



TENDER/BID

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

BID NO: NSEZ/2026/05

(CIDB 7EP)

NAME OF BIDDER:
CSD REG NO.:
TEL NUMBER :
AMOUNT: (Vat Incl)

Vendor Validity Period : 4 years

Prepared for:
Nkomazi SEZ SOC Ltd

**Compulsory briefing session: 30 JULY 2026 - NSEZ site,
Komatipoort @11h00 (Sasol Garage Komatipoort)**

Technical enquiries:
Ms. S Mazomba
smazomba@nkomazisez.gov.za

SCM enquiries:
Ms. B Mahlalela
bmahlalela@nkomazisez.gov.za

CLOSING DATE: 13 AUGUST 2026 @12h00

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PART A: BID DOCUMENT

1. INVITATION TO BID

Part 1				SBD1	
YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF NKOMAZI SPECIAL ECONOMIC ZONE					
BID NUMBER:	NSEZ/2026/05	CLOSING DATE:	13 AUGUST 2026	CLOSING TIME:	12h00
DESCRIPTION	CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE (CIDB 7EP)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED TO: Nkomazi SEZ Offices, 1ST FLOOR, MEGA Office Building, MEGA Office Park, 02 Eastern Boulevard, Riverside, Mbombela, 1201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. BN Mahlalela		CONTACT PERSON	Ms. S Mazomba	
TELEPHONE NUMBER	084 425 8144		TELEPHONE NUMBER	061 455 3828	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<u>bmahlalela@nkomazisez.co.za</u>		E-MAIL ADDRESS	<u>smazomba@nkomazisez.gov.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE					

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YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐

YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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2. BID DATA

Part 2

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.
1.4. THE FIDIC WHITE BOOK (FIFTH EDITION, 2017) EMPLOYER/CONSULTANT MODEL SERVICES AGREEMENT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, APPLY TO THIS BID.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS MUST SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MUST ALSO SUBMIT A PRINTED TAX COMPLIANCE (TCS) CERTIFICATE TOGETHER WITH THE BID.
2.5 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED & CSD PRINT OUT, NO OLDER THAN 1 MONTH, MUST BE SUBMITTED
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD REPORT.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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2.1. MANDATORY REQUIREMENTS (PRE-COMPLIANCE)

Failure to meet any of the below will result in disqualification:

No.	Requirement	Proof Required
1	Valid Tax Compliance Status	SARS Pin
2	Company Registration	CIPC Documents
3	CSD Registration	CSD Report
4	Professional Registration	ECOSA at least as a Pr.Eng or Pr.Tech.Eng
5	Minimum 5 years' experience	Reference Letters
6	Signed SBD Forms	All applicable SBDs
7	Certified ID Copies of Directors	Not older than 6 months
8	Signed letter of Authority	
9	CVs and Qualifications of Personnel	Certified, not older than 6 months
10	Joint Venture	Proof of Joint venture agreement

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3. BID RULES

- 3.1 The terms 'bid' and 'tender' may be used interchangeably in this document and mean the same thing.
- 3.2 Documents should strictly be completed in black ink only by the bidder. Mistakes made by the bidder on the documents shall not be erased with correcting fluid. A line should be drawn through the incorrect entry and the correct information included next to that. The bidder must initial information on the line drawn. If not done accordingly, the bid shall be disqualified. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 3.3 The **pricing schedule must be fully completed and signed**; else the Bidder will be excluded for further evaluation. Rates shall be summed up on the summary page and VAT must be added to produce the Total Bid Amount. The Total Bid Amount must be transferred to the Form of Offer and Acceptance.
- 3.4 Value Added Tax at 15% must be included in the bidder's pricing. If a bidder is not registered with SARS for VAT purposes and is awarded the Contract, the value of which is above the threshold required for registration as a VAT Vendor, the successful bidder must submit proof that the Bidder has applied for VAT Vendor registration within 14 days of the signing of the contract with the Department, failure of which shall result in the VAT not being paid to the successful bidder.
- 3.5 Nkomazi SEZ SOC reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute a project.
- 3.6 Nkomazi SEZ SOC reserves a right not to appoint the lowest or any bidder.
- 3.7 Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.
- 3.8 Nkomazi SEZ SOC, reserves the right to cancel or withdraw this bid or the resultant Vendor Base if:
 - 3.8.1 Due to changed circumstances, there is no longer a need for these construction contractor services; or
 - 3.8.2 Funds are no longer available to cover the total envisaged expenditure; or

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- 3.8.3 No acceptable bids are received; or
- 3.8.4 There is a material irregularity in the Bid Process.
- 3.8.5 Non-compliance in terms of undertaken minimum SMME involvement and local labour involvement percentages.
- 3.9 In the case of sub-contracting or joint venture agreement, Nkomazi SEZ SOC, will enter into a single contract with the principal bidder.
- 3.10 Nkomazi SEZ SOC reserves the right to call interviews with short-listed bidders before final selection.
- 3.11 Nkomazi SEZ SOC reserves the right to, at its sole discretion, seek clarification and/or further supporting information from any or all bidders, during the bid adjudication process. During this process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought by the Bidder, offered or permitted Nkomazi SEZ SOC.
- 3.12 Without limiting the generality above, Nkomazi SEZ SOC, may, in its sole discretion:
 - 3.12.1 Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
 - 3.12.2 Require or seek out confirmation from other parties of information furnished by a Bidder.
- 3.13 Nkomazi SEZ SOC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 3.14 Bidders shall be registered on the Department of National Treasury's Central Supplier Database (CSD) and a printout of the CSD Registration Report showing the company's current status must be included in the bid. This document must indicate Vat and Tax Registration status and current tax compliance as well as company registration number information.
- 3.15 The successful bidder will be required to sign a Service Level Agreement (SLA).

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- 3.16 Notwithstanding any omissions and/or inconsistencies, if any, in this TOR's specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively
- 3.17 Bid documents should be deposited in the bid box situated at one of the following venues on or before **13th AUGUST 2026 at 12h00** which is the closing date and time for this bid:
- BID BOX, Nkomazi SEZ Offices, 1ST FLOOR, MEGA Office Building, MEGA Office Park, 02 Eastern Boulevard, Riverside, Mbombela, 1201.
- 3.18 This request for bid document contains confidential information about Nkomazi SEZ, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of Nkomazi SEZ SOC.
- Any reproduction or transmission of information contained in this document, except for the sole purpose of responding to this bid, is strictly prohibited.
- 3.19 References to Nkomazi SEZ SOC, must not be made in any literature, promotional material and/or brochures or sales presentations without the express written consent of Nkomazi SEZ SOC.
- 3.20 It is the responsibility of the bidder to ensure that Nkomazi SEZ SOC, receives and can open and process a complete proposal.
- 3.21 No assignment or fronting will be allowed. A bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled, and any costs borne shall be for the account of the defaulting service provider. These costs shall include the costs of appointing another service provider to complete the work and any professional and legal services required to enable this and will include expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the NKOMAZI SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

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- 3.22 Only persons duly authorized by a company shall sign the documents that are to be submitted to the Nkomazi SEZ SOC Ltd. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the joint venture or consortium must accompany bid documents. Representatives of all the parties in the joint venture or consortium shall sign the establishment document. Each partner company must provide a Resolution by Board of Directors for signatory to act on behalf of their company as part of the bidding entity.
- 3.23 All bids will be valid for **90 days** after closing date. In cases where the bidders fail to sign the Service Level Agreement and/or Contract Document or fail to produce the required proof of Guarantees, Sureties and/or Insurances within the required time, or are unable to undertake work given or withdraw during the appointment period, the bidder shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if Nkomazi SEZ SOC accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.
- 3.24 Matters related to payment shall be as stipulated in the Bid documentation and as reflected in the Service Level Agreement entered into between Nkomazi SEZ SOC, and the successful bidder.
- 3.25 Bids will only be considered for acceptance if (i.e. will only be regarded as responsive if):
- 3.25.1 The Bidding Contractor is an **Electrical Engineering Contracting business** undertaking. There must be a fulltime **registered professional Electrical Engineer**, registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will oversee the electrical engineering construction activities of the **Electrical Engineering Contracting business** as **Contracts Manager**.
 - 3.25.2 Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers and proof of current 'active' status, of all the registered persons mentioned in 3.26.1. above are included with the Electrical Engineering Contractor bid as part of the returnable documentation.

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- 3.25.3 The information, required in respect of 3.26.1 and 3.26.2 above has been provided for all partner company's forming the Bidding Entity in a consortium or joint venture;
- 3.25.4 At least one registered professional Electrical Engineer, of whom the same documentation as in 3.26.2 above has been included in the bid, of the bidding Contractor has been listed as a Key Person in this bid;
- [The Employer retains the right to verify current professional registration required in terms of 3.26.2, 3.26.3 and 3.26.4 above with the relevant Council as part of the bid evaluation process. In the event of any such person not currently being registered with the relevant Council, it will render the bid as unacceptable (i.e. non-responsive) and excluded from further consideration.]
- 3.25.5 The bidding Contractor has provided the required information/documentation to enable an evaluation panel to perform **functionality checks** and **risk assessments** as described below.
- 3.25.6 Electrical Contractor bid offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the criteria provided in PART B: TERMS OF REFERENCE & SCOPE OF WORKS below, weighted as indicated. Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements whereafter bids will be evaluated solely on the basis of price and preference.
- 3.25.7 Electrical Contractor bid offers will also be judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

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The risk criteria are as follows:

Description of risk criteria and sub criteria

Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the bid. The aforementioned can also entail that the persons, named in the schedule of Key Persons, be invited to an interview.

RISK CRITERION 1

- Allocation of **suitably qualified and appropriately experienced human resources**, both in respect of principals and/or other staff (professional, technical and/or administrative) of the bidding Contractor to the project, as described in the schedule of Key Persons , as proof that the bidding Contractor will be able to react/respond appropriately to the Services required herein.

(An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons , from information contained in curriculum/curricula vitae submitted with the bid. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the bid and will therefore render the bid as unacceptable and excluded from further consideration)

RISK CRITERION 2

- The bidding Contractor's **relevant experience and performance on comparable projects during the past 10 years**. Aspects to be regarded as “comparable” includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (appropriate types of infrastructure in large Industrial Townships), locality/area of execution (site-specific influences, knowledge of local conditions, etc.),

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complexity of project, projects for similar Employer department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

(An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the bidding Contractor from information submitted with the bid (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the bidding Contractor must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the bidding Contractor. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information with the bid and will therefore render the bid as unacceptable and excluded from further consideration)

RISK CRITERION 3

- Confirmation of the required level of works insurance, performance guarantees, sureties, and other insurances as specified in terms of Contract Data.

