

KOUGA LOCAL MUNICIPALITY

RFQ FOR SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

CIDB GRADING: 1EB

RFQ NO: 110/2026

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
E-MAIL		
CLOSING DATE	THURSDAY, 14 MAY 2026	

ISSUED BY:

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

Postal Address:
P O Box 21
Jeffrey Bay
6330

PREPARED BY:

Directorate: Office of the DMM

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

GENERAL TENDER INFORMATION

TENDERS INVITED	:	29 April 2026
ESTIMATED CIDB CONTRACTOR GRADING	:	1EB
CLARIFICATION MEETING	:	A Compulsory Site Clarification Meeting to be held at 14h00 am on Thursday, 07 May 2026.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Kouga Municipality Main Building 22 Du Plessis Street Humansdorp
CLOSING DATE	:	14 May 2026
CLOSING TIME	:	12:00:00 PM / 12h00
CLOSING VENUE	:	Tender Box at the Municipal Office, Room 122 16 Woltemade Street (front) / 21 St. Croix Street (back), Jeffreys Bay
VALIDITY PERIOD OF TENDER	:	90 days
TENDER BOX	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

KOUGA LOCAL MUNICIPALITY

RFQ NO: 110/2026

RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

PARTICULARS OF BIDDER

Name of Bidder		
Contact Person:		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cell phone Number		
Facsimile Number	Code:	Number:
E-Mail Address		
CSD Supplier Number (National Treasury)		
CIDB CRS Number		
Vat Registration Number		

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to tender

T1.1: TENDER NOTICE AND INVITATION TO BID

KOUGA LOCAL MUNICIPALITY (EC108) **DIRECTORATE: OFFICE OF THE DEPUTY MUNICIPAL MANAGER** **NOTICE NO: 110/2026**

RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

Prospective service providers are hereby invited to submit informal quotations for the Supply, Delivery and Installation of 38 KVA 3-Phase Diesel Generator.

DETAILED SPECIFICATION IS AVAILABLE ELECTRONICALLY:

An electronic copy of the Terms of Reference will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from **Wednesday, 29 April 2026**. After downloading the Terms of Reference from the website each prospective bidder **MUST** ensure that a complete Terms of Reference document is printed.

A **Compulsory Site Clarification** session will be arranged for **Thursday, 07 May 2026 @14h00pm** and will be held at the **Kouga Municipality Main Building, 22 Du Plessis Street, Humansdorp, 6313**. Prospective bidders can use link below which is direct from this advert to access the meeting. Please take note that **no attendee arriving 10 minutes late or more** will be allowed to attend the clarification meeting.

CONDITIONS OF THIS RFQ:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum point of 20 points. To claim for specific goals prospective bidders **MUST** submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **CIDB Grading of 1EB or Higher.**
- **Specified Unit should comply with SANS 10142-1, SANS 8528, NRS 097-2 and Occupational Health and Safety Act (No 85 of 1993) Standards.**
- **Bidders must provide a Certificate of Compliance**
- A valid SARS Tax Compliance Status Pin may be requested to verify tax status.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 90 days from the closing date.
- RFQ's that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any information regarding this formal quote can be obtained from Mr. N. Martin at nmartin@kouga.gov.za and copy tenders@kouga.gov.za

Quotations in a sealed envelope endorsed **NOTICE NO: 110/2026: "RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR"** must be placed in the Tender Box **16 Woltemade Street, Jeffreys Bay, Room 122** on or before **THURSDAY, 14 MAY 2026 at 12:00**.

