

BLUE CRANE ROUTE MUNICIPALITY



**PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT
TURNKEY CONTRACTOR (ENGINEERING, PROCUREMENT AND CONSTRUCT)**

CLOSING DATE: 6 DECEMBER 2024 CLOSING TIME: 12:00

TENDER NUMBER T45/2024

NAME OF BIDDER*

.....

ADDRESS*

.....

.....

.....

.....

.....

TEL NUMBER*

.....

FAX NUMBER*

.....

EMAIL ADDRESS*

.....

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Blue Crane Route Municipality
PO Box 21
Somerset East
5850

TENDER NO: T45/2024

**PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA
(120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR
(ENGINEERING, PROCUREMENT AND CONSTRUCT)**

TABLE OF CONTENTS

		PAGE
THE TENDER		
PART T1	TENDERING PROCEDURES	T1.0
T1.1	TENDER NOTICE AND INVITATION TO TENDER (MBD 1)	T1.2
	TENDER SECURITY	T1.11
	LOCALITY PLAN	T1.15
T1.2	TENDER DATA	T1.17
PART T2	RETURNABLE DOCUMENTS	T2.0
T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1
T2.2	RETURNABLE DOCUMENTS	T2.2
THE CONTRACT		
PART C1	AGREEMENTS AND CONTRACT DATA	C1.0
C1.1	CONDITIONS OF CONTRACT	C1.2
C1.2	CONTRACT DATA	C1.3
C1.3	FORM OF OFFER AND ACCEPTANCE	C1.23
C1.4	PERFORMANCE GUARANTEE	C1.29
C1.5	AGREEMENT IN TERMS OF THE OHSA NO 85 OF 1993	C1.33
C1.6	RETENTION MONEY GUARANTEE	C1.36
PART C2	PRICING DATA	C2.0
C2.1	PRICING INSTRUCTIONS	C2.1
C2.2	BILL OF QUANTITIES	C2.3
PART C3	SCOPE OF WORK	C3.0
C3.1	DESCRIPTION OF THE WORK	C3.1
C3.2	ANNEXURE A - GENERAL SPECIFICATIONS	C3.4
C3.3	ANNEXURE B - PARTICULAR SPECIFICATIONS	C3.6
PART C4	SITE INFORMATION	C4.0
C4.1	ENVIRONMENTAL MANAGEMENT PLAN	C4.1
C4.2	RAINFALL RECORDS	C4.2
PART C5	DRAWINGS	C5.0
C5.1	TENDER DRAWINGS	C5.1

TENDER NO: T45/2024

**PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA
(120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR
(ENGINEERING, PROCUREMENT AND CONSTRUCT)**

to be provided to:

The Municipal Manager
Blue Crane Route Municipality
KwaNojoli Town Hall
67 KwaNojoli Street
Nojoli
5850

(hereinafter called "the Employer") and

Whereas

(hereinafter called "the Tenderer")

has been invited by the **Blue Crane Route Municipality (BCRM)** to submit a tender for the execution of **Contract No. T45/2024 - PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR (ENGINEERING, PROCUREMENT AND CONSTRUCT)** (hereinafter called "the Works") and to submit the same for consideration of the Employer.

And whereas the Tenderer proposes to submit to the Employer a tender (hereinafter called "the Tender") in accordance with such invitation;

We, the undersigned

..... and

(Name 1)

(Name 2)

acting herein in our respective capacities as

..... and

(Position 1)

(Position 2)

Of

(Bank/Financial Institution)

(hereinafter called "the Bank/Financial Institution") and being duly authorised to sign and incur EPC Tender

obligations in the name of the Bank/Financial Institution under and in terms of a Resolution of the Board of Directors of the Bank/Financial Institution, a notarised certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank/Financial Institution that:

1. The Bank/Financial Institution will:
 - 1.1 Pay to the Employer within 28 days of receipt of the Employer's first written demand and without proof of any breach of the Tender conditions by the Tenderer an amount not exceeding the sum of R300 000-00 (Three Hundred Thousand Rand); and
 - 1.2 Make such payment to the Employer at an address designated by the Employer for this purpose.

2. If the Tender is either:
 - 2.1 Accepted by the Employer within 90 days from the date fixed for the receipt of the Tender or within such extended duration as may be agreed in writing between the Tenderer, the Bank/Financial Institution and the Employer, and the Tenderer has provided a Performance Security in accordance with its undertaking in Clause 4.2 of the Conditions of Contract respectively; or
 - 2.2 Not accepted by the Employer within 90 days from the date fixed for the receipt of the Tender or within such extended duration as may be agreed in writing between the Tenderer, the Bank/Financial Institution and the Employer, or if before the expiration of that period of 90 days or such extended duration, a tender from another person for the execution of the works shall have been accepted by the Employer, then this Guarantee shall become null and void.

3. The demand for payment together with this guarantee shall constitute conclusive proof of the Bank/Financial Institution's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank/Financial Institution in any Court of Law having jurisdiction.

4. Neither the failure of the Employer to enforce strict or substantial compliance by the Tenderer with his obligations nor any act, conduct, or omission by the Employer will discharge the Bank/Financial Institution from any liability under this guarantee.

5. The guarantee shall:
 - 5.1 Exist independently of any contract (or any amendment, variation or novation thereof) between the Tenderer and the Employer;
 - 5.2 Be returned to the Tenderer on expiry or on its becoming null and void in accordance with Clause 2 above;
 - 5.3 Not be ceded or assigned by the Employer, or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring or encumbering or alienating the Employer's rights hereunder; and
 - 5.4 Are deemed to have been made in Republic of South Africa and to be governed and construed by and in accordance with the laws of the Republic of South Africa to the jurisdiction of whose Court the Bank/Financial Institution irrevocably submits itself. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Employer to take proceedings against the Bank/Financial Institution in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions against the Bank/Financial Institution preclude the taking of proceedings against the Bank/Financial Institution in any other jurisdiction whether concurrently or not.

6. The Bank / Financial Institution having no presence within the jurisdiction of the South Africa Court hereby agrees that service on its correspondent Bank/Financial Institution
..... (insert name of Bank / Financial Institution at an address in South Africa) shall constitute effective service on the Bank / Financial Institution.

SIGNED ON THIS DAY OF..... 20.....

AT
(Place)

..... and
(Signature 1) (Signature 2)

AS WITNESSES:

1.2.

Attachment: Resolution of Board of Directors (Certified Copy)

LOCALITY PLAN

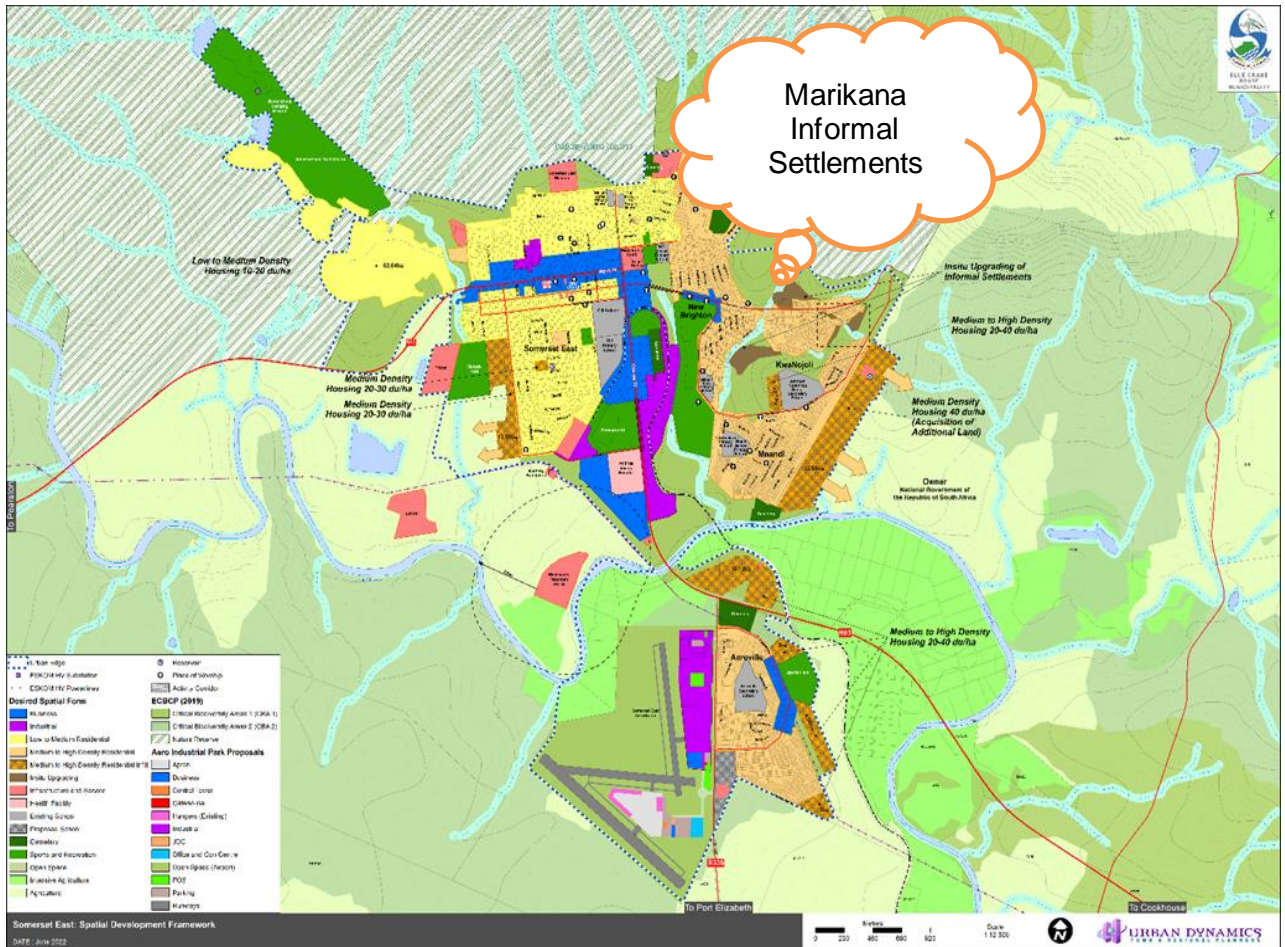


Figure 1.4.1: Location of Marikana Informal Settlement showing surrounding areas

TENDER NO: T45/2024

**Turnkey Contractor (Engineering Procurement and construct) for Provision of
Interim Electrical Services for Marikana (120) Informal Settlement
Turnkey contractor (Engineer, Procure and Construct)**

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to

tenderT1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
 Part 1 – Data by the *Employer*
 Part 2 – Data by the *Contractor*

Part C3: Scope of work

C3 Scope of work

Part C4: Site Information

C4 Site Information

Blue Crane Route Municipality(BCRM)

TENDER NO: T45/2024

T1.1 Tender Notice and Invitation to Tender

The Blue Crane Route Municipality(BCRM) invites tenders, experienced in Engineer, Procure and Construct (EPC) contract for Turnkey Contractor (Engineering Procurement and construct) for Provision of Interim Electrical Services for Marikana (120) Informal Settlement - . The duration of the project is 3 months inclusive of design and construction works

It is estimated that the tenderers must have CIDB contractor grading designations from 4 PE or Higher

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 08 August 2019.