(If confirmation/proof of works insurance, performance guarantees, sureties, and other insurances is not duly confirmed in Data provided by the Contractor, the risk to Employer will be regarded as unacceptable and render the bid unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the bid evaluation process. Unconfirmed professional indemnity insurance will render the bid as unacceptable i.t.o. risk and excluded from further consideration).

Note: Any Electrical Bulk Contractor Bid not complying with all the above-mentioned stipulations, will be regarded as non-responsive, will be rejected and will therefore not be considered for further evaluation.

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RISK CRITERION 4

- Attendance of compulsory clarification meeting by a **senior technical representative of the bidding Contractor** who shall be a practicing key senior staff member and shall be reflected as part of the Key Persons proposed in this bid.

(Non-attendance by the appropriate **senior technical representative of the bidding Contractor**, will be regarded as a risk to the Employer in that salient information required for bid purposes would not have been to the knowledge of the bidding Contractor, rendering any resultant bid to be incomplete. **Non-attendance** by a **senior technical representative of the bidding Contractor** will render the bid a risk to the Employer and **will be rejected and therefore excluded from further consideration**)

Note: Any Electrical Bulk Contractor Bid not complying with all the above-mentioned stipulations, will be regarded as non-responsive, will be rejected and will therefore not be considered for further evaluation.

- 3.26 The Bidder must show **proven experience in the provision of the required electrical projects** and must provide information of up to **five (5) relevant similar projects**, with letters of appointment/SLAs, completions certification, value completed works and contactable references in this regard for the size level category for which they are applying.

The supporting documentation required is as specified in the Stage 3: Functionality Requirements section in Part B: Terms of Reference & Scope of Works.

- 3.27 **Repudiation of Bid or Invalidation of Contract** - If the Employer is satisfied that the Bidder or any person being an employee, partner, director or shareholder of the Bidder or a person acting on behalf or with the knowledge of the Bidder:

3.27.1 has offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of a contract;

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3.27.2 has acted in a fraudulent or corrupt manner in obtaining or executing a contract;

3.27.3 has approached an officer or employee of the Employer or Engineer with the object of influencing the award of a Contract in the Bidder's favour;

3.27.4 has entered into any agreement or arrangement, whether legally or binding or not, with any other person, firm or company.

3.27.4.1 to refrain from Bidding for this Contract;

3.27.4.2 as to the amount of the Bid to be submitted by either party;

3.27.4.3 has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of this proposed Bid;

the Employer may, in addition to using other legal remedies, repudiate the Bid or declare the Contract invalid should it have been concluded already.

Should this occur, the bidder who's bid has been repudiated shall be liable for the full value of expenses required for the preparing of new bids, re-advertising, appointment and any difference in the bid value in the case that there is an increase therein. This shall not apply if the Nkomazi SEZ SOC, accepts another bidder from the bids received as part of this bid process, apart from being responsible for covering the costs involved should there be an increase in bid value.

3.28 Should the Bidder provide false information or misrepresentation on the Bidder's Disclosure Documentation (in Section 5 of the Bid Data), such bidder shall immediately be disqualified.

3.29 The Employer does not bind himself to accept the lowest or any Bid and reserves the right to accept the whole or in part of the Bid. No reason for the acceptance or rejection of any Bid will be given.

3.30 As a condition of the Bulk Electrical Engineering Contractor Bid process, each bidder shall state in its Bid the percentage SMME involvement it undertakes to achieve in the event of appointment following this bid process. The stated SMME involvement commitment by the Bulk Electrical Contractor shall not be less than 30% (based on the contract value) and may be up to 45% or even more. Upon appointment, the successful bidder shall be

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contractually bound to achieve the SMME involvement percentage committed in its Bid, subject to the use of qualifying SMMEs, selected from the Nkomazi SEZ SOC's SMME Data Base and compliance with the Employer's applicable SMME participation and reporting requirements.

- 3.31 As a condition of the Bulk Electrical Engineering Contractor Bid process, each bidder shall state in its Vendor Base application the percentage Local Labour involvement it undertakes to achieve in the event of appointment following this Bid process. The stated Local Labour involvement commitment by the Successful Bulk Electrical Contractor shall not be less than 70% (based on the number of individuals on site for the duration of the contract) and may be up to 85% or even more. Upon appointment, the successful bidder shall be contractually bound to achieve the Local Labour involvement percentage committed in its Vendor Base application, subject to the use of Local Labour selected from the Nkomazi SEZ SOC's Local Labour Data Base and compliance with the Employer's applicable Local Labour participation and reporting requirement.

4. BID SUBMISSION RETURNABLE DOCUMENTATION

The format of the bid proposals to be submitted shall comprise cover letter and the following documents:

- 4.1 For the purposes of **Administrative Compliance** and **Mandatory Compliance, Compulsory** returnable bid documentation, fully completed and signed are as follows:
- 4.1.1 Invitation to bid.
 - 4.1.2 Bidder's Disclosure – completed and signed
 - 4.1.3 Bid Data – must be completed in full and signed by the authorised representative.
 - 4.1.4 Part C: Pricing Data & Form of Offer.
 - 4.1.5 Part D: Contract Data.
 - 4.1.6 Print out (not older than 30 days) of Department of National Treasury's Central Supplier Database (CSD) Registration Report showing the company's current Vat and Tax registration status / current tax compliance / company registration number information or, alternatively, bidders must submit their CSD reference numbers (MAAA.....) together with their Bids. In the case of JVs or Consortiums, each JV/Consortium member company

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must provide their own CSD report or reference number. Please note that the full CSD report is required, the summary report will not be accepted!

4.1.7 A resolution by Board of Directors for signatory to act on behalf of bidding company.

4.1.8 A resolution by Board of Directors of each partner company for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity.

4.1.9 Joint Venture/Consortium Agreement and Power of Attorney in case of Joint Ventures/Consortiums.

4.1.10 Only persons duly authorized by a company shall sign the documents that are to be submitted as part of this Bid. A Resolution by Board of Directors for signatory to act on behalf of bidding company is required. In the event of a Joint Venture / Consortium being the bidding entity, each partner company must provide a Resolution by Board of Directors for signatory to act on behalf of their company as part of the bidding entity.

4.1.11 In terms of joint Ventures / Consortiums, a document of establishment of the venture should accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

4.1.12 Letter of intent from the Bidder's Insurance Company to provide a 10% Performance Guarantee for the Contract.

4.1.13 Letter of intent from the Bidder's Insurance Company to provide works insurance for the value as stated in the Contract Data.

4.1.14 Certified copies of appropriate qualifications and/or registration documentation (and proof of paid-up membership/membership being 'active' status) with discipline relevant recognized South African Built Environment Professional Organization (s) as specified in Part A: Terms of Reference & Scope of Works, Evaluation Criteria Stage 2 Mandatory Requirement (pre-qualification criteria).

4.1.15 Proof of attendance of compulsory briefing meeting by a senior company representative.

Where applicable should a bidder not comply with any one of these above requirements, the bid shall be deemed non-responsive and the bidder shall be disqualified.

4.2 The following documentation is **not compulsory** but is recommended:

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- 4.2.1 Company/CC/Trust/Partnership registration certificates.
- 4.2.2 Tax Compliance status Pin.
- 4.2.3 VAT Registration Certificate from South African Revenue Services (SARS).
- 4.2.4 Entity/JV Partner(s) company profile (prospectus) that illustrates the core business, services offered, company profile and staff compliment.
- 4.2.5 Summary Table of verifiable previous projects with contact details of the project owners, completion dates and final professional fee- and construction cost values.
- 4.2.6 Letters of Appointment and/or Purchase Orders and Final Completion Certificates of projects submitted to show previous relevant experience and appropriate final construction costs/professional fee values

or;

reference letters from Employers with contact details on company letterhead of previous projects listed as relevant experience and including completion dates and appropriate final construction costs/professional fee values. However, should these not be supplied, the bidder will score zero (0) points for this section in the Functionality section of the evaluation of bidders and may result in the bid being rejected to not meeting functionality threshold.
- 4.2.7 Comprehensive works methodology and implementation plan.
- 4.2.8 Comprehensive Gantt chart type program.

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PART B: TERMS OF REFERENCE & SCOPE OF WORKS

1. INTRODUCTION

Nkomazi Special Economic Zone (Nkomazi SEZ) is a State-Owned Company (SOC) Business Reg No: Nkomazi SEZ SOC LTD CIPC 2019/449561/30 established in terms of the SEZ Act to develop, manage and operate the Nkomazi SEZ.

The Nkomazi Special Economic Zone (SEZ) represents a strategically positioned logistics and industrial platform within South Africa, located along one of the most critical trade corridors in the Southern African region. Its proximity to the Lebombo border and the Maputo Corridor places it at the centre of regional trade flows between South Africa, Mozambique, Eswatini and the broader Southern African Development Community (SADC).

The Maputo Corridor is widely recognised as one of the most important trade corridors in Southern Africa. It facilitates the movement of goods between South Africa's industrial centres and international markets through the Port of Maputo

The Nkomazi SEZ is uniquely located to leverage off direct access to both rail and road networks, making it an ideal site for the development of an integrated logistics facilities and value-add type industries. By leveraging rail infrastructure and modern logistics systems, the SEZ can enhance trade efficiency, attract industrial investment, and support regional economic integration.

The Nkomazi SEZ is a green field investment platform that provides unique business opportunities in various industrial and supporting clusters such as minerals beneficiation, mineral and agricultural logistics, agro-processing, and general manufacturing.

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The Nkomazi SEZ SOC LTD is in the process of establishing a Special Economic Zone (SEZ) in Komatipoort – a town under the jurisdiction of the Nkomazi Local Municipality, Mpumalanga Province. The establishment of the Nkomazi SEZ is being undertaken in phases as follows:

- a) The Designation Phase;
- b) Interim Phase; and
- c) Development Phase.

The designation phase is complete, and the entity is currently busy with the activities of the interim phase. One of the key activities that is still outstanding in this phase is the development of detailed engineering designs.

The SEZ will be referred to as the Nkomazi SEZ.

