mutually agreed upon beforehand:*

| Month | Average Rainfall (mm) | Ave Rain Days (Nn) |
|-------|-----------------------|--------------------|
| JAN | 192.5 | 8 |
| FEB | 153.4 | 7 |
| MAR | 109.5 | 6 |
| APR | 52.4 | 3 |
| MAY | 16.1 | 1 |
| JUN | 7.6 | 1 |
| JUL | 6.7 | 1 |
| AUG | 12.8 | 1 |
| SEP | 24.8 | 2 |
| OCT | 75.1 | 5 |
| NOV | 99.1 | 6 |
| DEC | 145.1 | 8 |
| Total | 895.1 | 49 |

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

PS.3.19 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

- **C3.1.5 TEMPORARY WORKS**

The Employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.

The Contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

The contractor is to ensure that he obtains the necessary wayleaves and departmental approvals prior to commencing with any works within a road reserve or on public property.

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT

- **C3.3 PROCUREMENT**

- **C3.3.1 PREFERENTIAL PROCUREMENT**

- **C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

- **C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

- **C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

- **C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

- **C3.3.2.4 Attendance on subcontractors**

Not applicable.

C3.4: CONSTRUCTION

- **C3.4 CONSTRUCTION**

- **C3.4.1 WORKS SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

- **C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses, the Standardized Specifications allow a choice to be specified in the Specification Data between alternative material or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the Specification Data. It also contains such additional specifications as are required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix "B" followed by a number corresponding to the number of the relevant clause or payment item in the Standardized Specifications. New clauses and payment items not covered by clauses or payment items in the Standardized Specifications if included here are also designated "B", followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

Clauses and pay items referring to labor intensive methods are prefixed by "L" in the project specifications.

(A) SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes
- Requirements regarding the training of labourers and local contractors (LC's).
- The requirements for work to be undertaken by labourers and work to be undertaken by LC's.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The contractor shall provide a quality control file in which he will file all the test results of his quality control tests done.

The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship.

Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

Replace the second paragraph with the following:

"The contractor shall provide and erect, as part of his obligations under section 1300 and on approved locations, contract information sign boards of sound, weatherproof construction, painted by an approved firm of sign writers in accordance with the details shown on the drawings at the following sites:

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of the Bill of Quantities."

(e) Materials on site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site provided that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Add the following to the first paragraph:

'For the purpose of determining tender rates, tenderers must take note that the nominal rates of application and mix proportions as provided for in the specifications, are amended in the project specifications and the tenderer must adjust his tender rates accordingly.'

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

- **Method (ii) (Critical-path method)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as three (3) working days per calendar month." Add the following after the last paragraph:

"Items of work on the critical path of the programme of work which are subject to climatic limitations shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for."

"B1230 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for

the identification of suitable trainees and will attend one of each of the training sessions if applicable.

- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters in writing.
- (xi) All such other duties as agreed upon between all parties concerned.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer with a minimum salary of **R 8,500 per month**.

The CLO shall be paid pro rata for work done over a calendar month.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a six months basis, but with the option of renewal.

B1231 SUBCONTRACTORS

In addition to the provisions of clause 6 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1232 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

B1233 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply with the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health

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and safety aspects at the borrow pits.

- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of a 1.8 m high security fence around the borrow pit and security guards.

B1234 DAYWORK

This section is applicable to work in terms of Clause 37(2) of the General Conditions of Contract and on the written instruction of the Employer’s Agent.

B1235 MEASUREMENT AND PAYMENT

Add the following items:

“ITEM UNIT

Provisional Sums

B12.01 For Work to be executed by the Employer or a nominated sub-contractor.

- (a) Remuneration of Community Liaison Officer (CLO)..... Prov Sum
- (b) Remuneration of Community Environmental Officer (ECO) Prov Sum
- (c) Remuneration of OHS Agent..... Prov Sum
- (d) Remuneration of Social Facilitator Prov Sum
- (e) Supervision for duration of construction for EngineerProv Sum
- (f) Handling cost and profit in respect of sub item B12.01 (a) and (d) %

Payment will be done in accordance with Clause 45 of the GCC.