It is a responsibility of the bidder to make sure that all the returnable documents and schedules as indicated in section Part T2 Returnable documents are up to date when submitting the bid.

The tenders will be evaluated for functionality, price and preference. Evaluation for preference and price will be 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for Specific goals.

Functionality	
Key Personnel	30
Methodology	20
Equipment	10
Company Experience	40
	100

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Ms Thembakazi Mapekula 042 243 6487 tmapekula@bcmr.gov.za	Mr V.Appolis Telephone: 042 243 6400 appolisv@bcmr.gov.za

A compulsory Clarification Meeting with representatives of the Employer will be held on **26 November 2024** starting at 10H00. 67 KwaNojoli Street Town Hall

The closing time for receipt of tenders is **12:00 pm** on the **06 December 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders must only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

**The Municipal Manager
Blue Crane Route Municipality**

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.

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

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.

EVALUATION CRITERIA

Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2022, using 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and a maximum of 20 points will be awarded for specific goals. Bids received will be evaluated on the four (4) phases namely **Mandatory requirements, Administrative Compliance, Technical Evaluation, Price and Preference Points Claimed.**

Phase 1: Mandatory requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below

No	Criteria	Yes	No
1	Attendance of compulsory briefing session (Certificate of Attendance)		
2	Proof of registration with CIDB grading with a grading of 4 EP or higher		

Phase 2: Administrative Compliance:

Bidders are required to comply with the following listed below

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database. Provide MAAA number on MBD1		
2	Tax compliance status pin code (to be verified through CSD or SARS)		
3	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from "Federated Employers Mutual Assurance (FEMA) and Compensation Fund "Department of Labour		
4	The bid must be signed by a director of the company or a duly authorised person, and proof of such authority must be submitted with the bid.		
6	Complete, sign and submit MBD 1, MBD 3.1, MBD 4, MBD 6.1, MBD 7, MBD 8 and MBD 9		

Phase 3: Technical Evaluation

Important: These Technical Evaluation Criteria will be used by the Evaluator to score Tenderers.

Only tenderers who score a minimum of 70 points for technical ability will be evaluated further on the basis of Price and Preference

Table 1: Technical Evaluation Criteria

1	Criteria no.1 – KEY PERSONNEL FOR PROFESSIONAL SERVICES	Total Points Allocation
1.1.1	<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>Must be registered with ECSA(Pr Eng) and have a minimum of 3 years relevant experience post registration and:</p> <p>2years experience or more – 10 points less than 3 years experience – 0 points</p> <p>Proof of ECSA registration and a CV indicating years of experience must be attached.</p>	10
1.2	KEY PERSONNEL: CONSTRUCTION	
1.2.1	<p>CONTRACTS MANAGER</p> <p>Must have Btech or NQF level 7 in Electrical Engineering with a minimum 5 years experience as a contracts manager.</p> <p>5years experience or more – 10 points Less than 5 years experience – 0 points.</p> <p>Certified copy of qualification and a CV indicating years of experience must be attached.</p>	10
1.2.2	<p>CONSTRUCTION MANAGER (SENIOR SITEAGENT)</p> <p>Must have Diploma or NQF level 6 in Electrical Engineering with a minimum of 5 years experience as a construction manager (Site agent)</p> <p>5years experience or more – 10 points Less than 5 years experience – 0 points.</p> <p>Certified copy of qualification and a CV indicating years of experience must be attached.</p>	10
2	Criteria no.2 – Methodology	
	<p>Proposed Approach and Methodology must include the following:</p> <p>Covering the whole project Lifecycle and meet all the technical and legal requirements (level of detail asper ECSA and BCRM standards and policies):</p> <ul style="list-style-type: none"> • Project Approach • Relevant specialist's studies 	20

	<ul style="list-style-type: none"> • Preliminary design • Detailed Design Development • Design documentation • Contract administration and execution of works <p>Performance indicators reporting</p> <ul style="list-style-type: none"> • Management of quality • Management of time, (Programme of Works) • Management of budget (Cash Flow) • Construction regulations to OHS act • Environmental management and compliance • Subcontractor development and training • Handover <p>Close-out</p> <p>Detailed methodology that is aligned to the scope of work and covers all 15 elements = 20</p> <p>No submission or irrelevant information provided = 0</p>	
3	Criteria no.3 – EQUIPMENT CAPABILITIES	
	<p>Capability to meet the construction equipment and facilities requirements for a project of this size and nature.</p> <p>Minimum equipment required</p> <ul style="list-style-type: none"> • Cherry Picker • Crane Truck • TLB • Jack Hammer <p>Tenderer must submit proof of ownership from the Department of Transport or a agreement letter from the plant hire with a letterhead and company stamp for all equipment required.</p> <p>No proof of ownership or an agreement letter for all the equipment the tenderer will be rendered zero (0) points.</p>	10
4.1	EXPERIENCE OF A TENDERER: PROFESSIONAL SERVICES	20
4.1.1	<p>ELECTRICAL ENGINEERING EXPERIENCE</p> <p>Professional service provider must have an experience in housing electrification projects (provide contactable reference letters).</p> <p>5 or more reference letters – 20 points 4 reference letters – 15 points 3 reference letters – 10 Points Less than 3 reference letters – 0 points</p>	

4.2	EXPERIENCE OF A TENDERER: ELECTRICAL CONSTRUCTION	20
4.2.1	<p>ELECTRICAL CONSTRUCTION EXPERIENCE</p> <p>A contractor must have completed at least a maximum of 5 housing electrification projects (provide final completion certificates)</p> <p>5 or more final completion certificates – 20 points 4 final completion certificates – 15 points 3 final completion certificates – 10 points Less than 3 final completion certificates – 0 points</p>	
	GRAND TOTAL	100

C.1.1	The employer is the Blue Crane Route Municipality
C.1.2	The tender documents issued by the employer comprise the documents listed on the contents page
C.1.4	<p>The employer's agent is:</p> <p>Name: Technical Directorate: Infrastructure Development – Blue Crane Route Municipality</p> <p>Physical Address: 1 Hospital Road, Nojoli, 5850</p> <p>Telephone: 042 243 6400</p> <p>Email: appolisv@bcm.gov.za</p>
C.1.4	The language for communications is English

C.2.1	<p>Only those tenderers who are registered (as “Active”) with the CIDB, 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 4EP & higher class of construction work, or higher, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none">(a) Every member of the joint venture is registered (as “Active”) with the CIDB.(b) The lead partner has a contractor grading designation in the 4 EP and Higher class of construction work and has a grading designation of not lower than one level below the required grading designation.(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB and higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in GN 43495 of 3 July 2020).</p>
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C.2.7	<p>Compulsory Briefing Session and Site Inspection:</p> <p>Venue: 67 Nojoli Street, KwaNojoli/ Somerset East, Town Hall</p> <p>Date: 26 November2024 Time: 10H00</p> <p>Following an initial briefing to be held at Town Hall in KwaNojoli, the proceedings will move to the Marikana Location for site visit. Prospective bidders shall be present for the full duration of the tender briefing and site visit . Bidders are accordingly advised to arrive early.</p> <p>All prospective Tenderers will be expected to provide their own transport to the site.</p>
C.2.12	No alternative tender offers will be considered
C.2.13. 5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: 67 Nojoli Street,Town Hall, Somerset East ,5850</p>
C.2.15	Tenderers should ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data.

C.2.13. 5	Tender documents shall be submitted Sealed, the original and each copy of the tender document as separate packages marking the packages as "ORIGINAL" and "COPY".
C.2.13.	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause C.2.1.:</p> <p>(a) All declaration pages fully completed signed and submitted.</p> <p>(b) The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</p> <p>(c) None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory</p> <p>(d) The tender documents issued by BCRM are not tampered with and the content remains unchanged.</p> <p>(e) Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors).</p> <p>(f) 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;</p> <p>(g) The tenderer has not:</p> <ul style="list-style-type: none"> • Abused the Employer's Supply Chain Management System; or • Failed to perform on any previous contract and has been given a written notice to this effect; <p>(h) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>(i) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>(j) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
C.13.7	Seal the original tender document and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13. 9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.3.4.1	Tenders will be opened immediately in the presence of tenderers who choose to attend at the time and place stated in the tender data.
C.2.16	The tender offer validity period is 90 days exclusive of closing date.
C.3.1.1	The employer will respond to requests for clarification received up to 5 working days before the tender closing time.