1. 1. SITE LOCATION

The site is located on the southern side of the N4 Highway opposite Komatipoort Town. The area is located between contours 185 and 145 above mean sea level and the average annual rainfall is 427mm. The terrain is undulating with relative moderate to steep gradients. The Ngweti River bisects the site in a roughly east-west direction



Fig. 1. Site Location of the Nkomazi Local Municipality

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within the greater Mpumalanga and surrounds

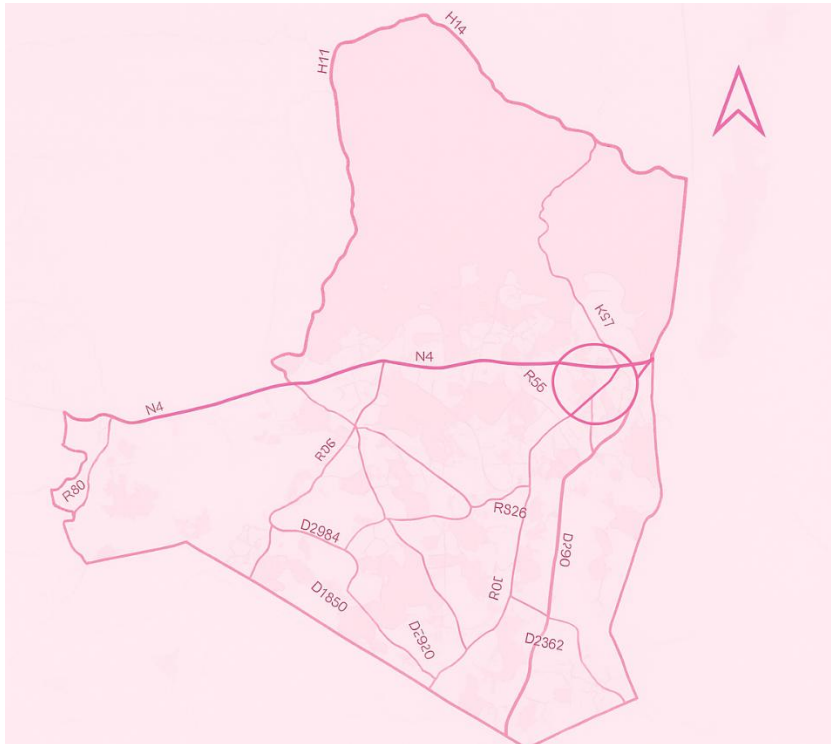


Fig. 2. Site Location within the Nkomazi Local Municipality region

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1. 2. SITE DESCRIPTION:

The following land use rights have been provided by the Town Planner Futures Development Consultants:

CODE	USE ZONE	LAND USE	LEGEND	NUMBER OF ERVEN	AREA (HA)	% OF AREA
B1	Business 1			1	1.91	0.58%
IND 1	Industrial 1			100	58.38	17.81%
IND 2	Industrial 2			30	50.81	15.50%
IND 3	Industrial 3			20	62.41	19.04%
TOR	Tourism			1	1.31	0.40%
		Electrical Substation		1	0.88	0.27%
		Water Treatment Works		1	2.52	0.77%
		Waste Water Treatment Works		1	4.55	1.39%
POS	Public Open Space			5	103.07	31.45%
ROADS					41.90	12.78%
TOTAL				160	327.73	100.00%

The following town planning layout has been provided by the Town Planner Futures Development Consultants:

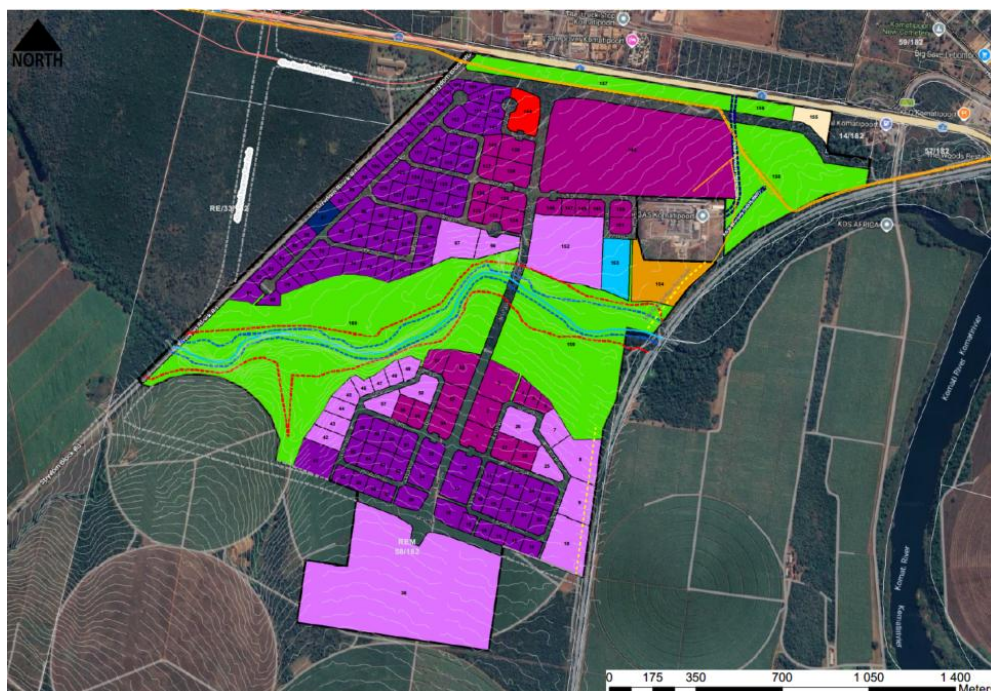


Fig. 3. Nkomazi SEZ Site Layout

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The Town Planner, Futures Development Consultants, has also provided the following town planning layout with developmental phase:



Fig. 4. Nkomazi SEZ Site Layout with Phasing

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2. DESCRIPTION OF THE WORKS:

2.1 EMPLOYER'S BROAD OBJECTIVES

It is the aim of the Nkomazi SEZ to construct the External Bulk Electrical Infrastructure to the SEZ and they are intending to appoint a Bulk Electrical Engineering Contractor firm or consortium of firms to perform the works.

The current estimated value of construction work is below R50 Million incl. Vat and therefore the 80/20 points system as prescribed by the Preferential Procurement Policy Framework Act (PPPFA) will apply.

The works is also estimated to fall within the range as prescribed CIDB 7 EP in terms of Construction Value, so contractors falling within **CIDB 7EP and CIDB 6EP PE** may bid for this construction work.

Bidders are to note that the Nkomazi SEZ SOC is currently undertaking a pre-qualification process for Contractor Vendor Base. This process will however run independently from this particular bid process for bulk electrical contractors for Phase 1 of the Nkomazi SEZ and will be completed thereafter. Bidders who bid for this work are still urged to apply for Vendor Base registration in the Bulk Electrical Construction category.

Attention is drawn to Clauses 3.31 and 3.32 of Part A: Tender Data Clause 3 Bid Rules with regards to targeted SMME and Local Labour percentage involvement and Bidder's undertaking with regards SMME and Local Labour participation within the Contract.

2.2 EMPLOYER'S DETAILED OBJECTIVES

The objectives of the employer for this contract are:

- (a) To build a 22kV switching station inclusive of selected civil works for the future 132/22kV substation
- (b) To connect the switching station from Eskom supply
- (c) Construct underground electricity cable network for phase 1.
- (d) To test and commission the Works.

The project scope can best be summarized as shown below: -

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2.1.1. EXTENT OF WORKS

A. CABLING:

1. To excavate and install underground cable to supply phase 1
2. Backfill accordingly.
3. Terminate cables at Ring Main Units or mini-substations
4. Pressure test and Commission cable portions

B. MINI-SUBSTATIONS:

1. Install suitable mini-substations
2. Connect cabling to mini-substations for phase 1
3. Test and commission installation

C. SWITCHING STATION:

1. Construction of 22kV switching station
2. Connect switching station to Eskom 22kV supply
3. Install suitable mii-substations
4. Connect cabling to mini-substations
5. Test and commission installation

2.3 GEOTECHNICAL

No Geotechnical investigation was done for the proposed bulk electrical works for Phase 1.

A general Geotechnical investigation report is available for the Nkomazi SEZ site, however, it is of a general nature and is to be considered as such. This report is included in this document.

2.4 CONSTRUCTION ACCESS TO SITE

The proposed Nkomazi SEZ site is located immediately to the south of the N4 highway, west of the Swaziland Main Railway Line and to the East of the Strydom Block Road (D1837).

The site Camp will be established within the above-mentioned site.

The site camp will be accessible from the Strydom Block Road. All works area of the site must be accessed from the Strydom Block Road.

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2.5 POWER SUPPLY AND OTHER SERVICES

Potable water and electrical services are available near the site. The Contractor shall make all his own arrangements concerning the supply and payment for electrical power, potable water and all other services and the metering of the same. No direct payment will be made for the provision of electrical, potable water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

No illegal water or electricity connections are permitted and all connections shall be in terms of the current Municipal By-laws and regulations. The Employer accepts no responsibility for shortages of any of these services and/or facilities due to any cause whatsoever and the cost of arranging auxiliary power or water supply shall be solely borne by the Contractor and it shall be deemed that the costs of providing such services and/or facilities are covered in the rates tendered.

2.6 CONTRACTOR'S CAMP SITE

The Contractor is responsible for making all the necessary arrangements for the acquisition, establishment and subsequent removal and reinstatement of his camp site. The Employer has indicated that land will be made available within the Nkomazi SEZ site for the contractor's site camp. The Contractor is responsible for ensuring that the requirements of the landowner and all competent authorities having powers of sanction over the area on which the camp site is established are met. The exact location and layout of the camp site shall be approved by the Engineer before establishment commences. No cost for relocation will be entertained.

The Contractor shall make the necessary arrangements for his own sanitary (toilet) facilities at his own cost for the duration of the Contract and such cost will be deemed to be covered in the rates tendered in the Schedule of Quantities and no claims for further costs related to sanitary facilities will be entertained. The Contractor shall ensure that the facilities are always kept in a clean and sanitary condition. Under no circumstances may the Contractor's staff make use of the surrounding buildings, structures, grounds or vegetation as a sanitary facility or litter/wastage disposal area.

The site of the camp must be kept clean and tidy at all times and upon completion of the works the Contractor shall remove all temporary offices, sheds, containers, etc. and shall reinstate the area to the Employer's satisfaction.

Waste materials such as material generated from excavation and demolition works, empty material bags and containers and other miscellaneous redundant materials shall be stored neatly in suitable

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covered containers on the site. This waste must be removed from the site by the Contractor to a registered waste disposal site at least once per week, or when full. The cost of all waste removal shall be deemed as covered by the rates for items in the Schedule of Quantities.

The Contractor is to remove all waste materials generated from the various work sites regularly so as to conform with the Health and Safety Act requirements and the applicable SANS Codes of Practice generally and the applicable municipal by-laws and environmental regulations.

Security of the Contractor's yard and offices and the works shall be for his own expense and no additional payment will be made for this should it be found that additional security measures are needed during the course of the contract. It is assumed that the cost of all arrangements with regards security shall be deemed as covered by the rates tendered by the Contractor in the Schedule of Quantities. Except where otherwise authorised, only security personnel will be permitted to remain in the site yard and around the working areas outside of normal working hours.