B12.03 Prime Cost Items

- (a) Acceptance control testing required by Engineer..... PC Sum
- (b) Royalties to traditional leader for borrow materials..... PC Sum
- (c) SANAS accredited soils laboratory for daily quality tests..... PC Sum
- (d) Independent registered surveyor to do control testing on levels and points surveyed and pegged by contractor..... PC Sum
- (e) Mine Health and Safety

B12.04 Mine Health and Safety obligations Month

B12.05 Special information signsPC Sum

B12.06 Provision of fencing and security guards PC Sum

Payment of the rate per month for sub-item B12.03(e)(i) shall include full compensation for all the contractor’s obligations relevant to the Mine Health and Safety Act.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

B12.07 Employment of a Graduate Student in training

- (a) **Payment of Salary of the Graduate Student in Training.....Prov Sum**
- (b) **Handling cost and profit in respect of sub item B12.05 (a)... .. %**

Payment will be done in accordance with Clause 45 of the GCC.

B12.08 Accredited Training

- (a) **Provisional Sum for training allowance to targeted labour**

- undergoing training (i) **Technical skillsNo**
- (ii) **Generic skills No**
- (iii) **Entrepreneurial skills... ..No**
- (iv) **Remuneration of workers undergoing technical skills training..... No**
- (v) **Training Venue... .. No**

- (b) **Handling cost and profit in respect of sub item B12.06 (a)... ..%**

Payment will be done in accordance with Clause 45 of the GCC.

(B) SECTION 1300: CONTRACTOR’S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

- (a) **Camps, constructional plant and testing facilities**

Add the following after the first paragraph of sub-clause 1302(a) of the Specifications:

“No specific land has been made available for the camp and offices and the contractor shall make his own arrangements concerning a suitable site and location, as well as the provision of water, electricity and other services for the campsite.”

The following new sub items shall be added after sub-clause 1302(c) of the Specifications:

- (d) **Housing**

The contractor shall not erect any housing on the site of the works. The contractor shall make all the necessary arrangements for

accommodation of his personnel in approved areas.

(e) Services

The contractor shall at his own expense, make the necessary connections to any utility services required by him for the execution of the works.

(f) Sanitation

The contractor shall provide suitable sanitary arrangements for his staff at his campsite. If outside toilets are provided, they shall be of a neat construction and shall be provided with doors and locks. They shall be to the satisfaction of the engineer and the Local Authorities.

The contractor shall provide at each work site at least one portable chemical toilet for use by 30 construction workers. The toilets shall be serviced daily and maintained in good condition.

The contractor shall be responsible for providing all necessary services to keep the toilets for himself, the engineer and the sub-contractors and the site in a clean, neat and hygienic condition, including the cost of refuse removal and disposal from the site and from all accommodation provided by him.

If the contractor fails to provide and / or maintain all site sanitation facilities in a clean and hygienic condition the engineer may order the contractor to suspend any or all work on the site until the requirements of the specifications are met. No payment shall be made for any delays or disruption of the Works caused thereby nor shall extensions of time be granted for such delays.

On completion of the Contract, the contractor shall remove the sanitation system and reinstate the area to the satisfaction of the engineer. No separate payment will be made for this work and the contractor shall allow for this in his tendered rates for establishment.

(g) Security

The contractor shall provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as agreed with the engineer.

All costs in connection with the provision of security shall be allowed for by the contractor in his tendered rates for establishment on site.

(h) Environmental Protection

Construction will take place within the existing road reserve and every precaution must be taken to protect the established vegetation and

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roadside facilities. It is therefore essential that the engineer be continually consulted throughout the contract period to ensure that environmental considerations are satisfied as specified in the contract document.