D. DE JAGER

DEPUTY MUNICIPAL MANAGER

P.O Box 21
JEFFREYS BAY
6330

For Placement: Municipal Website/ Municipal Notice Boards in all offices/areas – 29 April 2026

T1.1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
RFQ NUMBER:	110/2026	CLOSING DATE:	14 MAY 2026	CLOSING TIME:	12h00
DESCRIPTION	RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		(b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
(c) TOTAL NUMBER OF ITEMS OFFERED			(d) TOTAL BID PRICE	R	
(e) SIGNATURE OF BIDDER			(f) DATE		
(g) CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		CONTACT PERSON	Mr. N. Martin	
CONTACT PERSON			TELEPHONE NUMBER	042-200-2200	
TELEPHONE NUMBER	042-200-2200		FACSIMILE NUMBER	n/a	
FACSIMILE NUMBER			E-MAIL ADDRESS	nmartin@kouga.gov.za	

REQUEST FOR QUOTATION

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR RFQ EVALUATION PURPOSES (Included hereafter for completion)

- 1A Authority for Signatory
- 1B Declaration of Interest in Tender of Persons in Service of the State
- 1C Declaration of Tenderer's Past Supply Chain Management Practises
- 1D Preference Points claim form in terms of the Preferential Procurement Regulations 2022 – Compulsory
- 1E Proof of Registration and good standing with the Construction Industry Development Board (CIDB)

2. RETURNABLE DOCUMENTS REQUIRED FOR RFQ EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Health and Safety Agreement
- C1.5 Disclosure Statement
- C2.2 Bill of Quantities

1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
hereby authorize * Mr / Ms, acting in the
capacity of, and
who will sign as follows: be, and is hereby
authorized to sign the tender and all documents and correspondences in connection with this tender as well
as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise
* Mr / Ms, acting in the
capacity of lead partner, and who will sign as follows: be, and
is hereby authorized to sign the tender and all documents and correspondences in connection with this tender
as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of
all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.

Signature:

2.

Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

hereby authorize * Mr / Mrs, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1B: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

a) Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

b) Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

c) State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

d) State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

- e) State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

1C: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

- a) This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- b) The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
- (i) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
 - (ii) been convicted for fraud or corruption during the past five years;
 - (iii) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - (iv) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
- c) In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

**1D: FORM MDB 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

▪ **GENERAL CONDITIONS**

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

1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

▪ Points for this bid shall be awarded for:

- Price; and
- Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	10 Points Located within the boundaries of the Kouga Local Municipality 6 Points Located within the boundaries of Sarah Baartman District Municipality, including Nelson Mandela Bay Municipality. 4 Points Located within the boundaries of the Eastern Cape 1 Point Outside of the boundaries of the Eastern Cape

Bidders MUST submit valid B-BBEE sworn affidavit / certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted.

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

▪ DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** or **“tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
 1. B-BBEE Status level certificate issued by an authorized body or person;
 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 3. Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

▪ POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

▪ **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

▪ **BID DECLARATION**

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

▪ **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

▪ **SUB-CONTRACTING**

- Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- If yes, indicate:

C3.1.1 What percentage of the contract will be subcontracted.....%

C3.1.2 The name of the sub-contractor.....

C3.1.3 The B-BBEE status level of the sub-contractor.....

C3.1.4 Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

C3.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

▪ **DECLARATION WITH REGARD TO COMPANY/FIRM**

- Name of company/firm:
- VAT registration number:
- Company registration number:.....

▪ **TYPE OF COMPANY/ FIRM**

- Y Partnership/Joint Venture / Consortium
 - Y One-person business/sole propriety
 - Y Close corporation
 - Y Company
 - Y (Pty) Limited
- [TICK APPLICABLE BOX]

▪ **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

▪ **COMPANY CLASSIFICATION**

- Y Manufacturer
- Y Supplier
- Y Professional service provider

Y Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

▪ **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

▪ Total number of years the company/firm has been in business:

▪ I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-

- i) disqualify the person from the bidding process;
- ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- iv) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- v) forward the matter for criminal prosecution.