The Contractor shall provide and pay for the erection and maintenance of 2 standard SAICE type name board for the project. Positions to be confirmed by the Engineer.

2.7 FACILITIES FOR THE ENGINEER

No housing is required for the Engineer.

The Contractor will however allow a single office for the use of the Engineer.

The Contractor will also make allowance for a meeting room for the purposes of holding site meetings. The Contractor will supply these facilities on their site camp at Nkomazi SEZ.

No on-site laboratory facilities will be required by the Engineer. Any control testing required by the Engineer will be carried out by an independent laboratory. The cost of acceptance control testing will be borne directly by the Employer except for failed tests in which case the Contractor shall bear the costs of these tests as well as subsequent tests required on remedial work to ensure compliance. This does not obviate the Contractor with regards his own testing needed to ensure compliance.

Facilities required for use by the Engineer's site staff are scheduled in the Bill of Quantities in terms of SANS 1200 AB and are described in the Project Specifications.

2.8 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas. Except where provided for in the Specifications, no additional payment will be made for work done in restricted areas.

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However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

2.9 FEATURES REQUIRING SPECIAL ATTENTION

2.9.1. Dealing with Water

The Contractor is responsible for the control of stormwater from adjoining areas, the site and groundwater. No additional payment will be made, and it will be deemed to be included in the rates of the relevant items as included for in the Schedule of Quantities.

2.9.2. Survey Beacons (Setting Out of the Works)

The Contractor's attention is drawn to clause 5.1.2 of SANS 1200 A with regards to survey beacons and pegs.

Prior to any works commencing on site, the contractor shall satisfy himself that all setting out information including, but not limited to, benchmarks, pegs, existing road edge and services tie in levels and positions are correct on the drawings and documentation provided by the Engineer for construction in relation to what exists on site. Should the contractor find any discrepancy, this must be reported to the Engineer for further instruction within seven (7) days of finding such discrepancy, but prior to works commencing. Should the contractor fail to inform of such discrepancy, the setting out information as shown on the Engineer's drawings and documentation will be assumed correct and the works will thereafter be measured "net" based thereon. No further payments to the Contractor will be made due to additional costs, should such setting out and tie in coordinate checks not have been completed by the Contractor prior to construction commencement.

2.9.3. Existing Services

The Contractor's attention is drawn to sub-clause 5.4 of SANS 1200A regarding the protection of existing services.

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Prior to commencing work, the Contractor shall confirm with all authorities and departments concerned and obtain the necessary wayleaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the contract. The contractor shall ensure that wayleaves have not passed their expiry date. The contractor shall carry out the works with the minimum interference to existing services. He shall co-operate with all authorities and departments concerned and he shall be solely responsible for carrying out the following operations and checks:

- He shall set out the lines and levels of kerbs, pipes, culverts and any other necessary features of the Contract in order that authorities and departments are able to lay and / or relay services correctly.
- It shall be clearly understood that obtaining the necessary wayleaves and any extra work, such as removal of any portion of the works already executed either by the Contractor or other authority or department and its subsequent , re-execution, which is caused by the Contractor's failure to observe and carry out his responsibilities as specified, will be at his own cost.
- No excavation may commence until the position of the underground service at the crossing point has been marked out and verified by an official of the responsible authority.
- The particulars of the utilities involved and the contact persons responsible and the relevant contact details shall be made available to the Contractor by the Engineer. The Contractor shall ensure that services utilities are provided sufficient notice of pending works that may affect their existing services. The above will require at least two weeks' notice, but the Contractor shall contact the various service providers and confirm their individual notice period requirements.
- Excavation within 1m of the indicated position of an underground service shall only be carried out under the direct supervision of an official of the responsible authority.
- The Contractor must expose all existing services that lie within the area of the works and protect these services throughout the construction period. Several exploratory trenches must be hand excavated in the road reserve(s) and any other servitude(s) to confirm the position and depth of existing services. Existing services are to be protected

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and relocated if necessary. Where deemed necessary by the Engineer, a photographic status survey shall be performed of any crucial or significantly vulnerable services, and these services are then protected by the Contractor.

- If the Contractor considers that the progress of the works is being retarded by the failure of any authority or department to lay, remove or divert pipes, ducts, services or cables within a reasonable time, he shall immediately notify the Engineer in writing, stating clearly the number of days of delay claimed. The Engineer will then decide whether such a claim is justifiable, and in the event of the claim being accepted he will hand to the Contractor a certificate stating clearly the number of days of delay sanctioned.
- Costs involved with finding and protecting existing services shall be deemed to be covered by the rates and prices for various bill items making up the Schedule of Quantities for the Contract
- The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.
- The cost of photographic surveys and protection of existing services shall be deemed covered by the rates tendered in the schedule of quantities, forming part of this Contract.
- The cost of any stolen or vandalized services left open by the Contractor during the process of exposing, identifying and relocation of existing services will be for the Contractors account. The Contractor shall obtain sufficient insurance to cover such an eventuality and shall take all necessary security measures to oblivate such events. The cost of such additional insurances and security shall be deemed covered under the various items priced in the schedule of quantities.

(a) Protection of overhead and underground services

Services and sub-surface obstructions likely to be affected by the work, based on available records and surveys, have been shown on the drawings and utility wayleaves will be issued to the Contractor. Although every care has been exercised in the presentation of the available data, the Employer cannot and does not vouch for the accuracy or completeness of the information shown. Whenever

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the Contractor deems it necessary to determine the exact location of an existing services or obstruction, he shall at his own expense, make any examination that he may consider desirable in advance of the work, and the Employer does not accept any liability for loss, damage or delay to the Contractor as a result of the non-location or inaccurate location of services or obstructions.

Where no underground services are shown on the drawings or schedule, but the possibility of their presence can be reasonably inferred, the Contractor shall in collaboration with the Engineer, search for such services to establish their positions well in advance of the work.

A full report shall then be submitted in good time to the Engineer, to enable the necessary arrangements for the protection, removal or diversion of the services before work is commenced.

In the event of damage to existing services, the Contractor shall take such immediate action as is necessary to prevent further damage or danger to life or property and shall immediately notify the Engineer who will issue instructions as to the necessary repairs or protective measures to be taken. The cost thereof shall be borne by the Contractor irrespective of whether the repairs or protective measures were carried out by him or on behalf of the service authority or department concerned.

As soon as an underground service not shown on the drawings is discovered, it shall be deemed to be a known service, and the Contractor will be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the Contractor will be reimbursed for the cost of making good such damage, unless it is established by the Engineer that the Contractor did not exercise reasonable diligence and care and that the damage was avoidable.

Should a dispute arise regarding the liable party regarding the cost of the repairs, the Engineer shall keep record of the repairs and cost incurred.

2.9.4. Existing Roads, Dealing with Traffic & Temporary Access

The Contractor shall note the presence of existing roads in the area and the site is situated within a busy district comprised of a combination of residential, business and industrial activities. The Contractor is to always maintain the flow of traffic during construction. The Contractor shall furthermore ensure that the accommodation of traffic and other ancillary works

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comply with the Nkomazi District Municipal and Mpumalanga Provincial Roads Authority requirements and SANS 1200 requirements.

The Contractor shall always provide suitable access to erven and make arrangements for crossing of erven accesses with property owners. To this end, suitable trench crossings shall be constructed where required. Temporary trench crossings shall be in the form of portable bridges, temporary backfill or other approved means and shall be capable of permitting the safe passage of all vehicles. The Contractor shall also be responsible for maintaining crossings and for removing the same when they are no longer required.

2.9.5. Health and Safety Requirements

This Contract requires strict compliance with the Occupational Health and Safety Act, 1993 and the Construction Regulations 2014, related thereto.

During preparations of his tender, special attention must be given by the Tenderer to Conditions of GCC third edition 2015 clause 4.3.2, The Occupational Health and Safety Act 1993 (OHSA) and the Construction Regulations (2014) promulgated thereunder and to the Health and Safety Specifications bound into this document. The rates entered in the various items making up the Works and particular items in the Preliminary and General Section in the Schedule of Quantities will be assumed to make due allowance for such compliance and no further monies will be paid to the Contractor for such compliance.

The Contractor shall always ensure that his operations do not endanger any property or any member of the public, Employer's staff or staff of adjacent businesses, residences, road users and pedestrians.

The Contractor shall liaise with the Employer to determine the particular Health and Safety rules and regulations pertaining to the site and acquaint himself and his staff therewith and always comply with these.

The Contractor shall ensure that all personnel and equipment are fitted with the correct safety equipment and fittings as described in the Health and Safety Act and Construction Regulations and identified in terms of the Health and Safety Specification and the Contractor's own risk assessments. The Contractor shall appoint the required safety officers to ensure Health and Safety Act compliance at all working areas within the site for the entire contract.

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The Contractor is to ensure that all safety clothing, i.e. hardhats, safety boots, day-glow vest, gloves, eye protection etc. as required are used by all his staff, Sub-contractors' staff and other visitors to the areas of work within the site at all times and shall ensure that sufficient additional personal protective clothing is available within the site offices for use by all parties present at the site meetings and site visits.

Access to the site shall be restricted to the Contractor's and his Sub-contractors personnel and to the authorized agents and staff of the Employer.

The Contractor shall supply the Engineer with a fortnightly schedule of personnel, plant and equipment to be employed on the Contract. The Contractor shall ensure that the personnel remain within the confines of the site and the costs related thereto shall be covered by the rates tendered in the Schedule of Quantities.

Should the Contractor not comply with the Occupational Health and Safety Regulations, the Engineer or his representative may instruct the Contractor to suspend all work to the site until the regulations are complied with, the cost of such standing time being for the account of the Contractor. In the event that this persists, the Employer reserves the right to terminate the contract.

2.9.6. Other Contractors on Site

It is envisaged that other contractors and the employer may be active on site during the execution of the works for this contract. The cost of accommodating other contractors and the employer on site shall be deemed covered by the rates tendered in the schedule of quantities, forming part of this contract. Refer to Contract Data Clause 4.8. Facilities for Others.

2.9.7. Existing Trees and Shrubs

With regards to existing trees the following applies:

- A meeting shall be arranged with the Environmental Management Professional to determine which trees may be felled within the route of the Bulk Electrical Works and which need to be transplanted and who would be responsible for this.
- Where existing trees are identified to be relocated, this shall be done carefully, together with roots and sufficient soil and transplanted to positions in close proximity to the works identified by the Environmental Management Professional (if necessary). These shall be sufficiently watered through the Contract and the defects liability period to ensure their survival.