C.3.2	The employer shall issue addenda until 3 working days before tender closing time.
C.1.5	The employer reserve the right to cancel the tender
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
C.3.11	<p>The procedure for the evaluation of responsive tenders is two methods of preference point system. One method will apply to scope of work that is less than R50,000,000 and the other method will apply to scope of work that is more than R50,000,000.</p> <p>The 80/20 preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers has a value that equals or is less than R50,000,000.</p> <p>The 90/10 preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R50, 000,000.</p>
C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) 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; d) the tenderer has not: <ol 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; and e) 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.

STANDARD CONDITIONS OF TENDER

The conditions of contract for EPC/Turnkey Projects, 2nd Edition 2017.

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

FORMS REQUIRED FOR TENDER EVALUATION

A	CERTIFICATE OF ATTENDANCE.....	T2.4
B	INDEMNITY FORM	T2.5
C	CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB	T2.6
D	CERTIFICATE OF GOOD STANDING WITH WORKMAN COMPENSATION COMMISSIONER (COIDA).....	T2.7
E		
F	CERTIFICATE OF AUTHORITY.....	T2.9
G	KEY PERSONNEL	T2.11
H	SCHEDULE OF PLANT AND EQUIPMENT	T2.12
I	EXPERIENCE OF TENDERER	T2.13
J	TECHNICAL PROPOSAL	T2.14
K	STATUS OF CONCERN SUBMITTING THE TENDER	T2.15
L	TAX COMPLIANT WITH SARS.....	T2.16
M	CERTIFICATE OF NON-COLLUSIVE TENDER	T2.17
N	BRIBERY AND CORRUPTION DECLARATION.....	T2.18
O	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T2.19
P	FORM OF INTENT TO PROVIDE A PERFORMANCE SECURITY.....	T2.20
Q	CERTIFICATE OF AUTHORITY FOR JOINT VENTURE	T2.21

MBD FORMS

MBD 1	INVITATION TO BID	T2.22
MBD 4	DECLARATION OF INTEREST	T2.23
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	T2.24M
	B	
MBD 8	
MBD 9	

T2.2 RETURNABLE DOCUMENTS

GENERAL

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection because the tender is not responsive.

A CERTIFICATE OF ATTENDANCE AT TENDER BRIEFING AND SITE INSPECTION

TENDER NO: T45/2024

This is to certify that (*tenderer*)

.....
.....

.... of (*address*)

.....
.....

was represented by the person named below at the compulsory tender site inspection at the **Town Hall in KwaNojoli** at **10H00 on the 26 November 2024**

I acknowledge that the purpose of the meeting was to acquaint myself with the site conditions, scope of works, available site facilities in order for me to take account of everything necessary to compile a responsive bid, prepare methods a tender programme and to price realistic rates in the tender.

Particulars of person attending Tender Briefing:

Name:
Signature:.....

Capacity:

Particulars of person attending Site Inspection:

Name:
Signature:.....

Capacity:

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

Name: Signature: ...
.....

Capacity:.....Date and
Time:.....

B INDEMNITY FORM FOR SITE VISIT MEETING

**TENDER NO: T45/2024
INDEMNITY FORM -
INDIVIDUAL TO WHOM IT
MAY CONCERN**

The following persons will attend the compulsory site inspection to tender for Tender No: T45/2024 - Turnkey Contractor (Engineering Procurement and construct) for Provision of Interim Electrical Services for Marikana (120 House holds) Informal Settlement - Turnkey Contractor (Engineer, Procure and Construct).

(Name) (ID)..... (Signature)
.....

(Name) (ID)..... (Signature)
.....

(Name) (ID)..... (Signature)
.....

(Name) (ID)..... (Signature)
.....

They will act as representatives of the Tenderer,

.....
.....
(Name of Tenderer)

Of

.....
.....
(Address of Tenderer)

(hereinafter called "the Tenderer"). The Tenderer hereby indemnifies the Employer and its personnel, contractors and agents from and against all liability in respect of their entering into and being conveyed by any vehicle airborne or otherwise and entering upon any premises or lands and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs, and expenses however caused, which, but for the Employer's permission for the Tenderer to exercise the right to enter and be conveyed by any vehicle or otherwise or enter such premises or lands, would not have arisen and whether or not caused by the negligence of the Employer.

Signed on thisday of20.....

At

.....
(Place)

c CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

D CERTIFICATE OF GOOD STANDING WITH WORKMAN COMPENSATION COMMISSIONER (COIDA)

Tenderer to attach Certificate of Good Standing with Workman's Compensation Commissioner. A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 either from "Federated Employers Mutual Assurance (FEMA) and Compensation Fund "Department of Labour". Validity of certificate will be verified online.

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for Companies, Partnerships or Close Corporations must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. An example is shown below for a Company:

"By resolution of the Board of Directors at a meeting on..... 20..... at

Mr/Ms.....

whose signature appears below, has been duly authorised to sign all documents in connection with this Tender for **Tender no T45/2024** and any contract which may arise there from, on behalf of *(company, block capitals)*

SIGNATURE OF RESPONSIBLE PERSON OF COMPANY:

.....

IN HIS CAPACITY AS:

.....

DATE:

.....
.....

SIGNATURE OF SIGNATORY AUTHORISED TO SIGN ON BEHALF OF COMPANY:

.....

WITNESSES: .

.....

(NOTE: This is a typical example of an authority for signature. Signatures of both Responsible Person and authorised Signatory are required on the certificate provided by the Tenderer)

H. KEY PERSONNEL

This Schedule shall form part of the Technical Evaluation

Registered Professional Engineer	
Contracts Manager	
Construction Manager (Senior Site Agent)	

THE CONTRACT

C1 AGREEMENTS AND CONTRACT DATA

C1.1 CONDITIONS OF CONTRACT

C1.2 CONTRACT DATA

C1.3 FORM OF OFFER AND ACCEPTANCE

C1.4 PERFORMANCE SECURITY

C1.5 AGREEMENT IN TERMS OF THE OHSА No 85 OF 1993

C1.6 RETENTION MONEY GUARANTEE

C1 AGREEMENTS AND CONTRACT DATA

PAGE C1.1

CONDITIONS OF CONTRACT C1.2

C1.2	CONTRACT DATA	C1.3
C1.3	FORM OF OFFER AND ACCEPTANCE.....	C1.23
C1.4	PERFORMANCE SECURITY.....	C1.29
C1.5	AGREEMENT IN TERMS OF THE OHSA No 85 OF 1993.....	C1.33
C1.6	RETENTION MONEY GUARANTEE	C1.36

C1.1 CONDITIONS OF CONTRACT

C1.1.1: CONDITIONS OF CONTRACT

C1.1.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the 'FIDIC Silver Book – A companion to the 2017 EPC/Turnkey Contract', issued by the Institution of Civil Engineers (ICE) (abbreviated title: 'FIDIC SILVER BOOK 2017').

It is agreed that the only variations from the FIDIC SILVER BOOK 2017 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.1.1.2 SPECIAL CONDITIONS OF CONTRACT

GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the FIDIC SILVER BOOK 2017 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the FIDIC SILVER BOOK 2017, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the FIDIC SILVER BOOK 2017, and an appropriate heading.

C1.1.1.2.2 AMENDMENTS TO THE FIDIC SILVER BOOK 2017

SCC 6.2 Rates of wages and Conditions of Labour

Add the following to Clause 6.2:

"The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data."

SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 15."

SCC 10.1 Taking Over the Works and Sections

Add the following to Clause 10.1:

"The use of any completed structures or parts of the Works, whether for unhindered use by the public or for accommodating BCRM staff, while other parts are being constructed, shall not constitute occupation of the Works by the Employer."

C1.2.2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>1.</p> <p>1.1.24</p> <p>1.1.21</p> <p>1.1.10</p> <p>1.1.27</p>	<p>GENERAL</p> <p>The Defects Notification Period (DNP) is 12 months.</p> <p>The estimated Total project duration is 3 months.</p> <p>Pricing Strategy: The Contract is to be a Rate based</p> <p>Contract. Name of Employer: Blue Crane Route</p> <p>Municipality Address of Employer:</p> <p>Physical address: The Municipal Manager 67 Nojoli Street Somerset East 5850</p> <p>Postal address: The Municipal Manager 67 Nojoli Street Somerset East 5850</p>
<p>3.</p> <p>3.1</p>	<p>THE EMPLOYER'S ADMINISTRATION</p> <p>Technical Directorate: Infrastructure DevelopmentBlue Crane Route Municipality 1 Hospital Road</p> <p>Attention: Vuyani Appolis</p> <p>e-mail address: appolisv@bcrm.gov.za</p> <p>Contact numbers: 042 243 6400</p>
<p>4.</p> <p>SCC 4.1</p>	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.</p>