WITNESSES

-
-

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

1E: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

- (i) In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- (ii) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- (iii) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- (iv) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- (v) Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- (vi) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

3B: LIST OF KEY PERSONNEL

The tenderer shall insert the Name and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

Job Description	Name	Qualification (if applicable)	Years of Experience (Minimum 1 years)
Foreman			
Semi -skilled artisan			
Unskilled labour			

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Tenderer

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

- C1.1** **Form of Offer and Acceptance**
- C1.2** **Contract Data**
- C1.3** **Form of Guarantee**
- C1.4** **Health and Safety Agreement**
- C1.5** **Disclosure Statement**

C1.1: FORM OF OFFER AND ACCEPTANCE

(Agreement)

1. OFFER

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

RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

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

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

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

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

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

For the **Tenderer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature
.....
Name

Date:

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

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

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 Deviation (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 this Agreement comes into effect. Failure to fulfil any of the 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 (5) 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:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. 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.

a) Subject:

Details:

b) Subject:

Details:

c) Subject:

Details:

d) Subject:

Details:

e) Subject:

Details:

f) Subject:

Details:

g) Subject:

Details:

By the duly authorised 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 and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

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For the Employer:

.....

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.....

Name and Address of Organisation

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Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

4. CONFIRMATION OR RECEIPT

The Tenderer, (now Professional Service Provider), identified on 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 this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the **Professional Service Provider**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

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

Copies of these Conditions of Contract may be obtained on the tenderer's own cost from the SAICE.
(Tel: 011 – 055 947).

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 months, measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion will be communicated with the successful bidder
1.1.1.15	The Employer is the Kouga Local Municipality.
1.1.1.16	The Employer's Agent is represented by an employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurable Contract
1.2.1.2	The Employer's address for receipt of communications is: 33 Da Gama Road Jeffreys Bay Postal Address: P O Box 21 Jeffrey Bay 6330 Telephone: 042 200 2200 e-mail: tenders@kouga.gov.za
1.2.1.2	
3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: C1 New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Sum"; C2 Existing Clauses: 3.3.1 - Nomination of person as Employer's Agent's Representative. 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)

Clause	Description / Wording
	5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variation Orders which may exceed R 20 000 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
3.2.4	The Employer's Agent has been appointed as Agent on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 5 of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to the employers agent for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	<u>Add the following</u> to the clause: "For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employers Agenting Sector published from time to time. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers." "The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."
4.3	Add the following at the end of Clause 4.3: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: • The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. • The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and

Clause	Description / Wording
	expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. • 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 monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. • The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. 4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act: • Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1)(b) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 7(1)(b) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date and shall be implemented and maintained from the Commencement of the Works. • The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
5.3.1	The documentation required before the commencement of the Works is: (i) Health and Safety Plan (Refer Clause 4.3) The Contractor shall deliver his health and safety plan, complete with Risk Assessment, in terms of Regulation 5(1) of the Construction Regulations (2014). (ii) Initial Programme (Refer Clause 5.6) The Contractor shall deliver his Initial Programme of carrying out the Works. (iii) Security (Refer Clause 6.2) The Contractor shall submit a Performance Guarantee from an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to ten per cent (10%) of the Contract Sum. The wording of the Guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of

Clause	Description / Wording
	the Contract Data. (iv) Insurance (Refer Clause 8.6) The Contractor shall submit a "Letter of Confirmation" from the approved Insurance Company certifying that: (1) that the applicable Contractor complies in full with all the requirements and stipulations of Clause 8.6 of the Conditions of Contract, as amended in the Contract Data and, (2) the Insurance Company will immediately notify the Employers Agent of any changes or amendments to the policy / policies and, (3) the Insurance Company will immediately notify the Employers Agent of any non-payment or default relating to the premiums and or policy / policies and, (4) the Insurance Company will immediately notify the Employers Agent should any of the applicable insurances expire or be cancelled before the issue of the "Certificate of Completion" or the "Final Approval Certificate", as the case may be."
5.3.2	The documentation shall be submitted within 14 days from the Commencement Date.
5.3.3	Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."
5.4.1	Between the wording "... Site," and "the location" In the third line, add the following: "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"
5.4.2	Access to and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
5.6.1	The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date.
5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Non-working days are Saturdays and Sundays. Special non-working days are all applicable gazetted public holidays, election day of the local government elections and national elections (when applicable) and the year-end break. For the purposes of this Contract the year-end break shall be as declared by SAFCEC. The work done by the contractor should be done at hours of the day so as not to influence the normal operation of the existing infrastructure in any manner.
5.8.3	Add the following new Clause: "5.8.3 The additional cost of supervision and monitoring by the Employers Agent or his representatives,