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- The Contractor shall contact and liaise with the Environmental Management Professional prior to any trees or shrubs being removed.
- The cost of all tree felling, grubbing, removal, dumping, transplanting, watering and liaison with the Environmental Management Professional and any municipal/provincial officials will be deemed covered under the tendered rates and no additional costs will be paid to the Contractor in this regard.
- A meeting shall be arranged with the Engineer, the Environmental Management Professional and Contractor to determine which trees may be felled within the route, which need to be transplanted and which trees to remain. No trees in the electrical cable route may be removed without approval.

2.10 ENVIRONMENTAL REQUIREMENTS

The Contractor shall take particular note of the environmental requirements contained in the Construction Environmental Management Programme.

The Contractor shall take every precaution to comply with the requirements and avoid damage to any trees or vegetation within the site, which falls outside the designated work area as indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within designated works areas will not be permitted without the written consent of the Engineer.

2.11 PROGRAMME OF WORK

The Contractor shall submit his programme, within the time stated in the Contract Data, to the Engineer for approval. The programme shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the engineer, and shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the programme.
- (ii) The sequence of activities and any dependencies (time or resource related) between them.

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- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) The anticipated value of work to be done during each month.
- (vi) Other information specifically required by the Engineer.
When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:
 - (i) Expected weather conditions and their effects.
 - (ii) Known physical conditions or artificial obstructions.
 - (iii) The accommodation and safeguarding of public traffic.
- (iv) Dealing with, altering and installing services.
- (v) All other actions required in terms of this Contract.

The following details shall be submitted together with the programme:

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc.).

The Contractor shall base his initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by him.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer believe that a major revision of the programme is required, the Contractor will be notified in writing and a revised programme shall be submitted within two weeks of receipt of such notification. If the Contractor feels that a major revision is required then he may request in writing permission from the Engineer that such a revision be made.

It should be noted that it is in the Contractor's interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme, since the approved programme

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may be used to evaluate any claims in terms of the General Conditions of Contract for Extensions of Time.

Acceptance of the programme merely constitutes an acknowledgement by the Engineer that the Approved Programme represents a contractually compliant, realistic and achievable depiction of the Contractor's intended sequence and timing of construction of the works. Approval does not turn the Contractor's programme into a contract document, or mandate that the works should be constructed exactly as set out in the Approved Programme.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting copies of the following:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
- (ii) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.
- (iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iv) A report on all labour, plant and materials on site.

2.12 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

For the purposes of calculating an extension of time due to climatic conditions in terms of clause 5.12 of the General Conditions of Contract, the number of days in excess of the number of working days anticipated to be lost due to climatic conditions shown in the table below shall be considered:

Month	Working Days
January	4
February	4
March	3
April	2
May	1
June	1
July	1
August	1
September	1
October	2

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November	3
December	4

The Engineer will certify a day lost due to climatic conditions only if:

- a) No work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day or if
- (b) Only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of climatic conditions will be calculated monthly as being equal to the number of days certified by the engineer as lost due to climatic conditions, less the number of days in the table above. The total extension of time for the contract will be the sum of the monthly extensions. If the total extension of time for the Contract is negative, it will be disregarded when determining the completion date/s.”

The Contractor shall submit to the Engineer claims for all times lost due to inclement weather within one working day of the claimed day, duly certified by the Resident Engineer or Clerk of Works as the case may be. At the end of each month, he shall submit to the Engineer a resume of the claims for that month, after due allowance has been made for days lost as per the schedule of allowable days listed above. He shall state with this claim how the critical path activity has been affected. Such claim shall periodically be considered by the Engineer against the claim of exceptionally inclement weather as outlined in Clause 5.12.2 of the General Conditions of Contract. Should an extension of time be granted by the Engineer such extension of time will be added to the Contract Period or set against any over-provision that may have occurred in the abovementioned schedule.

It shall further be noted that where the critical path is not affected, no extension of time for exceptionally inclement weather or for any other reason will be entertained.

2.13 HOLIDAYS

The Contractor is to make allowance for all Builders’ Holidays and Public Holidays not normally worked by the Construction Industry. No extension of time will be granted for such holidays.

2.14 APPOINTMENT OF SELECTED SUBCONTRACTORS

With reference to subcontractors selected by the Contractor in consultation with the employer, clause 4.4.3 of the General Conditions of Contract states that this shall be done in accordance with the requirements of “a procedure set out in the Scope of Work.”

The procedure for selected subcontractors as referred to in clause 4.4.3 of the General Conditions of Contract and Contract Data shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the bill of quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as “selected subcontractors”.

Unless another procedure is specified, selected subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by selected subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as selected subcontractor. No price increase requested by the contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as selected subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

- (a) In respect of the work or the goods that are the subject of the subcontract the selected subcontractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses

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whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,

- (b) The selected subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the selected subcontractor;
 - (ii) Defects in the goods if and where the goods were manufactured and/or Supplied by the selected subcontractor;
 - (iii) Any negligence by the selected subcontractor, his agents, workmen and servants;
 - (iv) Any misuse by the selected subcontractor of any constructional plant, temporary works or materials provided by the contractor for the purposes of the contract;
 - (v) Any claims as aforesaid.

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3. KEY COMPETENCIES

The key competencies required from bidding entities are as follows:

- 3.1. An Electrical Contractor which is well experienced with the construction of extensive lengths of high voltage lines (HV Lines).
- 3.2. An Electrical Contractor which is experienced with the construction of electrical substations, mini-substations and switch stations
- 3.3. An Electrical Contractor who is registered with the Department of Employment and Labour in terms of regulation 6(4) of the Electrical Installation Regulations
- 3.4. An Electrical Contractor who is qualified and registered to perform three phase installations.
- 3.5. An Electrical Contractor who employs staff with a minimum of the following Training Qualification Requirements, Authorisations and Accreditations
 - Line Construction Course Curriculum 05 HV Lines
 - First Aid Level 2
 - Basic Fire fighting
 - Supervision
 - Risk Assessment
 - Equipotential Earthing
 - ORHVS
 - N2 in Electrical Engineering
 - FAS certificate
 - HI-RA training
 - Valid Truck Mounted/ Mobile Hydraulic Crane Operator Certificate (Code 32 – 43)
 - **Eskom Authorisation Certificates**
 - Valid Outcome 3 (Higher Voltage): Responsible Person.
- 3.6. An Electrical Contractor who employs at least the following specialist staff:
 1. Professional Electrical Engineering Project/Construction Manager to oversee the project
 2. Electrical Engineering Site Agent
 3. Civil Engineering Works site supervisor
 3. Mechanical and Electrical site supervisor
 4. Registered Electrician

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- 5. An accredited/qualified exothermic welder
- 6. Professional Land Surveyor
- 7. NHBRC or trade certified builder
- 3.7. An Electrical Contractor which possesses a full complement of plant, equipment, tools, etc. to perform large, high voltage electrical infrastructure projects.
- 3.8. An Electrical Contractor which possesses the ability to monitor and manage the construction process through a competent team within the company.
- 3.9. An Electrical Contractor which possesses a formal quality management system and is able to regulate and monitor that the quality of materials used is in line with the specifications on the bill of materials issued.

4. SMME INVOLVEMENT:

The Nkomazi SEC SOC strategy for SMME involvement is that an inclusive process between the SEZ and communities and stakeholders is undertaken.

The following is relevant:

- 4.1. A database of approved SMMEs is currently being generated by the Nkomazi SEZ SOC.
- 4.2. The SMME identification, procurement and registration process includes public participation, workshoping and a due diligence review processes.
- 4.3. This Bid Document will include SMME targets. The minimum SMME involvement in the project will be 30% but, as part of the Bid, Bidders are to provide their own undertaking as to percentage of the project which they will dedicate to SMMEs. This figure can be as high as 45% (or even more) and every percentage undertaken over the 30% minimum, an dup to 45%, will be awarded points in terms of Stage 3: Functionality scoring.
- 4.4. The bidder will be provided with information from the SMME data base with regards suitable registered SMME contractors. External domestic SMME sub-contractors will only be permitted if there is no local registered SMME contractors available. This will only be permitted if reduced to writing upon timeous receipt of a written motivation from the contractor and acceptance/approval of the same by the Employer.
- 4.5. SMME contractors will cover contractors up to CIDB level 2EP generally, with the Contractor's Vendor Base category levels starting from CIDB Level 3EP onwards.

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5. LOCAL LABOUR INVOLVEMENT:

The Nkomazi SEC SOC strategy for Local Labour involvement is that an inclusive process between the SEZ and communities and stakeholders is undertaken with regards Local Labour use.

The following is relevant:

- 5.1. A database of approved Local Labour is currently being generated by the Nkomazi SEZ SOC.
- 5.2. The Local Labour identification and registration process includes public participation, workshopping and a due diligence review process.
- 5.3. This Bid Document will include Local Labour targets. The minimum SMME involvement in the project will be 60% but, as part of the Bid, Bidders are to provide their own undertaking as to percentage of the project which they will dedicate to Local Labour. This figure can be as high as 75% (or even more) and every percentage undertaken over the 60% minimum up to 75% will be awarded points in terms of Stage 3: Functionality scoring.
- 5.4. The bidder will be provided with information from the Local Labour data base with regards suitable registered Local Labour. An external labour proportion of more than the undertaken percentage equal to or above 60% will only be permitted if there is no suitable registered local labour available. This will only be permitted if reduced to writing upon timeous receipt of a written motivation from the contractor and acceptance/approval of the same by the Employer.

6. BRIEF

- 6.1. The Electrical Engineering Construction Contractor will be expected to give preference to the execution of the work involved in this commission, throughout.
- 6.2. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme.
- 6.3. Notwithstanding any other requirements as listed elsewhere, the Contractor shall submit a fortnightly report indicating progress of the Services.
- 6.4. Upon approval of report and finalisation of projects, it is a requirement that the Contractor forward to the Employer all documents relating to this service, including all native documents.

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7. AVAILABLE DATA

The following data will be made available to the Successful Bidder:

- Electrical Services Report (Onset Professional Engineers Report dated April 2021)
- Latest Town Planning layout and motivating memorandum as produced by Futures Development Consultants, the Town Planner.
- Latest ECSA Stage 3 and Stage 4 report by the External Bulk Electrical Engineering PSP, Messrs CYNT Consulting Engineers.
- Design Information: Unless otherwise stated, the Employer is responsible for the design of the permanent works as reflected in the contract documents, and for the production of the final “as-built” drawings.

The Contractor is responsible for the design of all necessary temporary works and their compatibility with the permanent works. The Contractor shall also provide the necessary “as-built” information to the Engineers as part of the “as-built” documentation.