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
SCC 4.1	The Contractor and his subcontractors shall be registered with the Bargaining Council for the Electrical Engineering Industry and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Electrical Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour.
<p data-bbox="193 517 416 607">8. SCC 8.1</p> <p data-bbox="193 904 416 949">C 4.5</p> <p data-bbox="193 1055 416 1099">10.1</p>	<p data-bbox="416 517 1444 562">TIME AND RELATED MATTERS</p> <p data-bbox="416 573 1444 674">The date of commencement of the project shall be within 5 days after the Award Date. The non-working days are Sundays.</p> <p data-bbox="416 685 1444 730">The special non-working days are:</p> <ul style="list-style-type: none"> <li data-bbox="416 730 1444 763">(i) the statutory public holidays in terms of the Public Holidays Act; <li data-bbox="416 763 1444 797">(ii) the foreseeable election days declared as a statutory public holiday; <p data-bbox="416 797 1444 819">and</p> <ul style="list-style-type: none"> <li data-bbox="416 819 1444 887">(iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Electrical Engineering Industry. <p data-bbox="416 909 1444 1055">The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R5 000,00 per day).</p> <p data-bbox="416 1088 1444 1178">The requirements for achieving Taking Over Certificate are as clause 10.1 of FIDIC Silver Book.</p> <p data-bbox="416 1211 1444 1245">The bidder shall submit the following:</p> <ul style="list-style-type: none"> <li data-bbox="416 1267 1444 1301">(i) evidence that the local labour has been paid, <li data-bbox="416 1301 1444 1335">(ii) as-built drawings and records. <li data-bbox="416 1335 1444 1402">(iii) Design, documentation, and specialist studies work carried out during the duration of the project.
<p data-bbox="193 1498 416 1543">14. SCC 19.1 & 19.2</p> <p data-bbox="193 1659 416 1704">SCC 14.9</p>	<p data-bbox="416 1498 1444 1543">PAYMENT AND RELATED MATTERS</p> <p data-bbox="416 1554 1444 1655">The security to be provided by the Contractor shall be, but not limited to, all necessary insurances as detailed in clause 19.1 and 19.2 of FIDIC Silver book:</p> <p data-bbox="416 1666 1444 1767">The percentage retention on the amounts due to the Contractor is 10%. A retention guarantee in lieu of a cash retention is permitted.</p>
<p data-bbox="193 1816 416 1861">19. SCC 19.2</p>	<p data-bbox="416 1816 1444 1861">RISKS AND RELATED MATTERS</p> <p data-bbox="416 1872 1444 1951">All insurances, sureties, and professional indemnities to be provided by the bidder.</p> <p data-bbox="416 1962 1444 2045">The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.</p>

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
20. SCC 20.1 & 20.2	CLAIMS AND DISPUTES Disputes shall be referred to ad-hoc adjudication. Adjudication's ruling shall be final and binding on both parties.
	DATA WITH REFERENCE TO C3.3 PARTICULAR SPECIFICATIONS

C1.2.3: DATA PROVIDED BY THE BIDDER

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE BIDDER										
<p>1.</p> <p>1.1.11</p>	<p>GENERAL</p> <p>Name of Bidder:</p> <p>.....</p> <p>Address of Bidder</p> <table data-bbox="470 649 1420 929"> <tr> <td data-bbox="470 649 949 683"><u>Physical:</u></td> <td data-bbox="949 649 1420 683"><u>Postal:</u></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>
<u>Physical:</u>	<u>Postal:</u>										
.....										
.....										
.....										
.....										
	<p>Signed on behalf of Tenderer:</p>										

C1.3 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

The Form of Offer (Offer by Tenderer) MUST be completed and signed by all tenderers. Failure to properly complete and sign the Tender form will lead to disqualification of the tender.

The Acceptance form will be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

C1.3 FORM OF OFFER AND ACCEPTANCE

TENDER NO. T45/2024

for the **PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR (ENGINEERING, PROCURE AND CONSTRUCT)**

To **THE BLUE CRANE ROUTE MUNICIPALITY(BCRM)**
OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER NO T45/2024 PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR (ENGINEERING, PROCURE AND CONSTRUCT)

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....
..... Rand

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

.....
.....

Witness:

Signature :

Name :

Date:

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 T1 Tendering Procedures
- Part T2 Returnable Documents and Schedules
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information
- Part C5 Drawings

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of 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 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:

Name:

Capacity:

Name and address of organisation:

Witness:

Signature :.....

Name :.....

Date:

SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject
	Details
2	Subject
	Details
3	Subject
	Details
4	Subject
	Details
5	Subject
	Details
6	Subject
	Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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**

Name and address of organisation:

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

For the Employer:

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

Name and address of organisation:

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

..... **Witness signature**

..... **Witness name**

..... **Date**

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of the Agreement, including the Schedule of Deviations (if any) today:

the(day) of(month) 20.....(year) at(place)

For the Contractor:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.4 PERFORMANCE GAURANTEE

C1.4 PERFORMANCE GAURANTEE

CONTRACT NO. T45/2024

**PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT
TURNKEY CONTRACTOR (ENGINEERING, PROCURE AND CONSTRUCT)**

PERFORMANCEGUARANTEE (PRO FORM)

For use with the FIDIC Silver Book 2017

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:

Type of Performance Guarantee:

"Expire 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.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:
R

(Amount in words.....)

1.1.2 From the day following the date of the said interim payment certificate up to an including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:
R

(Amount in words.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARENTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and excluding the date on which the Performance Guarantee is signed, 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.

2.3 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 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 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1. 1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 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.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory: (2)

Capacity

Witness signatory: (1)

Witness signatory: (2)

**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between the **BLUE CRANE ROUTE MUNICIPALITY (BCRM)** (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 authorized to sign on behalf of the Contractor.

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

TENDER NO T45/2024

CONTRACT TITLE: PROVIDE OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120)

for the construction, completion and maintenance of the works;

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 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 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 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 authorized 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.

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONALHEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between The Blue Crane Route Municipality represented byThe Technical Director:

The Blue Crane Route Municipality (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 Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER NO. T45/2024

CONTRACT TITLE: PROVISION OF INTERIM ELECTRICAL SERVICES FOR MARIKANA (120) INFORMAL SETTLEMENT TURNKEY CONTRACTOR (ENGINEERING, PROCURE AND CONSTRUCT)

for the construction, completion and maintenance of the works;

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 the Occupational Health and Safety Amendment Act No 181 of 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 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 the EMPLOYER 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

EMPLOYER

on this the day of 20.....

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at..... for and on behalf of the

CONTRACTOR

on this theday of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.6 RETENTION MONEY GUARANTEE

C1.6: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

The Budget and Treasury Office :
Blue Crane Route Municipality
67 KwaNojoli Street
Supply Chain Office
NOJOLI
5850

TENDER NO T45/2024 _____ **FOR** _____

ISSUED TO: the Blue Crane Route Municipality, represented by Technical Director (hereinafter referred to as "the Employer")

ON BEHALF OF:.....
(hereinafter referred to as "the Contractor")

In connection with

TENDER NO T45/2024 (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer as such in terms of the Contract.

2. The Employer's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

(i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

(ii)
(iii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

Our aggregate liability under this guarantee is limited to R

5. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

6. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1.Name in Block Letters

2. Name in Block Letters

C2.1 PRICING INSTRUCTIONS
C2.2 BILL OF QUANTITIES

C2.1 PROJECT SCOPE

The electrification of interim services in Marikana informal settlements. It consists of but not limited to the following: The project requires, Electrical designs, construction, Health & Safety, and Social Facilitation.

The scope of works includes the electrification of houses (infields and greenfield) in the Marikana informal settlement area.

The number of connections identified during pre-marketing is +- 120 connections which comprises a combination of greenfield and infield connections.

MV Design

Medium Voltage supply consists of 11Kv, distribution transformers (if necessary)

LV Design

LV design consist of overhead bundle conductors as well as service connection supply at a radius of 300 meters;

This will include 11 meter creosote poles as well as 8 & 9 meter poles for service connections.

TECHNICAL SPECIFICATIONS

This subsection comprises the provision and connection of MV and LV conductors and must conform to the relevant sections below;

Each household shall be fitted with a prepaid meter, preferably split meter, a 10 square millimeter airdac cable and a polebox with circuit breakers.

Each household shall be fitted with a ready board that has the following;

- Minimum of two (2) socket outlets
- Earth leakage
- Main circuit breaker
- 20A Circuit breaker and
- 10A Circuit breaker
- 1 x light switch and a light

MV Overhead Line

The MV overhead feeder system shall comply with the requirements of Eskom's Distribution Technology Electrification Standards and Guidelines as and where applicable for an urban wood pole reticulation system.

	PROJECT NAME	PROVISION OF PROFESSIONAL SERVICES FOR THE CONSTRUCTION PROJECT DELIVERABLES	PROJECTED BOUNDARY AREA, PERIMETER AND STRUCTURAL COVERAGE AREA
1	Provision of interim Electrical Services for Marikana (120) Informal Settlement Turnkey Contractor (Engineer, Procurement and Construct)	Construction administration Monthly reports Contractor supervision and monitoring Commissioning of the works Quarterly reports Reports to the Funder (Sarah Baartman District Municipality) EPWP reports Close Out report	Somerset East

The Professional Services will include but not limited to the following:

- Compilation of Technical Report(s)
- Project Designing & drawings in accordance with Professional National & International Standards as prescribed by ECSA and other applicable Standards.
- Contractor supervision and monitoring
- Application of Professional Norms & Ethics to complete the project(s)
- Monthly EPWP and Other Reporting Requirements required during the project implementation shall be the Service Providers responsibility.
- Project Management and Post Contract Administration as agreed during the project inception.
- Conduct and coordinate project site meetings (Technical & Progress Site) to ensure effective management and public participation with the project(s)
- Coordination of quality control measures on the project.
- Facilitate materials testing with accredited laboratories.
- Ensure that proper construction practices are adhered to.
- Ensure that Health & Safety measures are met at all times.
- Compilation of a Health & Safety plan and file for approval.
- Prepare monthly Health & Safety audits.

RFQ 1.3 DESCRIPTION OF THE PROJECT

This is a planning (Design) and implementation (Construction) project to appoint a service provider to perform, contract management, appointment of contractor, quality control, project monitoring of the electrification interim services for Marikana informal settlement , completion (Commissioning of all stages) and closeout report.

RFQ 1.3.1 Proposed Design Standards

The design shall be carried out according to the applicable Professional Standards as prescribed by ECSA, South African National Standards (SANS/SABS), ISO standards and other applicable Standards (Eskom Standards). The Tenderer shall on ongoingly liaise with the Blue Crane Route Municipality regarding the most appropriate design parameter(s) at least on a fortnightly basis and also present progress.

The Tenderer is also expected to adopt a design philosophy which will maximise the use of local resources and labour during the construction phase, in accordance with the principles of Expanded Public Works Programme. The Tender documentation will reflect this philosophy and shall promote the Blue Crane Route Municipality Specific Goals as per the Procurement Policy of the institution as required from PPPFA 2022 in general.