Clause	Description / Wording
	outside non-working times, in accordance with Clause 5.8.1 shall be for the Contractor's account."
5.12.2.2	Add the following to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for delays and days on which it is expected that work, on the critical path items of the Works, would be prevented due to normal weather conditions such as wind, rainfall or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are actual and consequential delays shall be as follows: a) 3 working days per month for the months of May to October b) 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
5.12.2.4	In the event of any disruption which is entirely beyond the Contractor's control, the only compensation will be under the rates tendered for under items 1.2.8 through to 1.2.11.
5.12.3	Delete the entire subclause 5.12.3.
5.12.5	Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
5.13.1	The penalty for failing to complete the Works is R5 000 per day.
5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
5.14.2	Issue of Certificate of Practical Completion. Replace "the Employer's Agent" in the second line with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.14.4	Add the following to Clause 5.14.4: "The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion.

Clause	Description / Wording
	Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work."
5.14.5.5	Delete the contents of Clause 5.14.5.5 and replace with: "Insurance of the Works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data".
5.16.3	The latent defect period is 10 years.
6.2.1	Replace the wording "as selected" in Clause 6.2.1 with "as stated". The security to be provided by the Contractor shall be: 1. a Performance Guarantee of ten per cent (10%) of the Contract Sum, plus 2. Retention Money amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is permitted. The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.
6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the Performance Guarantee remains valid and enforceable until the issue of the Certificate of Completion."
6.5.1.2.3	The percentage allowance shall be seven percent (7%).
6.8.2	Contract Price adjustment will not be applicable to this contract.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1	In subclause 6.10.1 delete "monthly".
6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
6.10.1.9	<u>Add the following new clause:</u> "The Contractor is required to submit completed, accurate and signed monthly Expanded Public Works Programme (EPWP) reports, attached to this tender document as Appendix B, together with all monthly payment certificates. Payment to the Contractor will not be processed until the EPWP reporting for a specific month is provided. In addition, a penalty for late submission of

Clause	Description / Wording
	R1500.00 per day will be applicable for every day after the 5 th working day of the subsequent month to the reporting month."
6.10.3	Replace the entire contents of Clause 6.10.3 with the following: "Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention shall be ten per cent (10%) and the "Limit of retention money" shall be five per cent (5%) of the Contract Price, excluding Value Added Tax.
6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.10.6.2	Replace the contents of Clause 6.10.6.2 with the following: "No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract."
6.11.1	Delete this clause.
7.8	The Defects Liability Period shall be twelve (12) months, measured from the date of Certificate of Completion.
7.2.1	Add the following at the end of Clause 7.2.1: "Unless otherwise directed in writing by the Employers Agent, all materials for the Permanent Works shall be new and unused."
7.8.1	In subclause 7.8.1 delete the following: "(fair wear and tear excepted)"
7.8.2.2	In sub-subclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."
8.6 8.6.1	Delete Clause 8.6. and replace with the following: Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Contractor shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site a) Contract Works Insurance (including SASRIA Insurance) and b) Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract. The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:

Clause	Description / Wording
	<u>Section 1 – The Contract Works</u> Part C1: The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein. “Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, Part C1: the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or Part C2: have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. PART T1: Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. <u>Section 2 – Contract Liability</u> Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. THE SUMS INSURED/LIMIT OF LIABILITY (v) Section 1 – CONTRACT WORKS (a) Property insured under Section 1(a) The Contract Works The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing. (b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss SECTION 2 - CONTRACT LIABILITY Limit of Indemnity R10 000 000 (Ten Million Rand) for any one occurrence or series of occurrences arising out of one event. i. EXCLUDED CONTRACTS The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing. Part T1: Any Contract with a Contract Price at award of over R100,000,000 Part T2: Any Contract with a construction period at award exceeding 24 months Part T3: Any Contract with a Maintenance or Defects Liability Period exceeding 12 months

Clause	Description / Wording																																																						
	Part T4: Any Contract involving 4.1 Underground Mine or Colliery Working' 4.2 Tunnelling 4.3 Foul Berthing 4.4 Stevedoring Work 4.5 "Wet" work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water THE DEDUCTIBLES The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows: STANDARD BUILDING CONTRACTS <table border="1"> <thead> <tr> <th rowspan="2"></th><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr> <tr> <th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr> </thead> <tbody> <tr> <td>A1</td><td>Contract Value up to R10M</td><td>0.205%</td><td>R 10,000</td><td>0.205%</td><td>R 10,000</td></tr> <tr> <td>2</td><td>Contract Value above R10M up to R25M</td><td>0.255%</td><td>R15,000</td><td>0.255%</td><td>R15,000</td></tr> <tr> <td>3</td><td>Contract Value above R25M</td><td>0.255%</td><td>R25,000</td><td>0.255%</td><td>R25,000</td></tr> </tbody> </table> CIVIL & ALL OTHER CONTRACTS <table border="1"> <thead> <tr> <th rowspan="2"></th><th rowspan="2">Description</th><th colspan="2">Existing</th><th colspan="2">Renewal</th></tr> <tr> <th>Gross rate</th><th>Excess</th><th>Gross rate</th><th>Excess</th></tr> </thead> <tbody> <tr> <td>B1</td><td>Contract Value up to R1M Canals/water channels & bridges</td><td>0.350%</td><td>0.25% of claim minimum R10 000 R35,000</td><td>0.350%</td><td>R 10,000</td></tr> <tr> <td>2</td><td>Contract Value above R1M up to R5M</td><td>0.350%</td><td>0.25% of claim minimum R20 000</td><td>0.350%</td><td>0.25% of claim minimum R15,000</td></tr> </tbody> </table>						Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	A1	Contract Value up to R10M	0.205%	R 10,000	0.205%	R 10,000	2	Contract Value above R10M up to R25M	0.255%	R15,000	0.255%	R15,000	3	Contract Value above R25M	0.255%	R25,000	0.255%	R25,000		Description	Existing		Renewal		Gross rate	Excess	Gross rate	Excess	B1	Contract Value up to R1M Canals/water channels & bridges	0.350%	0.25% of claim minimum R10 000 R35,000	0.350%	R 10,000	2	Contract Value above R1M up to R5M	0.350%	0.25% of claim minimum R20 000	0.350%	0.25% of claim minimum R15,000
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(D) <u>SASRIA</u> Rate : 1.00%																			
8.6.2	The Contractor will pay all premiums in connection with the insurance affected by the Contractor.																		
8.6.3	In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Contractor, the Contractor or sub-Contractor shall Part T1: in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; Part T2: complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent;																		

Clause	Description / Wording
	Part T3: negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.
8.6.4	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Contractor shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.
8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: 1. Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended 2. Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; 3. Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; 4. Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; 5. Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. 6. Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.
8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
8.6.8	The Contractor may affect, at his own cost, any insurance additional to that affected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.
8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be affected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.

Clause	Description / Wording
8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
8.6.11	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall Part T1: ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and Part T2: Ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable. The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.
9.1.4	Replace the contents of Clause 9.1.4 with the following: “Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: 1. will be entitled to an extension of calendar time for working days lost as may be approved by the Employer’s Agent, and 2. will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer’s Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer’s Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the Due Completion Date.
10.3.2	Dispute resolution shall be by amicable settlement.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.11	Add the following additional clause: “Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer’s Agent.”