- Drawings:

Any information in the possession of the Contractor, which is necessary for the Engineer's representative for completing his as-built drawings, shall be supplied to the Engineer before a Certificate of Completion of the works will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

The Contractor will be supplied with 3 x A1 paper copies of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

- List of drawings attached as Annexure A: Drawings:

Drawing Number	Revision	Drawing Title
01	0	MV Line and Switching station
02	0	New Nkomazi Switching Station 22kV Single Line diagram

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03	0	Nkomazi SEZ 22kV switching Station General Arrangement
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8. STANDARD SPECIFICATIONS

PART A – STANDARD SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications (latest edition) shall form part of the contract document and shall apply:

Civil and Structural Engineering Construction Works:

SANS 2001 – CONSTRUCTION WORKS	
SANS 2001-BE1	Earthworks (General)
SANS 2001-BS1	Site Clearance
SANS 2001-CC2:2007	Concrete Works (Minor Works)
SANS 2001-CM1:2012	Masonry Walling
SANS 2001-CM2: 2011	Strip Footing, Pad Footing and Slab on the Ground Foundations for Masonry Walls
SANS 2001-DP1:2011	Earthworks for Buried Pipelines and Prefabricated Culverts
SANS 2001-DP4:2010	Sewers
SANS 2001-DP8:2011	Pipe Jacking
SANS 1200 – CIVIL ENGINEERING CONSTRUCTION	
SANS 1200 A	General
SANS 1200 AB	Engineers Office
SANS 1200 C	Site Clearance
SANS 1200 D	Earthworks
SANS 1200 DB	Earthworks (Pipe Trenches)
SANS 1200 DK	Gabions and Pitching
SANS 1200 G	Concrete (Structural)
SANS 1200 LB	Bedding (Pipes)
SANS 1200 LD	Sewers

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Electrical Engineering Works:

- a. The schedule below lists the relevant standards that are applicable to equipment supplied for various electrical equipment and installations. All equipment and/or parts of equipment must comply with all the relevant standards given below with respect to safety, quality and performance.
- b. Standards referred to in this Specification are the latest edition, including all amendments, published three calendar months or longer before the closing date of tenders.

DESCRIPTION	STANDARD
Batteries, valve regulated, stationary, lead-acid, cells and batteries, performance	SABS 1632-4
Batteries, valve regulated, stationary, lead-acid, cells and batteries, requirements and test methods	SABS IEC 60896-2
Batteries, vented type, prismatic nickel-cadmium, cells and batteries, performance	SABS 1632-3
Batteries, vented type, stationary, lead-acid, cells and batteries, performance	SABS 1632-2
Batteries, vented type, stationary, lead-acid, cells and batteries, requirements and test methods	SABS IEC 60896-1
Bus bars	SABS 1195
Bus bars, trunking systems	SABS 1473-2
Bushings, for transformers	SABS 1037
Bushings, for transformers and reactors	SABS IEC 60137
Bushings, standard transformer bushings	SABS 833
Bushings, transformers, ceramic hollow insulators	SABS 1371
Cabinets, electricity supply meters	SABS 908
Cables, PVC insulated cables for fixed installation, 300/500 V to 1900/3300 V	SABS 150
Cable boxes, transformers and reactors	BS 2562
Cable glands, for flameproof enclosures	SABS 808
Cable glands, mechanical	SABS 1213
Cable ties	NRS 020
Cable trunking and ducting system, General requirements	SABS IEC 61084-1
Cable trunking and ducting systems intended for wall or ceiling mounting	SABS IEC 61084-2-1
Cable, bitumen-based filling compounds	BS 1858
Cable, boxes, sealing and dividing boxes	BS 542

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DESCRIPTION	STANDARD
Cable, cord sets and cord extension sets	SABS 1661
Cable, flexible cables and cords	SABS 1574
Cable, heat resisting wiring	SABS 529
Cable, materials	SABS 1411
Cable, pilot cables	NRS 011
Cable termination, enclosures for air termination 7,2kV to 36kV	NRS 008
Cable, pilot cables	NRS 011
Cable, PVC insulated cables for fixed installations, 300/500 V to 1900/3300V	SABS 1507
Circuit breakers, LV	SABS IEC 60947-2
Circuit breakers, earth leakage protection units	VC 8035
Circuit breakers, earth leakage protection, fixed units	SABS 767-1
Circuit breakers, high voltage a.c.	SABS IEC 60056
Circuit breakers, high voltage a.c.	IEC 62271-100
Circuit breakers, moulded case	SABS 156
Circuit breakers, moulded case	VC 8036
Circuit breakers, residual current operated circuit breakers without integral over-current protection	SABS IEC 61008-1
Classification of degrees of protection provided by enclosures	IEC 60529
Common specifications for high-voltage switchgear and control gear standards	IEC 60694
Conduit, fittings for conduit, steel, screwed and plain-end	SABS 1065-2
Conduit, flexible materials	SABS IEC 60614-2-5
Conduit, Steel, Screwed and Plain-end	SABS 1065-1
Conduit, unplasticised polyvinyl chloride (PVC-U)	SABS 950
Cubicles, power distribution, outdoors, cable networks	SABS IEC 60439-5
Desiccant, granular desiccant silica gel impregnated with cobalt chloride	BS 3523
Distribution boards, safety	SABS 1765
Distribution boards, small units (ready boards), single phase	SABS 1619

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DESCRIPTION	STANDARD
Earthing, earth rods and couplers	SABS 1063
Earthing, portable earthing gear for bus bars or overhead lines	SABS IEC 61230
Electrical Relays	IEC 60255
Enclosures, electrical equipment, classified by IP code	SABS 1222
Flame proof, electrical enclosures, explosive gas atmospheres, construction and verification test	SABS IEC 60079-1
Flame proof, electrical enclosures, for use in the presence of combustible dust	SABS IEC 61241-1-1
Flanges	BS 4504
Fuses, high voltage, current limiting and expulsion fuses	SABS 1779
Fuses, low voltage	SABS 172
Fuses, low voltage	SABS IEC 60269-1
Fuses, low voltage, for semiconductor devices	SABS IEC 60269-4
Fuses, low voltage, household applications	SABS IEC 60269-3
Fuses, low voltage, industrial	SABS IEC 60269-2
Fuse-switch combinations, high voltage a.c.	SABS IEC 60420
Galvanised coatings, hot dip, for fabricated iron and steel articles	SABS ISO 1461
Galvanised coatings, hot dip, for steel tubes, internal and/or external, applied in automatic plants	SABS EN 10240
Lubrication nipples and adaptors	BS 1486
Lugs and ferrules	NRS 028
Luminaires, ballasts for discharge lamps other than tubular fluorescent lamps	SABS 1266
Luminaires, ballasts for fluorescent lamps for operation with starters (Class A lamps)	SABS 890-1
Luminaires, capacitors for use with fluorescent and other discharge lamp ballasts	SABS 1250
Luminaires, control gear, safety	SABS IEC 61347-1
Luminaires, emergency lighting, safety	SABS 1464-22
Luminaires, entries and spigots	SABS 1088
Luminaires, fixed general purpose luminaires, safety	SABS 1464-1
Luminaires, floodlights	SABS 1279

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DESCRIPTION	STANDARD
Luminaires, floodlights, safety	SABS 1464-5
Luminaires, for fluorescent lamps, d.c. supply	SABS 1814
Luminaires, for fluorescent lamps, interior	SABS 1119
Luminaires, for low pressure sodium vapour and high intensity discharge lamps	SABS 1278
Luminaires, general requirements and tests	SABS IEC 60598-1
Luminaires, lamp holders and starter holders for tubular fluorescent luminaires	SABS IEC 60400
Luminaires, limited surface temperature, for use in areas where combustible dust accumulates on the luminaire	SABS IEC 60598-2-24
Luminaires, starters (other than glow starters), performance	SABS IEC 60927
Luminaires, starters for tubular fluorescent lamps, safety	VC 8039
Luminaires, starters, glow starters for tubular fluorescent lamps	SABS 1479
Meters, direct acting, indicating, analogue, accessories	BS 89-8
Meters, direct acting, indicating, analogue, ammeters and voltmeters	BS 89-2
Meters, direct acting, indicating, analogue, frequency meters	BS 89-4
Meters, direct acting, indicating, analogue, multi-function instruments	BS 89-7
Meters, direct acting, indicating, analogue, ohmmeters, and conductance meters	BS 89-6
Meters, direct acting, indicating, analogue, phase meters, power factor meters and synchro scopes	BS 89-5
Meters, direct acting, indicating, analogue, watt-meters and var-meters	BS 89-3
Meters, electromechanical watt-hour meters	SABS 1607
Meters, maximum demand indicators, class 1.0	SABS IEC 60211
Meters, static watt-hour meters a.c., for active energy, classes 1 and 2	SABS IEC 61036
Miniature substations	SABS 1029
Miniature substations, longitudinal, rated up to 315kVA	SABS 1030
Miniature substations, rated up to 12kV	NRS 004-1
Outlet boxes, enclosures for accessories, household and similar electrical installations, general requirements	SABS IEC 60670
Outlet boxes, wall mounted	SABS 1085
Paint, resistance to salt fog, test method	SABS SM 155

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DESCRIPTION	STANDARD
Painting, identification colour marking, hazards and equipment	SABS 0140-2
Painting, national colour standards	SABS 1091
Painting, preparation of steel surfaces for coating	SABS 064
Quality management	SABS 0157
Socket outlets, plugs and couplers, industrial	SABS 1239
Socket outlets, plugs and couplers, industrial, general requirements	SABS IEC 60309-1
Socket outlets, plugs and couplers, interchangeability of components (pin and contact tube)	SABS IEC 60309-2
Socket outlets, plugs, adaptors	VC 8008
Socket outlets, plugs, fixed installations, 16A 250V	SABS 164-2
Socket outlets, plugs, fixed installations, conventional systems	SABS 164-1
Socket outlets, plugs, fixed installations, SELV, 16A 6V, 12V, 24V, 48V a.c. or d.c.	SABS IEC 60906-3
Socket outlets, plugs, fixed installations, socket outlets with interlock	SABS IEC 60884-2-6
Socket outlets, plugs, fixed installations, switched socket outlets without interlock	SABS IEC 60884-2-3
Socket outlets, plugs, SELV	SABS IEC 60884-2-4
Surge arrestors, low voltage, performance and tests	SABS IEC 61643-1
Surge arrestors, metal oxide surge arrestors without gaps for a.c.	SABS IEC 60099-4
Surge arrestors, non-linear resistor type gapped surge arrestors for a.c.	SABS IEC 60099-1
Steel sheet, continuous hot-dip zinc carbon sheet steel of commercial, lock forming and drawing grades	SABS ISO 3575
Steel sheet, continuous hot-dip zinc-coated steel sheet of structural quality	SABS ISO 4998
Switches, appliances, requirements and safety	SABS IEC 61058-1
Switches, earthing switches and disconnectors, a.c.	SABS IEC 60129
Switches, fixed installations, electronic switches	SABS IEC 60669-2-1
Switches, fixed installations, general requirements	SABS IEC 60669-1
Switches, fixed installations, manually operated	VC 8003
Switches, fixed installations, manually operated, safety	SABS 1663
Switches, fixed installations, remote control switches	SABS IEC 60669-2-2
Switches, fixed installations, time delay switches	SABS IEC 60669-2-3
Switches, high voltage, above 1kV and less than 52kV	SABS IEC 60265-1