Failure to show adequate consideration to the environmental aspects of this Contract will be sufficient for the engineer to have the contractor's representative and/or any other contractor's employee(s) removed from the site in terms of clause 21 of the general conditions of contract."

B1301 PAYMENT

Add the following at the end of Item 13.01(1).

" ...and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

B1303 PAYMENT

Add the following sub-paragraph after (3) in the seventh paragraph: "(4) The time-related obligations will be paid on a monthly basis." Add the following to this specification:

"The combined total tendered for sub-items 13.01(a), (b) and (c) shall not exceed 15% of the tender sum excluding VAT. If the Tenderer should tender a higher amount for this item, it shall be reduced to the amount allowed above and the balance will be paid in two equal payments as follows:

- 50% when the work is 50% complete
- 50% when all the work has been completed.

Add the following items:

| 'ITEM | UNIT |
|---|-------------|
| B13.01 Contractor's general obligations | |
| d) Occupational Health and Safety Requirements | Sum |
| e) Environmental Management Plan Requirements | Sum |
| f) Management of all local sub-contractors for the duration of the contract | Sum |

Payment for items (d) and (e) will be done for complying with all the

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OH&S requirements and all the EMP requirements in terms of the relevant Acts from the onset of the Contract until completion.

The rate shall include for all expenses incurred by the Contractor and no additional payments will be made whatsoever in this regard.”

Add the following at the end of this pay item:

“The amount payable to the contractor for time related costs arising from extension of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of clause 42 of the general conditions of contract, shall be calculated as follows:

- (i) Account shall be taken of all time related items scheduled in Sections 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 23 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

13.01 Contractor’s general obligations

f) Management of all local sub-contractors for the duration of the contractSum

Payment for items (d) and (e) will be done for complying with all the OH&S requirements and all the EMP requirements in terms of the relevant Acts from the onset of the Contract until completion.

The rate shall include for all expenses incurred by the Contractor and no additional payments will be made whatsoever in this regard.”

Add the following at the end of this pay item:

“The amount payable to the contractor for time related costs arising from extension of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of clause 42 of the general conditions of contract, shall be calculated as follows:

- (i) Account shall be taken of all time related items scheduled in Sections 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 23 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

B13.03(a) Contractors time related obligation in OHS:

All staff and compliance in respect of occupational health and safety Act, construction

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regulations and **COVID-19 (C19 OHS), 2020** will be paid by the contractor Months

B13.03(b) Contractors time related obligation EMP:

All staff and compliance in respect of Environmental Management Plan regulation will be paid by the contractor Months

B13.04 Relocation and/or protection of existing services:

(a) By the contractor

Payment of the item will be based on actual length of relocation and or Protection of Services Including equipment to carry out the required relocation and/or protection of services.

Any materials to be used must be approved by the Engineer on site.

(b) By the service provider (provisional Sum)

Invoice of nominated and approved service provider will be certified for payment after work done. Contractor will claim handling fee under item B13.02 (c).

(c) Handling cost in respect of B13.05 (b) %

B13.05 Information Board
Supply, transport to site and erect contract signboard Number (No.)
as indicated on drawing.

B13.06 Hand excavation to determine the position of existing
service in soft material m³

Payment for excavation in soft material by hand as directed By Engineer on site

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

(a) **Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

□ **AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

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

in his capacity as:

..... duly

authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's

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CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

□ **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

• **Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:.....*Yes / No
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:.....*Yes / No
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:*Yes / No

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

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

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---|
| | |
| | |
| | |
| | |
| | |

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

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□ **PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

• **NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

(b) Name and tel. pf principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client :

(b) Name and tel. no of clients contact person or agent:

4 (a) Name and postal address of designer (s) for the project:

(b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name/s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

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8. Nature of the construction work:

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

9. Expected commencement date:

.....

10. Expected completion date:

.....

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

.....

13. Name (s) of contractors already selected.

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

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

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