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is:
1.2.1.2	The Contractor's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone Number (Work): Telephone Number (After Hours): Facsimile Number: Electronic Mail Address (E-mail):

C1.3: FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employers Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date": This Performance Guarantee shall remain in full force and effect **until the issue of the Certificate of Completion of the Works** in terms of the Contract. (Refer Clause 2 hereunder).

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1) The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

- 2) The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employers Agent of the **Certificate of Completion of the Works** or the date of payment in full of the Guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employers Agent and / or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3) The Guarantor hereby acknowledges that:
 - a) 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;
 - b) its obligation under this Performance Guarantee is restricted to the payment of money.
- 4) Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - a) A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - b) A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - c) A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5) Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - a) the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - b) a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - c) the aforesaid written demand is accompanied by a copy of the notice of termination and / or the provisional / final sequestration and / or the provisional liquidation court order.
- 6) It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7) Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the **Final Payment Certificate** submit an **expense account** to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear zero percent (0%) interest.
- 8) Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 9) Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10) The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11) The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12) This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13) This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14) Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT (1993)

BETWEEN

THE KOUGA LOCAL MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by in his/her capacity as, duly authorised by virtue of a resolution dated, attached hereto as Annexure A, of the said (Herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of:

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

Contract number:

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- 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.
- The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe 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.
- The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

- 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 the undertakings as more fully set out in paragraphs (a) and (b) 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 inspect any appropriate records held 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.
- The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

for and on behalf of the Contractor:

.....

.....

.....

(Name and address of organization)

Witness:

.....

(Full name in block letters as well as signature)

.....

(Signature)

Date:

for and on behalf of the Employer:

Signature of authorized agent:

Name of authorized agent:

Capacity of authorized agent:

for the **Employer:**

**KOUGA LOCAL MUNICIPALITY
P O Box 21
Jeffreys Bay
6330**

Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:

C1.5: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Contractor:
(Name)

Employer:
(Name)

Employers Agent:
.....
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

CONTRACT

PART 2 (OF 4): PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Pricing Schedule and Summary**

C2.1: PRICING INSTRUCTIONS

PREAMBLE TO THE BILL OF QUANTITIES

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Pricing Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Pricing Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**

4. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where quantities are given in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Pricing Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Stage 1 to Stage 6 of Normal Services will not be based on a percentage of a construction estimate, but on the Tenderer's own independent pricing for the relevant Stages. Stages 1 to 6 for Normal Services are as defined in Par 3.2 of the Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act (46 of 2000), Published in Government Gazette No 44333, 26 March 2021.

7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Pricing Schedule. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

8. The categories of persons in respect of time-based fee rates for professional services shall be as specified in the BoQ for the Key Persons.

9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

10. Provisional sums are provided in respect of services and may not be removed from the BoQ during pricing. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Pricing Schedule.

11. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which claimable under Miscellaneous Items at DPW rates. Payment will only be made for copies of reports and drawings submitted

to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

12. Construction monitoring staff shall be reimbursed for travelling expenses as per the relevant Travel: Construction Stage item.

13. All travel expenses are to be priced under the relevant items (pre- and during construction).

14. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.

15. All charges in respect of attendance at meetings) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Pricing Schedule).

16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

C2.2 PRICING SCHEDULE AND SUMMARY

NOTE:

- 1) Only firm prices will be accepted. Non-firm prices will not be considered.
- 2) All delivery costs MUST be included in the bid price for delivery in Humansdorp.
- 3) Document MUST be completed in non-erasable black ink.
- 4) NO correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
- 5) The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- 6) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.
- 7) Rates inserted should be applicable from date of appointment.