RFQ 1.3.2 Existing Services

The Tenderer shall identify any existing services, such as electricity, telephone, water supply, etc, which may be affected by the project. It is imperative that the relevant authorities be advised within a reasonable period about the need to relocate services with minimum disruptions to the approved programme (Application of all wayleaves). It is the Bidder's responsibility to notify and communicate with the relevant authorities and draft a programme for relocations required.

Relocation costs are generally paid via the construction contract and provision should be made in the Tender document.

PART RFQ 2

RFQ 2.1 4. POINTS AWARDED FOR SPECIFIC GOALS

Evidence for claim of specific Goals

- a) Those bidders who qualify to claim points as an HDI based on Race must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and a CSD report.
- b) Those bidders who qualify to claim points as an HDI based on Gender must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and/ or a CSD report.
- c) Those bidders who qualify to claim points as an HDI based on Disability must submit, a Medical Certificate from a registered Medical Doctor certifying such.
- d) Those bidders who qualify to claim points as an HDI based on Youth; the ID number will be used to verify whether they are between ages 18 – 35.

Points will be allocated on ownership prorated according to the percentage of ownership.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	5	
Youth	5	
Race (Indian, Coloured, African)	5	
Disability	5	

RFQ 2.2 CENTRAL SUPPLIER DATABASE (CSD)

Tenderers shall submit a copy of proof of registration with CSD with a Tax Compliant Status.

MBD4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company registration number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If so, furnish particulars.

.....
¹ MSCM

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

(a) a member of –

any municipal council;

any provincial legislature; or

the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

9.1 If so, furnish particulars.

3.10
Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If so, furnish the following particulars:

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

3.11.1 If so, furnish particulars

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

3.12.1 If so, furnish particulars.

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

3.13.1 If so, furnish particulars

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

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

Signature

Date

Position

.....

.....

C1.2 CONTRACT DATA

FIDIC® Conditions of Contract for EPC/TURNKEY PROJECTS 2nd Edition 2017

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT DATA

Sub-Clause	Data to be given	Data
1.1.17.....	where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	_____ %
	agreed methods of electronic transmission:	
1.1.24.....	Defects Notification Period (DNP):	_____ days
1.1.30.....	The Employer's Representative:	_____ _____ _____
1.1.77.....	Time for Completion:	_____ days
1.3 (a)(ii).....		_____ _____ _____
1.3(d).....	address of Employer for communications:	_____ _____ _____
1.3(d).....	address of Employer's Representative for communications:	_____ _____ _____
1.3(d).....	address of Contractor for communications:	_____ _____ _____
1.4.....	Contract shall be governed by the law of:	_____
1.4.....	ruling language:	_____
1.4.....	language for communications:	_____
1.8.....	Number of additional paper copies of Contractor's Documents:	_____

Sub-Clause	Data to be given	Data
1.14.....	total liability of the Contractor to the Employer under or in connection with the Contract.....	_____ (sum)
2.1.....	After the Contract comes into full force and effect, the	
2.4.....	Employer's financial arrangements.....	_____ _____ _____
4.2.....	Performance Security (as percentages of the Contract Price in Currencies):	
	percent.....	_____ %
	currency	_____ %
	percent.....	_____ %
	currency	_____ %
4.4(a).....	maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price): .	_____ %
4.4(b).....	parts of the Works for which subcontracting is not permitted.....	_____ _____ _____
4.4.....	(i) Subcontractors for which the Contractor shall give Notice before appointment	_____ _____
	(ii) Subcontractors for which the Contractor shall give ... Notice before commencement of work	_____ _____
	(iii) Subcontractors for which the Contractor shall give .. Notice before commencement of work on Site ...	_____ _____
4.19.....	period of payment for temporary utilities	_____ days
4.20.....	number of additional paper copies of progress reports ..	_____
6.5.....	normal working hours on the Site	_____ _____
14.2.....	total amount of Advance Payment (as a percentage of	
8.8.....	Delay Damages payable for each day of delay..... the final Contract Price)	_____ %
8.8.....	maximum amount of Delay Damages	_____ %

8.3.....	number of additional paper copies of programmes.....
13.4(b)(ii).....	overhead charges and profit.....

percentage rate to be applied to Provisional Sums for

Sub-Clause	Data to be given	Data
14.2.....	currency or currencies of Advance Payment	_____
14.2.3.....	percentage deductions for the repayment of the Advance Payment.....	_____
14.3.....	period of payment	_____ days
14.3(b).....	number of additional paper copies of Statements.....	_____
14.3(iii).....	percentage of retention.....	_____ %
14.3(iii).....	limit of Retention Money (as a percentage of Contract Price)	_____ %
14.5(b)(i)	Plant and Materials for payment when shipped.....	_____
14.5(c)(i).....	Plant and Materials for payment when delivered to the Site	_____
14.6.2.....	minimum amount of interim payment.....	_____
14.7(b)(i)	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [<i>Interim Payment</i>]....	_____ days
14.7(b)(ii).....	period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [<i>Final Payment</i>]	_____ days
14.7(c).....	period for the Employer to make final payment to the Contractor.....	_____ days
14.8.....	financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)).....	_____ %
14.11.1(b)....	number of additional paper copies of draft Final Statement.....	_____
14.15.....	currencies for payment of Contract Price	_____ _____ _____
14.15(a)(i).....	proportions or amounts of Local and Foreign Currencies are: Local..... Foreign.....	_____

Sub-Clause	Data to be given	Data
14.15(c).....	Currencies and proportions for payment of Delay Damages.....	_____
14.15(g).....	rates of exchange.....	_____
17.2(g).....	forces of nature, the risks of which are allocated to the Contractor.....	_____
19.1.....	permitted deductible limits: insurance required for the Works insurance required for Goods insurance required for liability for breach of professional duty insurance required against liability for fitness for purpose (if any is required)..... insurance required for injury to persons and damage to property..... insurance required for injury to employees	_____ _____ _____ _____ _____ _____
	other insurances required by Laws and by local practice: _____ _____ _____	_____ _____ _____
19.2(1)(b).....	additional amount to be insured (as a percentage of the replacement value, if less or more than 15%).....	_____ %
19.2(1)(iv).....	list of Exceptional Risks which shall not be excluded from the insurance cover for the Works	_____ _____ _____
19.2.2.....	extent of insurance required for Goods amount of insurance required for Goods.....	_____ _____
19.2.3(a).....	amount of insurance required for liability for breach of professional duty	_____
19.2.3(b).....	insurance required against liability for fitness for purpose	yes / no (delete as appropriate)
19.2.4.....	amount of insurance required for injury to persons and damage to property.....	_____
19.2.3.....	period of insurance required for liability for breach of	_____

Sub-Clause	Data to be given	Data
19.2.6.....	other insurances required by Laws and by local practice (give details).....	_____
21.1.....	time for appointment of DAAB	_____ days
21.1.....	the DAAB shall comprise	_____ members
21.1.....	list of proposed members of DAAB - proposed by Employer	1. _____ 2. _____ 3. _____
	- proposed by Contractor	1. _____ 2. _____ 3. _____
21.2.....	Appointing entity (official) for DAAB members	_____

(Unless otherwise stated here, it shall be the President of FIDIC or a person appointed by the President)

Definition of Sections (if any):

Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.66)	Value: Percentage* of Contract Price (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.76)	Delay Damages (Sub-Clause 8.8)

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

PART 2: DATA PROVIDED BY THE PROFESSIONAL ENGINEERING SERVICE PROVIDER

Clause	Data														
1.	<p>The Professional Engineering Service Provider is</p> <p>_____</p> <p><i>Address:</i></p> <p>_____</p> <p><i>Telephone:</i> _____ ; <i>Facsimile:</i> _____ ; <i>Email:</i></p> <p>_____</p>														
5.3	<p>The authorized and designated representative of the Professional Engineering Service Provider is</p> <p>_____</p> <p>The address for receipt of communications is</p> <p style="text-align: center;"><i>Address:</i></p> <p>_____</p> <p><i>Telephone:</i> _____ ; <i>Facsimile:</i> _____ ; <i>Email:</i></p> <p>_____</p>														
5.5 b) and 7.1.2	<p>The Key Persons and their jobs/ duties in relation to the services are:</p> <table border="1" data-bbox="342 1272 1386 1990"> <thead> <tr> <th data-bbox="342 1272 862 1312">Name</th> <th data-bbox="862 1272 1386 1312">Jobs/ duties</th> </tr> </thead> <tbody> <tr> <td data-bbox="342 1312 862 1428"></td> <td data-bbox="862 1312 1386 1428"></td> </tr> <tr> <td data-bbox="342 1428 862 1543"></td> <td data-bbox="862 1428 1386 1543"></td> </tr> <tr> <td data-bbox="342 1543 862 1659"></td> <td data-bbox="862 1543 1386 1659"></td> </tr> <tr> <td data-bbox="342 1659 862 1774"></td> <td data-bbox="862 1659 1386 1774"></td> </tr> <tr> <td data-bbox="342 1774 862 1890"></td> <td data-bbox="862 1774 1386 1890"></td> </tr> <tr> <td data-bbox="342 1890 862 1990"></td> <td data-bbox="862 1890 1386 1990"></td> </tr> </tbody> </table>	Name	Jobs/ duties												
Name	Jobs/ duties														

Signed _____ Date

Name _____ Capacity

Name of the Firm

PART C 2

C2.1 BILL OF QUANTITIES FOR PROFESSIONAL SERVICES

ESTIMATED CONSTRUCTION COST : R 4 000 000.00 Direct Costs (VAT incl.)

Guideline Professional Fees

(Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000)

The Engineering Council of South Africa has, under Section 34(2) of the Engineering Profession Act. 2000 (Act No.46 of 2000) determined the guideline scope of services and tariff of fees in the Schedule. Government Gazette No. 44333, 26 March 2021.