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DESCRIPTION	STANDARD
Switches, load-break switch-disconnectors, pole mounted, above 1kV up to 36kV a.c.	NRS 046
Switches, low voltage, air break switches, air break disconnectors, air break switch-disconnectors, fuse-combination units	SABS 152
Switchgear, low voltage, automatic transfer switching equipment	SABS IEC 60947-6-1
Switchgear, low voltage, control and protective switching devices	SABS IEC 60947-6-2
Switches, low voltage, proximity switches	SABS IEC 60947-5-2
Switches, low voltage, switches, disconnectors, switch-disconnectors, fuse-combination units	SABS IEC 60947-3
Switchgear, low voltage, electromechanical control circuit devices and switching elements	SABS IEC 60947-5-1
Switchgear, low voltage, emergency stop device with mechanical latching function	SABS IEC 60947-5-5
Switchgear, low voltage, automatic transfer switching equipment	SABS IEC 60947-6-1
Switchgear, low voltage, control and protective switching devices	SABS IEC 60947-6-2
Switchgear, low voltage, emergency stop device with mechanical latching function	SABS IEC 60947-5-5
Switchgear, low voltage, semiconductor motor controllers and starters a.c.	SABS IEC 60947-4-2
Switchgear, low voltage, semiconductor controllers and contactors a.c. for non-motor loads	SABS IEC 60947-4-3
Switchgear, metal-clad, above 1kV up to 36kV a.c.	SABS 1885
Switchgear, metal-clad, above 1kV up to 24kV, standardized panels, preferred requirements for indoor application	NRS 003-2
Switchgear, metal-enclosed, above 1kV up to 52kV	SABS IEC 60298
Terminals, compression and mechanical connectors for copper or aluminium conductors, tests and requirements	SABS IEC 61238-1
Terminals, protective terminal blocks for copper conductors	SABS IEC 60947-7-2
Terminals, terminal blocks for copper conductors	SABS IEC 60947
Terminals, wiring, terminal blocks	SABS 1433-1
Terminals, wiring, push-on connectors	SABS 1433-2
Transformers, current transformers	SABS IEC 60044-1, IEC 60185
Transformers, voltage transformers	SABS IEC 60044-2, IEC 60186
Transformers, current transformers, 3.6kV to 420kV a.c., pole mounted outdoor type, preferred requirements for application	NRS 029
Transformers, distribution, oil immersed	SABS 780 / BS 171 / IEC 60076
Wiring of premises, low voltage installations	SABS 0142-1

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Furthermore, the following standards and specifications (as appropriate) will, amongst others, also be applicable:

- Guidelines for human settlement planning and design: The Red Book
- SANS 2001 Standard Specification for Civil Engineering Construction
- SANS 1200 Standardised specification for Civil Engineering Construction
- SANS 507-1 (NRS 034-1): Electricity Distribution – Guidelines for the provision of Electricity Distribution Networks in Residential Areas Part 1: Planning and design of Distribution Networks
- SANS 10142: The Wiring of Premises.
- SANS 10292: Earthing of Low Voltage (LV) Distribution Systems.
- SANS 1473: Low-voltage switchgear and control gear assemblies
- SANS 62052: Electricity Metering Equipment (A.C).
- SANS 10389-1: Exterior Lighting Part 1 – Artificial Lighting of exterior areas for work and safety
- SANS 10098-1: Public Lighting Part 1 - The Lighting of Public Thoroughfares
- SANS 10098-2: Public Lighting Part 1 - The Lighting of Certain Specific Areas of Streets and Highways.
- Act 94 of 1995: Electricity Supply Act.
- Act 85 of 1993: Occupational Health and Safety Act.
- Eskom standards and specifications as outlined on their distribution technology website: <https://scot.eskom.co.za/>
- Occupational Health and Safety Act 1993 Construction Regulations of 2014
- The National Environmental Management Act (NEMA) 107 of 1998 and various, most recent, associated Environmental Impact Assessment (EIA) Regulations and various Listing Notices published from time to time.
- Etc.

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***Note:** Should there be any discrepancy between the SANS 1200 and SANS 2001 suite of documents, the contents of the relevant SANS 2001 document shall govern.

Nkomazi Local Municipality Civil Engineering and Electrical Engineering specifications are available to be read at the Engineer's offices.

In addition to the Standard Specifications the following supplementary standard specifications are bound in this document and shall also apply to this contract:

- ANNEXURE A : DRAWINGS

All these standard specifications shall be read in conjunction with the amendments and additions thereto set out in the project specifications.

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PART B - PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

PART B covers variations and additions to the standard and particular specifications that are applicable to the contract.

All clauses in the project specification are preceded with "PS". In Part B, this is followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

Any clause referred to in the standard specification will also include the relevant Project Specification.

The project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the bill of quantities or the drawings, the project specifications shall take precedence.

**VARIATIONS AND ADDITIONS TO THE STANDARD
AND PARTICULAR SPECIFICATIONS**

The following variations and additions to the SANS 1200 Standardized Specifications referred to in Part A will be valid for this contract. The prefix "PS A" indicates an amendment to SANS 1200 A, "PS C" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200.

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PROJECT SPECIFICATION: PORTION 2

SANS 1200 A: GENERAL

PS A 2 INTERPRETATIONS

PS A 2.3 Definitions

(a) General

Add the following definitions:

"General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the contract."

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PS A 3 MATERIALS

PS A 3.1 Quality

Substitute the second sentence of the first paragraph of A3.1 with the following:

“Materials shall bear the official mark of the appropriate standard.”

Substitute the second paragraph with the following:

Testing to ascertain that the materials do comply with the relevant minimum requirements shall be undertaken by a commercial laboratory approved by the engineer. The cost of tests done and of which the results do not comply with the minimum requirements shall be for the Contractor's account. The cost of the tests done which do comply with the minimum requirements shall be deemed covered by the rates and prices tendered for in the SOQ items and no further.

The Contractor shall inform the Engineer of any testing to be done at least 48 hours before such tests are required and must allow in his programme for the time necessary for the tests and the processing of the results thereof.”

PS A 3.3 Ordering of materials

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

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The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere.

PS A 4 PLANT

PS A 4.2 Contractor's Office, Stores and Services

Add the following paragraph before the first paragraph:

“The Contractor’s construction camp shall be fenced off and shall contain all offices, stores, workshops, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.”

Add the following to the second paragraph:

“One toilet per 15 workmen shall be provided and must be screened from public view and their use shall be enforced. The contractor shall maintain them in a clean & hygienic state at all times.

The contractor shall make arrangements if necessary for the removal of night soil.”

Add the following to A 4.2:

“The Contractor’s site agent or representative must be contactable at all times by phone. Should use be made of radio and or cellular-phones, these must be operational at all times with sufficient back-up batteries or recharging facilities.”

PS A 5 CONSTRUCTION

A 5.1 Survey

PS A 5.1.1 Setting out of the Works

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Bench marks as well as reference pegs have been placed on the Site and these will be used to set out the Works. Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs along the sewer route and from bench marks as indicated on the drawings. The positions and values of these pegs are given on the drawings.

The Contractor shall within two (2) weeks after the land surveyor has set out pegs, check levels over all reference pegs and bench marks and line pegs. This must be done before the Contractor intends constructing any portion of the Works influenced by such pegs or bench marks. The Engineer shall be informed in writing of any discrepancy discovered in the positions or levels immediately on discovery but in any event at least 7 days before such construction is due to start. Any costs or subsequent costs arising from discrepancies, which have not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct.

PS A 5.2 Watching, Barricading, Electric Lighting and Traffic Crossing

Add the following to A 5.2:

“The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.”

PS A 5.4 Protection of the overhead and underground services

Add the following to A 5.4:

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“The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continuously without interruptions and finalize it at least 7 days before excavation starts at that particular section.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates. All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer.

While he is in occupation of the site, the contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising there from, whether caused directly by his operations or by lack of proper protection.”

PS A 5.6 Pollution

Add the following paragraph:

"Measures to minimize dust shall include regular and effective treatment and watering of gravel haul roads and working areas. No additional payment will be made for such measures and the Contractor shall allow for them in his tendered rates.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc.) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse collected must be disposed of only at a site(s) approved by the Engineer and local authority.

The Contractor shall provide labour to clean up the Contractor's camp and working areas at least once a week, or as deemed necessary."

“PS A 5.9 Site Meetings

Add the following sub-clause to A 5.9:

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The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments and safety, etc. shall be discussed, but not matters concerning the day-to-day running of the Contract.

Technical Meetings are to be held monthly, two weeks from the Site Meetings. At such monthly meetings, matters such as technical issues and community liaison regarding programming of Works and other related matters are to be discussed."

PS A 7 TESTING

PS A 7.1 Principles

PS A 7.1.1 Checking

Add the following to sub-clause to A7.1.1.

The tests as specified in SANS 1200 or the tender document shall be undertaken by an independent approved laboratory as defined in 7.2.

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.1 Measurement

PS A 8.1.2.1 Contents

Replace item c) with the following:

"The 'duration of construction' shall be the time for completion stated in the contract data".

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PS A 8.2 Payment

PS A 8.2.1 Fixed-charge and Value –related items

Replace the contents of this item with the following:

"Saving the stipulations of 8.2.3 and 8.2.4, payment for fixed-charge and value-related items shall be made in two equal instalments. The first instalment equal to half of the tendered amount shall be made payable in the first certificate after completion of the Contractors obligations under each respective item. The second instalment shall be paid as soon as the total value certified for payment, including retention moneys, but excluding the second payment referred to above, exceeds 50% of the Tender Amount for the Contract."