ITEM NO	STAGE / DESCRIPTION	UNIT	QTY	UNIT PRICE EXCL VAT	TOTAL EXCL. VAT
<u>LABOUR</u>					
1.	1-ton LDV per km				
2.	Tractor-Loader-Backhoe (TLB) rate per hour (normal working hours)				
3.	Supervisor rate per hour (normal working hours)				
4.	Skilled Artisan rate per hour (normal working hours)				
5.	General Assistant rate per hour (normal working hours)				
6.	Certificate of compliance certificate (CoC)	certificate	1		
TOTAL A					
<u>MATERIAL</u>					
7.	38 kVA 3phase diesel generator with automatic changeover switch				
8.	95mm ² x 4-core armoured cable (per metre)				
9.	160A, 3 phase enclosed automatic changeover switch (per unit)				
10.	Precast Concrete Plinth (L=2000mm x W=1000mm x T=200mm) (per unit)				
11.	Surface mounted distribution board – IP65 weatherproof (H=1000mm x W=1000mm x D=300mm) (per unit)				
12.	White Steel trunking (120mm x 50mm) (per meter)				

13.	3 pole curve 160A 25kA circuit breaker (per unit)				
14.	3 pole curve 60A 5kA circuit breaker (per unit)				
15.	3 pole curve 100A 6kA circuit breaker (per unit)				
16.	Single pole curve 3kA, 10A circuit breaker (per unit)				
17.	Single pole curve 3kA, 20A circuit breaker (per unit)				
18.	Single pole curve 3kA, 60A circuit breaker (per unit)				
19.	Single pole curve 3kA, 40A circuit breaker (per unit)				
20.	Single pole & neutral 6kA, 63A earth leakage (per unit)				
21.	Copper earth spike (L=1,5m D=16mm) (per unit)				
22.	2,5mm twin and earth conductor (per 100m)				
23.	1.5mm twin and earth conductor (per 100m)				
24.	16A double socket outlet (per unit)				
25.	16mm copper bare wire (per metre)				
26.	30 000lm 300w LED floodlights (per unit)				
27.	Cable ties, screws, bolts, nuts, insulation tape, signs, cable glands, and Labels				
TOTAL B					
Subtotal C (Subtotal A+B)					
Add: 15% Value Added Tax on Subtotal C above = (C) X 15%					
TOTAL TENDER AMOUNT (E) = (C) + (D) CARRIED TO FORM OF OFFER & ACCEPTANCE					

SCOPE OF WORK

PART 3 (OF 4): Description of works

- C3.1 Description of the Works
- C3.2 Background and Specification

KOUGA LOCAL MUNICIPALITY

BID NO. 110/2026

RFQ: SUPPLY, DELIVERY AND INSTALLATION OF 38 KVA 3-PHASE DIESEL GENERATOR

C3.1 Description of the Works

STATUS

In the event of any discrepancy between the Scope of Work and any part of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

EMPLOYER'S OBJECTIVE

The Employer's objective Supply, Delivery and Installation of 38 KVA 3-Phase Diesel Generator

C3.2. BACKGROUND AND SPECIFICATION

1. SCOPE OF SPECIFICATION

This specification provides for the supply and delivery of 38 kVA 3phase diesel generator with automatic changeover switch, excluding installation as specified.

2. SPECIAL CONDITIONS

- Two appointment letters for a similar job done by the bidder.
- Such proof may consist of, but not limited to, reference letters, appointment letters, invoices, purchase orders, and completion of certificates.

3. APPLICABLE STANDARDS

The specified unit should comply with **SANS 10142-1, SANS 8528, NRS 097-2** and **Occupational Health and Safety Act (No 85 of 1993)** standards.

3. GENERAL DESCRIPTION

- 3.1. A 38 kVA 3-phase generator equipped with an Automatic Changeover Switch (also known as an Automatic Transfer Switch or ATS) provides a seamless backup power solution for medium-to-large commercial or industrial operations.