Level three (3) project monitoring

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF THIS REQUEST FOR QUOTATION.

ITEM	STAGE/DESCRIPTION	UNIT	ESTIMATED QUANTITY/ AMOUNT	RATE	TENDER SUM
1	NORMAL SERVICES				
1.1	Inception	%	5		
1.2	Concept and Viability	%	25		
1.3	Design development	%	25		
1.4	Documentation and Procurement	%	25		
1.5	Contract administration and Inspection	%	15		
1.6	Close Out	%	5		
1.7	SUB TOTAL FOR NORMAL SERVICES				
2	ADDITIONAL SERVICES				
2.1	Health and Safety (specification, plan approval, monthly audits and close out report) 10 months	Sum	1		
2.1.1	Add 10% mark up	%			
2.2	Travelling distances	km	15 000		
2.3	Travelling time	Hrs	600		
2.4	Social facilitator	months	3		
2.4.1	Add 10% mark up	%			
2.5	SUB TOTAL FOR ADDITIONAL SERVICES				
	Total for 1.1, 2.5				
	Sub-total				
	10% contingencies				
	Vat- 15%				
	Total RFQ Amount (To be carried out to form of offer)				

***If one of the items is not filled in or is filled in as zero (0), price of the Consulting Engineer will be deemed invalid and unfair to other Bidder's prices and the Consulting Engineer will be disqualified from further evaluation.**

*A maximum of 400 km radius must be used when calculating the km travelled.

BILL NO 1 - PRELIMINARY AND GENERAL						
Electrification Informal Settlements				PRICE (EXCL VAT)		
	Establish Site(Fixed Items)					
1,1	Provision for compliance with all the General Conditions of Contract, Special Conditions of Contract, All necessary insurances required to adequately cover the works, Workmans Compensation, Travelling, Out- of-Town Allowance, Maintenance and Guarantee (COID)			Sum	1	
1,2	Establish facilities on site. The Contractor shall provide a fenced space with fence at least 1.8m high with a lockable gate for a temporary Site Office and Stores where all drawings and Specifications will be kept, as well as the provision of safe and secure staorage			Sum	1	
1,3	Facilities for Contractor :					
	a) Offices & storage sheds			Sum	1	
	b) Establishment of office accommodation on site for site meetings and a Clerk of Works including office furniture and telephone / telefax as specified and facilities.			Sum	1	
	c) Ablution & latrine facilities			Sum	1	
	e) Water supplies, electric power & communications			Sum	1	
1,4	Removal of all items indicated above upon completion of construction and making good and restoring of the Site to the satisfaction of the Project Manager.			Sum	1	
1,5	Provision of "As Built" drawings.			Sum	1	
1,6	The Contractor shall make an order for one project signboard bearing the name of the project, the name and logo of the Client, and the Contractor.			Sum	1	
1,7	Provision for Legal and Contractual Compliance.			Sum	1	
1,8	Provision of personal protective equipment and clothing for all the contractor's staff, including sub-contractors.			Sum	1	
1,9	Provision of safety measures, e.g.. Fall arrest systems, safety shoring for purposes etc.			Sum	1	
1,10	Compliance with OH&S Act & Construction Regulations.			Sum	1	
1,11	Compliance with the Requirements for the Expanded Public Works Programme (incl. monthly reports).			Sum	1	
1,12	The Contractor shall make allowance to receive, transport to site, offload and stack the materials supplied to the contract. The rate shall also include the implementation and maintenance of a Materials Management System for the duration of the contract.			Sum	1	
1,13	Operate and Maintain Facilities on Site(Time Related Items)					
	Facilities for Contractor:					
	a) Ablution & latrine facilities			Month	6	
	b) Water supplies, electric power			Month	6	
1,14	Contract management and full time supervision of the works			Month	6	
1,15	Community Liaison Officer conversant in IsiXhosa or English/Afrikaans and local cultural norms			Month	6	
1,16	Contractor shall provide security guards to ensure site including offices, storage sheds and all material are protected from theft or any damage. The Contractor needs to ensure that the above mentioned is guarded 24hrs a day.			Month	6	

BILL NO 2 - MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC							
Electrification Informal Settlements				PRICE (EXCL VAT)			
Item	Description	DDT Ref.	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Transformers (Coastal Spec.) - pole mounted						

	Installation of existing or new Eskom-supplied transformers on an appropriate structure and secure as required including the termination of cables and conductors, the provision of suitable lugs for 35, 50 or 70mm conductor as required & all accessories. Excluding cable, conductors, and the transformer structure. Include transport, offloading/loading, safe storage.					
2.1	NEW Transformer 50kVA, 11kV/415V	3021	No	1		
2.2	NEW Transformer 100kVA, 11kV/415V	3021	No	1		
2.3	NEW Transformer 200KVA, 11kV/415V	3021	No	1		
	Medium voltage Surge Arrestors					
	Supply, deliver, off load on site and safely store on site the following surge arrestors, complete with galvanised steel mounting brackets for securing the surge arrester, nuts, bolts, washers and lock washers as specified. Secure the surge arrestors and brackets to the transformer as specified including the termination of conductors.					
2.9	11kV/11Kv, MCOV 19.2kV Surge arrester, 31mm/kV, inland.	3100	No	1		
	Medium voltage Sectionalisers and Links					
	Supply and install link isolators as detailed including the installation of crossarm brackets and the termination of conductors and including the drilling of holes in wooden poles as required. 15K fused links.					
2.10	Solid Links, Single Pole (2.5m X-arm)	1848	No	1		
2.11	Fused Links, Single Pole (2.5m X-arm)	1849	No	1		
	Neutral Surge Arrester					
	Supply and install a LV surge arrester including lugs and galvanised bolts					
2.12	6kV, 10kA Surge Arrester	3088	No	1		
2.13	6kV, 10kA Auxiliary Surge Arrester	3088	No	1		
	Transformer & Equipment Earthing					
	Supply and install all materials for the complete earthing of transformer structures for ABC networks as specified. Included in the rate shall be all required spikes, insulated copper conductor, galvanised conduits, staples, bare copper, excavations, backfilling, etc. The rate shall allow for all required MV earth electrodes, consisting of four earth spikes in accordance with the Distribution specifications, Part 2. Additional earth spikes/conductor shall be measured elsewhere if required.					
2.14	MV Earth (1860 /1866B/1865B)	1860 /1866B	No	1		
	TOTAL : Carried forward to summary				TOTALS	

BILL NO 3 - MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM							
Electrification Informal Settlements				PRICE (EXCL VAT)			
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Conductor Take delivery on, safely store on sealed drums with ends adequately secured and transport to site conductor as specified. String conductor as specified including splices, jumper conductor ties, strain clamps, suspension clamps, tensioning, sagging, etc.						
Note	The following dimensions will all be "Conductor Length" with 10% is allowed for slack & wastage. Additional wastage/slack is for Contractor's account.						
3.1.1	ACSR Fox - Phase - Conductor length	3136	m	1			
	MV STRUCTURES						
Note	Allow for the following structures and insulator assemblies in accordance with the specifications as shown in the drawings. Include the specified crossarms, drilling of holes and treating of such holes, the provision of the U-nails and earthwire in accordance with Eskom specifications. All jumpers to links and transformers to be installed with PVC black pipe. Supply and installation of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification. Exclude the supply and planting of poles, stays and struts which are measured elsewhere. Insulators as per EI090SS. Include BIL insulation co-ordination for shared MV & LV structures as per 03TB-34 or later approved Eskom standard. Supply and install all material as specified for the construction of the following MV structures. Including bonding of hardware and earthing. All excavations, poles, crossarms and stays are measured elsewhere. Note: RX refers to statutory road crossings with the relevant DDT0257-10kN-31mm/kV post insulator, full wrap tie or DDT0251-40kN-31mm/kV longrod with pistolgrips.						
	MV STRUCTURES General Arrangement						
3.2	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	1340B	No				
3.3	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation(RX)	1340B	No				
3.4	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1343	No				
3.5	Delta / 2,5m Wood X-arm - Strain - 0° Deviation(P.G/V.D)	1343	No				
3.6	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1344	No				
3.7	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation(PG)	1344	No				
3.8	Delta / 2,5m Wood X-arm - Strain - Terminal	1346	No				
3.9	Delta / 2,5m Wood X-arm - Strain - Terminal(P.G/V.D)	1346	No				
3.10.	Phase / phase - H-Pole / 4,5m Wood X-arm - Strain - 0° Deviation - RX	1373	No				
3.10.	Phase-Phase H Pole 4.5m Wooden X-arm Strain (0 Deg to 60 Deg Deviation)	1374	No				
3.11	Phase / phase - H-Pole / 4,5m Wood X-arm - Strain - Medium(1° - 60°) Deviation -RX	1376	No				
3.13	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation	1740B	No	1			
3.14	Delta / 2,5m Wood X-arm - Intermediate - 0° Deviation(RX)	1740B	No				
3.15	Delta / 2,5m Wood X-arm - Strain - 0° Deviation	1743	No	1			
3.16	Delta / 2,5m Wood X-arm - Strain - 0° Deviation(RX)	1743	No	1			
3.17	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1744	No				
3.18	Delta / 2,5m Wood X-arm - Strain - Medium(1°-60°) Deviation(PG)	1744	No				
3.19	Delta / 2,5 Wood X-arm - Strain - Terminal	1746	No				
3.2	Delta / 2,5 Wood X-arm - Strain - Terminal (PG)	1746	No				
3.21	Delta / 4,5 Wood X-arm - Intermediate - 0° Deviation	1750	No				
3.22	Delta / 4,5 Wood X-arm - Intermediate - 0° Deviation	1750	No				
3.23	Delta / 4,5m Wood X-arm - Strain - Medium(1°-60°) Deviation	1754	No				
3.24	Delta / 4,5m Wood X-arm - Strain - Medium(1°-60°) Deviation(PG)	1754	No				
	Amount carried over to next page						

Item	Description		Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page						
	Auxiliary Structures						
3,25	3Ph, Take off (2.5m X-arm)	1804	No	1			
	3Ph, Take off (2.5m X-arm)(RX)	1804	No				
3,26	3 Phase Take-off - H-Pole (3,5m Wooden X-arm)	1806	No				
3,27	2Ph, Take off (2.5m X-arm)	1814	No				
3,28	2Ph, Take off (2.5m X-arm)(RX)	1814	No				
3,29	Section Links-cut-out-3,5 / 4.5m Wood X-arm / H pole	1847	No				
3,3	Section Links - Cut-outs - 2,5m Wood X-arm / Single Pole (dual phase)	1848	No				
3,31	Section Links - Cut-outs - 2,5m Wood X-arm / Single Pole (three phase)	1848	No	1			
3,32	Transformer - Single Pole mount (16-100kVA).	1860	No				
3,33	Transformer - Pole mounting out-of-line (16-100kVA) includes module, etc... as per EI067-MVL) and excludes transformer.	1860 1866B	No	1			
3,34	Transformer - Pole mounting out-of-line (200kVA) includes module, etc... as per EI067-MVL) and excludes transformer	1865 1865	No	1			
3,35	MV Test (per transformer installation) Ref. SCSASABZ1		No				
3,39	Insulation Co-ordination and Bonding. The unit rate shall allow for the complete installation of a BIL lightning downwire on existing structures, including the excavation around the pole, the installation of a 3x3.5mm galvanised BIL downwire, installed down the pole in accordance with the Eskom standard, 03TB-34.	310	Ea				
	Amount carried over to next page						

BILL NO 4 - SUPPORT FOR OVERHEAD RETICULATION

Electrification Informal Settlements					PRICE (EXCL VAT)		
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Poles and Crossarms						
	Recieve and safely store the following poles. Transport to site of works and install pole in excavated hole, including cutting and scafing, kicking blocks, bonding, treating, etc. Excavations and compaction are measured elsewhere.						
4.1	7m Pole, 120-139mm top diameter	0050	No	1			
4.2	9m Pole, 140-159mm top diameter	0055	No	1			
4.3	9m Pole, 160-179mm top diameter	0055	No	1			
4.4	10m Pole, 200-219mm top diameter	0052	No	1			
4.5	11m Pole, 160-179mm top diameter	0051	No	1			
4.6	11m Pole, 180-199mm top diameter	0051	No	1			
4.7	11m Pole, 200-219mm top diameter	0051	No				
4.8	12m Pole, 180-199mm top diameter	0052	No				
4.9	13m Pole, 160-179mm top diameter	0052	No				
4.10	13m Pole, 180-199mm top diameter	0052	No				
	14m Pole, 200-219mm top diameter	0053	No				
	Recieve, off load and install the following wooden cross arms.						
4.11	2.5m, 140-159mm Diameter	0061	No	1			
4.12	3.5m, 140-159mm Diameter	0061	No				
4.13	4.5m, 140-159mm Diameter	0061	No				
4.14	6m,160-179mm Diameter	0061	No	1			
	Stays, Flying Stays and Anti-Climbing Devices						
Note	The unit price for a standard stay and an aerial stay shall exclude the wooden poles, but include the stay wire, stay rods, insulators, stay plate, stay guards, bitumastic paint, guy grip dead end, earthing of stay, line splice, precast concrete slabs, pole clamp, nuts bolts and washers etc. The following stays shall be in accordance with the specification and shall include a stay plate						
4.15	MV Stay (DDT0341 rev 9, BIL 40kV & 150kV)	0341	No	1			
4.16	LV Stay The following flying stays shall be in accordance with the specifications and shall include poles & excavation.	0341	No	1			
4.17	MV Flying Stay	0343	No	1			
4.18	LV Flying Stay	1168	No	1			
	The following struts shall be in accordance with the specifications and shall include poles & excavation.						
4.19	MV Strut	0342	No	1			
4.20	LV Strut	1167	No	1			
	Amount carried over to next page						

Item	Description	DDI Ref	Unit	Tender Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page				R -	R -	R -
	Excavations and Compaction						
Note	<p>The excavations for service connections are measured Elsewhere</p> <p>Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASHTO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval or the PM(C).</p> <p>Before excavation work begins the Contractor shall evaluate the stability of the ground before excavation begins. Contractor shall use warning signs, positioned next to an excavation within which persons are working or carrying out inspections. Ref CR (11)</p>						
4.21	Hole for 7m pole - 1.3m deep	0332	No	1			
4.22	Hole for 9m pole - 1.5m deep	0332	No	1			
	Hole for 10m pole - 1.5m deep	0333	No	1			
4.23	Hole for 11m pole - 1.8m deep	0332	No	1			
4.24	Hole for 12m pole - 2.0m deep	0332	No				
	Hole for 13m pole - 2.2m deep	0332	No				
	Hole for 14m pole - 2.4m deep	0332	No				
4.25	Hole for MV stay - 1.5m deep	0350	No				
4.26	Hole for LV stay - 1.4m deep	0350	No				
4.27	Hole for MV strut - 1.8m deep	0342	No				
4.28	Hole for LV strut - 1.3m deep	0342	No				
	Rock excavation (the contractor is to provide adequate measures to ensure a rock hole be excavated to the correct depth to facilitate the correct infrastructure, this may include the excavation per rock hole by mechanical means viz. Compressors dependent on diesel fuel to accommodate Jackhammer drilling or blasting). These Rock Holes to be verified by the relevant Clerk of Works. Ref CR (11)		No	1			
4.29	Provisional Drilling		No	1			
	Pole Labels						
	<p>Supply and install labels on all poles in accordance with the specifications including the provision of all fixing materials. Allow for pick-up, loading/offloading, transport from appropriate Eskom store. Labels to the Eskom Standard SCSSCAAP5, TQGHSP05 and TQCSS005. Dynatape, masking tape or Hand written with permanent marker type labels are not to be considered for operational labelling under any circumstances.</p>						
4.30	Equipment labels		No	1			
4.31	Mosdorfer fuse rating labels (transformers)		No	1			
4.33	Fuse - "Warning. Open all fuses before working on line"		No	1			
4.34	Transformer Max fuse notification label			1			
4.35	Feeder Max Fuse notification label			1			
4.36	Danger Labels (transformers, links, anti-climbings)	3202	No	1			
4.37	LV Feeder Labels		No	1			
4.38	Pole Top Box Phase Labels		No	1			
	TOTAL : Carried forward to summary			TOTALS			

Item	Description	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
	Amount brought forward from previous page					
	General Items					
4.39	Supply and Install Anti-Climbing Devices as per the latest DDT Standards.					
4.40	Anti-Climbing Device as per 05TI09. Including the removal of existing spikes. Galvanised wire per DDT3170. Galvanises staples per DDT3129. Install on trfr str, struts, parallel MV stay wires, recloser str, OOL trfr str, etc, structures where meter boxes or equipment is installed <2m above ground, any str having cable secured by means of strapping <0.5m apart, any climbable pole str, apparatus etc as per DDT standard.	0399	perstr	1		
TOTAL : Carried forward to summary				TOTALS		

BILL NO 5 - LV OVERHEAD DISTRIBUTION LINES

Electrification Informal Settlements				PRICE (EXCL VAT)			
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
LV ABC (insulated neutral)							
Note	The LV insulated aerial bundle conductor system shall be in accordance with SABS 1418 and insulated in accordance with SABS 0198 and the Distribution Standard Part 3. Ref. EI-092-LVL						
Note	The unit rate per meter shall include the tensioning and stringing of the bundle in accordance with the sag and stress tables provided by the manufacturer with all plant, equipment and accessories required to erect an LV overhead bundled distribution line i.e. Drum trailer, winch, wind-off pulleys, pulling rope/cable with connection, dynamometer, slide-lock, sheathed synthetic fibre belt, woven snatch belt, snatch block, tackle, shackle, etc.						
Note	Measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, off-cuts, etc. Supply, safely store and transport to site and string. The conductor will be delivered on sealed drums and adequate allowance shall be made for the correct handling thereof. Ensure correct tooling - D 51 Hydraulic Crimping Tool and dies, a 13mm tube spanner with T – bar, Phase separators, Slings, Wide Grooved Pulleys, Steel Pulling Socks, Pulling Swivels, Rickie, Come-along and Dynamometers.						
5,1	Single phase ABC (35mm ² 2 core) - insulated neutral	3141	m				
5,2	Dual phase ABC (35mm ² 3 core) - insulated neutral	3141	m				
5,3	Dual phase ABC (70mm ² 3 core) - insulated neutral	3141	m	1			
5,4	Three phase ABC (35mm ² 4 core) - insulated neutral	3141	m	1			
5,5	Three phase ABC (70mm ² 3 core) - insulated neutral	3141	m	1			
LV STRUCTURES							
Allow for the assembly of the following LV strain and suspension assemblies in accordance with the specifications shown in the drawings. Including all earthing, drilling of holes and treating of drilled holes. All LV ABC hardware, line connectors, PVC cable ties, nuts, bolts, washers, lock washers shall be allowed for in the appropriate item below. Excluding the supply and planting of poles, stays and struts, which are measured elsewhere. Use strain assembly when crossing roads. Supply and install all the materials as specified for the following:							
5,6	Single Phase ABC Intermediate Assembly	1153	No				
5,7	Single Phase ABC Terminal Assembly	1154	No				
5,8	Single Phase ABC Strain Assembly (0-60 deg)	1155	No				
5,9	Single Phase ABC Strain Assembly (60-90 deg)	1156	No				
5,10	Single Phase ABC Intermediate Suspension Assembly	1158	No				
5,11	Single Phase ABC Tee from Intermediate	1157	No				
5,12	Single Phase ABC Tee from Strain	1159	No				
5,13	ABC X Intermediate - Strain Assembly	1160	No				
Amount carried over to next page							