4. OPERATIONAL REQUIREMENTS

- 4.1. Maximum 41 kVA, 380V at 1500 RPM.
- 4.2. Constant voltage AVR (Automatic Voltage Regulator).
- 4.3. 24 Volt Electric Starter equipped or connected to a rechargeable 24V lithium battery. In the event of a power failure, the ATS automatically starts the generator and switches the electrical load from the grid to the generator. When grid power returns, the switch transfers the load back to the mains and shuts down the generator without manual intervention.
- 4.4. 75 Litre Fuel Tank, 13 Hours @ 75% loads; Silent Version (± 72 dBa).
- 4.5. Four-cylinder, vertical, water-cooled Diesel Engine with Low oil pressure system & 3-phase power output.
- 4.6. Must be equipped with steel mounting brackets on the base for easy mounting on the plinth.
- 4.7. Low voltage compartment with complete wiring, plugs and circuit breakers.
- 4.8. Digital Control Panel.
- 4.9. Light indicator for mains and generator

4. CERTIFICATION AND TESTING

Automatic Function Test:

- 4.1. Mains Failure Simulation: The main breaker is tripped. The ATS must detect the loss, start the generator, and transfer the load (typically within 10–20 seconds).
- 4.2. Mains Restoration: Restore utility power. The ATS must monitor the grid's stability for a set delay (often 30–60 seconds) before switching back and entering a "cool-down" cycle for the engine.
- 4.3. Step Load Testing: Rather than a single 0–100% jump, the generator is tested in increments (e.g., 25%, 50%, 75%, 100%) to ensure it maintains stable voltage and frequency at each stage.

The generator and its components must be tested at the factory to meet global performance benchmarks:

- 4.4. ISO 8528: The definitive standard for generator set performance. It governs engine power ratings, fuel consumption, and vibration levels.

- 4.5. IEC 60947-6-1: This specific standard applies to Automatic Transfer Switching (ATS) equipment. It ensures the switch can safely handle short circuits and mechanical interlocks during the transfer.

5. ITEM SPECIFICATIONS

- 5.1. **Power Output:** Delivers approximately 30.4 kW of real power (assuming a 0.8 power factor).
- 5.2. **Electrical Configuration:** 3-phase, 4-wire system, typically operating at 380V - 415V and 50 Hz.
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- 5.4. **Electrical Configuration:** 3-phase, 4-wire system, typically operating at 380V - 415V and 50 Hz.
- 5.5. **Noise Control:** "Silent" or sound-attenuated canopy models generally operate between 70–78 dB(A) at 1 metre.
- 5.6. Generator/load current monitoring and protection with generator overload protection (kW)
- 5.7. IP65 rating (with optional gasket) offers increased resistance to water ingress
- 5.8. Licence-free PC software

SECTION B:

INSTALLATION AND LABOUR

1. Transport: 1-ton LDV cost per kilometre.
2. Tractor-Loader-Backhoe (TLB): Rate per hour
3. Supervisor: Rate per hour
4. Skilled Artisan: Rate per hour
5. General Assistant: Rate per hour
6. Testing and Certification: Certificate of Compliance (CoC)

SECTION C:

MATERIAL AND SUNDRIES

1. Cabling: 95mm² x 4-core armoured cable for grid mains and feeders
2. Change over switch: 160A IP 65 enclosed automatic changeover switch
3. Precast Concrete Plinth (L=2000mm x W=1000mm x T=200mm): precision-engineered for use with generators.
4. Distribution board: Surface mounted distribution board – IP65 weatherproof (H=1000mm x W=1000mm x D=300mm)
5. Black circuit breakers: 3 pole curve 60A 5kA circuit breakers, single pole curve 3kA 5A/10A/15A/20A/30A/40A/60A circuit breaker
6. Black single pole & neutral 6kA, 63A earth leakage.

7. White Steel trunking 120mm x 50mm
8. Copper earth spike (L=1,5m D=16mm)
9. Sundries: Cable ties, screws, bolts, nuts, insulation tape, signs and Labels.