Item	Description	DDT Ref	Unit	Tender Quantity			Total Price (R)
	Amount brought forward from previous page						R -
5,13	Dual Phase ABC Intermediate Assembly	1145	No				
5,14	Dual Phase ABC Terminal Assembly	1146	No				
5,15	Dual Phase ABC Strain Assembly (0-60 deg)	1147	No				
5,16	Dual Phase ABC Strain Assembly (60-90 deg)	1148	No				
5,17	Dual Phase ABC Tee from Intermediate	1149	No				
5,18	Dual Phase ABC intermediate Suspension	1150	No				
5,19	Dual Phase ABC Tee from Strain	1151	No				
5.20.	Dual Phase ABC intermediate Strain Assembly	1152	No				
5,21	Three Phase ABC Intermediate Assembly	1100	No	1			
5,22	Three Phase ABC Terminal Assembly	1120	No	1			
5,23	Three Phase ABC Strain Assembly (0-60 deg)	1121	No	1			
5,24	Three Phase ABC Strain Assembly (60-90 deg)	1122	No	1			
5,25	Three Phase ABC Tee from Intermediate	1140	No	1			
5,26	Three Phase ABC intermediate Suspension	1141	No	1			
5,27	Three Phase ABC Tee from Strain	1142	No	1			
5,28	Three Phase ABC X intermediate Strain	1143	No	1			
	LV Fuse Switch Units						
	<p>Supply, deliver to site, off load on site and safely store. The fused switch shall be supplied complete with the pole mounting bracket, nuts, bolts, washers, etc. for securing the unit to the wooden pole. The fuses shall be supplied with the fuse switch unit. Fuse ratings shall be as shown on the drawings. Install the on load fused disconnecting switch on the transformer structure including the drilling of holes as required, including the termination of the LV ABC to the unit. Fuse ratings below allow for 120% overload.</p> <p>One fuse unit is for the transformer and one unit per LV feeder for isolation/protection.</p>						
5,29	80A 3Phase Load disconnecting switch MORSDORPHER	309	No	1			
5.30.	140A 3Phase Load disconnecting switch MORSDORPHER	309	No	1			
	140A 3Phase Load disconnecting switch MORSDORPHER	309	No	1			
	Amount carried over to next page						

Item	Description	DDT Ref	Unit	Order Quantity			Total Price (R)	
	Amount brought forward from previous page							
	Earthing of LV Network							
Note	All MV transformer earthing is measured elsewhere and all LV earths per structure are measured with the structure. This section is intended for LV earths at transformers. Allowance shall be made for the testing (including earth loop impedance) of the earth resistance for the entire reticulation system in accordance with the TN-C-S earthing system as defined in the Distribution Standard Part 2 and any earth tests which may be required in terms of the standard and detailed specifications. Use 2 x H-Crimps - neutral connection point.	637						
5,31	LV Earth (Crowsfoot)	627	No					
5,32	LV Earth (single point)	642	No	1				
	LV Pole Mounted Service Boxes (Outdoor)							
	Supply and install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets, cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping and buckles and terminations of the tails onto the LV ABC.							
5,33	1-4. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands,	3055	No	1				
5,34	5-8. York type box, complete with insulated copper tails, insulation piercing connectors and nylon compression glands.		No	1				
	Testing							
	Allowance shall be made for the testing of each LV ABC distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.							
5,35	LV Test, per zone. Ref. SCSASABZ1		No	1				
5,39	Phasing: Allow for verification of the customer phasing as per the Construction drawings.		zone	1				
	TOTAL : Carried forward to summary			TOTALS	R	-	R	-

BILL NO 6 - HOUSE CONNECTIONS:

Electrification Informal Settlements		PRICE (EXCL VAT)					
Item	Description	DDT Ref	Unit	Quantity	Supply Rate	Install Rate	Total Price (R)
House Connections							
Installation, testing, commissioning complete including CoC, LC's, sealing and as built drawing on completion. Includes installation of EMU in PIB, Ready Board, CIU LCD keypad, meter seal and associated accessories. Make good house walls. Poles and excavations are measured elsewhere. Includes installation of meter.							
6.1	Type B - (service pole 100%)	0361	No	1			
Conductor							
measured lengths for stringing shall be net line route lengths and unit rates shall include for sag, cut-offs etc.							
Installation including all glands, lugs, shrouds, termination and connections as required. Include safe storage, transport to site and stringing. Connect power (L-N) from EMU to Ready Board (E/L & MCB) and Comms pair from EMU to CIU.							
6.2	Cable 1kV 1C 6mmSQ Concentric Cable		m	1			
6.3	Cable 1kV 1C 10mmSQ Concentric Cable		m				
Sundry Items							
Receive and safely store the following poles. Transport to site or works and install pole in excavated hole, including cutting and scarfing, kicking bolts, bonding, treating, etc. Excavation and compaction are measured elsewhere.							
6.4	5m pole, 80-100mm top diameter	0058A	No	1			
6.5	7m Pole, 100-120mm top diameter	0050B	No	1			
6.6	9m Pole, 140-159mm top diameter	0055B	No	1			
6.7	LV Stay (Service Connection)	0341	No				
6.8	Intermediate Suspension / Strain assembly	0366/ 0384	No	1			
6.9	Install 'Unique Seals' supplied by BCRM and record on Control Sheet and PCS file.		No	1			
6.10	60A Split Meter 1ph DIN Rail with keypad		No	1			
6.11	Ready Boardy		No	1			
Excavations and Compaction							
Determination of pole positions, excavate, and supply a mechanical boring device if required. The rate shall include backfilling, compaction to 93% MOD AASH TO density, and where necessary the supply and transportation of suitable ground as may be required to receive the desired compaction, except where cement is specified. Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the PM(C).							
6.13	Hole for 5m service pole - 1.0m deep		No	1			
6.14	Hole for 7m service pole - 1.3m deep		No	1			
6.15	Hole for 9m service pole - 1.5m deep		No	1			
6.16	Hole for service connection stay - 1.3m deep		No				
TOTAL : Carried forward to summary				TOTALS			

FINAL SUMMARY					
Electrification Informal Settlements			PRICE (EXCL VAT)		
Item	Description	Check	Total Supply	Total Install	Total Price (R)
1	PRELIMINARY AND GENERAL	OK			
2	MEDIUM VOLTAGE SWITCHGEAR, SECTIONALISERS, TRANSFORMERS, ETC.	OK			
3	MEDIUM VOLTAGE OVERHEAD DISTRIBUTION SYSTEM	Ok			
4	SUPPORT FOR OVERHEAD RETICULATION	Ok			
5	LOW VOLTAGE OVERHEAD DISTRIBUTION LINES	Ok			
6	CUSTOMER SERVICES AND GENERAL	Ok			
	PROJECT COSTS (EXL CONTIGENCY & VAT)				
	Contigency @10%				
	Sub-Total				
	VAT	15%			
	TOTAL PROJECT COST				

Marikana Informal Settlement

Write a description for your map.

- Legend**
- Block
 - Facility
 - Gravel
 - Jojo Tanks
 - Stand
 - Untitled Path
 - Untitled Path



PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender and Conditions of Contract. This contract is a fixed price contract and is inclusive of assessments, design works, procurement, implementation close out and hand over.

The contractor must plan the work in this contract as a set of activities. The activities should be the same activities as indicated in the programme.

The activities are to be described and indicated in Part C2.2 and a lump sum fixed price for each activity is to be entered in the Price Column.

Changes (if any) to the Prices are made in accordance with the Conditions of Contract.

2. DESCRIPTION OF ITEMS

The contractor is to include in the Prices in the price list the costs and profit associated with the following items as no separate payment will be made for such items:

- Soil testing, test pits and all other testing required for acceptance control as per the standards.
- Engineering fees and costs
- Excavation of all boulders
- Blasting and the removal and importation of material associated with blasting work
- Local authority charges
- Geotech tests
- EIA
- Hydrological report (If needed)
- All additional requirements as described in Part C3: Scope of Works

The contractor shall be responsible for and pay all costs associated with the development of the design, detail design and production of "as-built" designs for the following:

- Architectural Work based on the prototype design supplied by the BCRM
- Civil Engineering work
- Structural Engineering work
- Electrical Engineering work
- Mechanical Engineering work
- Temporary and permanent connections to municipal water, electricity and storm water reticulation.

3. PRELIMINARIES AND ACTIVITIES IN THE BILL OF QUANTITIES

The amount or the items of the Preliminaries shall be fixed and will not be adjusted. Payment for Section A1 (Time Related) shall be pro-rated per month based on the progress measured against the approved contractual programme

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

4. PROVISIONAL SUMS

No provisional sums to be provided by the client. Consortium to price all elements in the pricing schedule.

5. PRICING OF THE BILL OF QUANTITIES

There are three schedules to be priced in the bill of quantities. These sections are inclusive of all works, which should be priced as a lump sum, and will allow for the completion of the project from initial assessments to hand over. The schedules are as follows:

- a) Schedule A: Preliminaries
- b) Schedule B: Engineering and Design Works
- c) Schedule C: Construction and Close Out

All amounts priced for per activity exclude VAT. 10% Contingencies have been allowed for which will require client approval before monies are utilized in conjunction with the terms of the contract.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. INTERIM PAYMENTS

Interim payments will be made in accordance with the contract and based on the contractor completing activities and achieving milestones as set out in Part C2.2. For the construction part of the project, a BOQ must be submitted by the entity/bidder, and approved by the employer, to facilitate interim monthly payments during construction. This must include monies allowed for supervision as well. The total cost of this BOQ should represent the value under Activity C1 within the pricing schedule (schedule C: construction works and close out) of the contract section of the document.