PS A 8.2.2 Time –related items

Replace the contents of this item with the following:

"Saving the stipulations of 8.2.3 and 8.2.4, payment for time-related items shall be made on a monthly basis calculated by multiplying the respective tendered amounts with the fraction which the total amount (excluding all payments for time-related items) certified for payment comprises of the final, estimated (if necessary) Contract Amount (excluding all payments for time-related items). Tendered amounts for time-related items shall be adjusted pro rata for any official reduction or extension of time granted on the agreed duration of construction."

PS A 8.2.5 Adjusted payment for time-related items

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended:

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Sum of Tendered amounts for time-related items = Extended contract period
as authorised by variation order /
tender contract period

The abovementioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

8.3 Scheduled Fixed-Charge and Value-Related Items

Add the following:

PSA 8.3.5 For compliance with Health and Safety Act 2003 and Construction Regulations 2014 and the Health and Safety Specification

Unit: Sum

The sum tendered shall include for full compliance with provisions, conditions and requirements Clause PS 9.5 under section C3.1, Clause PS A 8.3.5 of the Project Specifications and the Health and Safety Specification included as Section C3.6 of this document. Payment will be made as a single instalment for.

8.4 Scheduled Time-Related Items

Add the following:

PS A 8.4.6 For compliance with Health and Safety Act 2003 and Construction Regulations 2014 and the Health and Safety Specification

Unit: Sum

The sum tendered shall include for full compliance with provisions, conditions and requirements Clause PS 9.5 under section C3.1, Clause PS A 8.3.5 of the Project

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Specifications and the Health and Safety Specification included as Section C3.6 of this document. Payment will be made as a single instalment for.

PS A 8.5 Sums Stated Provisionally by Engineer

Add the following:

PSA 8.5 (c) Testing carried out by commercial laboratories

Unit: Provisional Sum (Prov Sum)

Unit: %

The provisional sum allowed for under PS A 8.5 (c) above, includes for the cost of all authorised testing carried out by a combined commercial laboratory on the instructions of the Engineer. The testing shall include tests carried out on bituminous materials, chemicals, concrete, gravels and soils. This testing is independent of the contractor testing requirements as required in terms of SANS 1200. The Contractor will be required to pay for all testing instructed by the Engineer and carried out by a commercial laboratory and the Contractor will be reimbursed for the invoiced costs plus a mark-up of five percent (15%) through the payment certificates. Measurement and payment will be based on invoices submitted to the Engineer.

PSA 8.5 (e) Allowance for Security Guards on site during construction

Unit: Sum

A sum has been allowed for the appointment of security guards by the Contractor to monitor the area of the construction works. Details of the company providing the security services must be submitted to the Engineer for approval. The rate will include for sufficient security guards for the duration of the contract, but at least two at any particular point in time. The Contractor's attention is drawn to the fact that work will occur simultaneously in areas remote from each other and the security arrangements shall sufficiently accommodate this. This sum will be only paid if security personnel are actually on site

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PS A 8.7 Daywork

Replace contents with the following:

“Work will be classified as day work only if the Engineer considers no other rate in the schedule of quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under day work will be issued at the discretion of the Engineer.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

PS A 8.7.3 Materials Provisional Sum (PS)

PS A 8.7.4 Percentage on net cost of materials on materialsPercentage (%)

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer as specified and expenditure shall be made in accordance with the general conditions of contract. The prices shall not be subject to the contract price adjustment factor.

The tendered percentage as an on-cost on the net cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidents and other on-cost for the supply, delivery and distribution of materials for day works.”

PS A 8.7.5 Vehicles, plant and equipmentProvisional Sum (PS)

**PS A 8.7.6 Percentage on-cost on subtotal for vehicles,
plant and equipmentpercentage (%)**

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The day work rates submitted for vehicles, constructional plant and equipment, in the schedule of quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (VAT excluded) and shall apply only to vehicles, constructional plant and equipment approved in writing by the Engineer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time, which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions, will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered percentage shall include full compensation for all administrative costs, supervision, overheads liabilities and obligations related to the running of the vehicles, constructional plant and equipment. The tendered percentage shall also include for profit and shall be subject to the contract price adjustment factor as laid down in the general conditions of contract.

PS A 8.8 Temporary Works

PS A 8.8.4 EXISTING SERVICES

Add the following item:

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(E) RELOCATION OF EXISTING SERVICES

UNIT: PROVISIONAL SUM

UNIT: % (OF PREVIOUS ITEM)

THE PROVISIONAL SUM ALLOWED FOR UNDER PS A 8.8.4 (E), INCLUDES FOR THE COST OF ALL AUTHORISED RELOCATION CARRIED OUT BY THE OWNER AND/OR ENTITY RESPONSIBLE FOR THE SERVICE ON THE INSTRUCTIONS OF THE ENGINEER. THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL RELOCATIONS INSTRUCTED BY THE ENGINEER AND THE CONTRACTOR WILL BE REIMBURSED FOR THE INVOICED COSTS PLUS A MARK-UP AS SPECIFIED IN THE BOQ THROUGH THE PAYMENT CERTIFICATES. MEASUREMENT AND PAYMENT WILL BE BASED ON INVOICES SUBMITTED TO THE ENGINEER.

Other Provisional Sums

SANS 1200 AB: ENGINEER'S OFFICE

PS AB 3 MATERIAL

PS AB 3.3 Site Instruction Books

Add the following item:

"Throughout the construction period the contractor shall supply a carbon triplicate book as a site instruction book. At least one copy of each site note issued by either party shall remain in the book. The book shall be mutually accessible."

PS AB 4 PLANT

PS AB 4.3 Site Instruction Book

Add the following:

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“Throughout the construction period the contractor shall supply a carbon triplicate book as a site instruction book. At least one copy of each site note issued by either party shall remain in the book. The book shall be mutually accessible.”

PS AB 5 CONSTRUCTION

PS AB 5.6 Survey Equipment

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- (a) one tacheometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- (b) one automatic level plus tripod;
- (c) two tacheometer staffs and one level staff, all graduated metrically; and
- (d) one 5 m and one 100 m tape measure or a Measuring wheel.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall provide proof, at the start of the contract, that the tachometer and level have recently been serviced by an acceptable institution.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period. No separate payment will be made for providing the equipment and it shall be deemed to be included in the tendered rates.

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SANS 1200 C: SITE CLEARANCE

PS C3 MATERIAL

PS C 3.1 Disposal of material

Substitute the first sentence of C 3.1 with the following:

“Material obtained from clearing and grubbing shall be disposed of off-site. No overhaul will be paid for transportation thereof.”

PS C 5 CONSTRUCTION

PS C 5.1 Areas to be cleared and grubbed

Substitute the first sentence of C 5.1 with the following:

“Only road reserves, channels and pipeline routes and areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer. The contractor shall programme his work so that all services are maintained.”

Substitute the last paragraph with the following:

“The Contractor shall programme his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.”

PS C 8 MEASUREMENT AND PAYMENT

PS C 8.2 Schedule Items

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PS C 8.2.1 Clear and Grub Site

unit: m

In addition to SANS 1200 C clause 8.2.1, add the following:

“ The rate shall cover the cost of clearing the surface for a 3m wide strip, removing boulders of size up to 0,15 m³, transporting and disposing of material thus cleared, grubbed, cut, and demolished (except where otherwise provided for in the project specification) at a suitable registered waste disposal facility. Boulders over 0,15 m³ will be dealt with as excavation in terms of the items scheduled for bulk excavation or restricted excavation as applicable.”

PS C 8.2.2 Fell, remove and grub all trees and tree stumps of Girth

Replace SANS 1200 C Clause 8.2.2 with:

“Felling, removal, grubbing of trees and roots where tree girth is:

(a) Over 1m and up to and including 2m.

unit: No

(b) over 2m and up to and including 3m

unit: No

Trees identified to be removed will be felled in liaison with EMP.

The rate allowed for under PS C 8.2.2 shall cover the cost of felling, grubbing of tree stumps and roots, removing all materials and disposal. The rate will also include for cutting branches, stumps and roots into transportable sizes and the backfilling of cavities created, removing, transporting and disposing of tree stumps and roots at a suitable registered waste disposal facility.

PS C 8.2.9 Transport materials and debris to unspecified sites and dump.

Unit: m³/km

Add the following to SANS 1200 C Clause 8.2.9:

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“This item will only be utilised upon express written instruction of the Engineer for the disposal of items/materials/waste where the cost of disposal has not allowed for in any other scheduled items”.

Add the following Clauses at the end of SANS 1200 C Clause 8.2:

PS C 8.2.13 Remove and re-instate existing landscaping, including irrigation and lighting

unit: m²

The rate shall cover the cost of careful removal of all existing landscaping including topsoil, plants and shrubs (excluding trees) and irrigation infrastructure to secure storage until reinstatement as well as the cost of reinstatement and the cost of loading, transporting and disposing of any waste materials generated from this at a suitable, registered waste facility. Reinstatement shall be to an “equal or better” quality standard than that currently existing. The Contractor shall perform a photographic survey to assist in this regard, the cost of which will also be covered by the rates tendered under this item.

SANS 1200 D: EARTHWORKS

PS D 5. Construction

PS D 3.1.2 Classification (Sub-clause 3.1)

Notwithstanding the provisions of Sub-clause 3.1 of SANS 1200 D, the unit rate for excavation shall cover excavation in all materials other than hard rock and Boulder Excavation B.

PS D 5.2.2.1c Working space

Add the following to D 5.2.2.1c:

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“Tenderers shall allow in their normal rates for any over-excavation required for working space. No separate payment will be made.”

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PS DB 3 MATERIALS

PS DB 3.5 Backfill Materials

Add the following to DB 3.5.

“(c) Cement-stabilised backfilling

Backfilling shall be stabilised with **5 % cement** where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5 % cement and shall be compacted in layers of 150 mm thick to 95 % of modified AASHTO density.

“(d) During excavation, the material shall be placed in separate stockpiles in accordance with its moisture content. Dry material suitable for use as backfill shall be stockpiled separately from saturated material.”

PS DB 4 PLANT

PS DB 4.1 Excavation equipment

Add the following to DB 4.1:

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“All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.”

PS DB 5 CONSTRUCTION

PS DB 5.6 Backfilling

PS DB 5.6.3 Disposal of soft excavation material

Replace the contents of this item with the following:

“Excavation material from the trench, which is unsuitable or has become surplus because of bulking, displacement by the pipe and importation, shall be disposed of at no additional cost.”

PS DB 5.7 Compaction

PS DB 5.7.2 Areas subject to traffic loads

Add the following to DB 5.7.2:

“All pipe trenches that fall under the road pavement layers will be regarded as areas subject to traffic loads.

Sand (if used) backfilling shall be compacted to 100% of Mod AASHTO density.”

PS DB 8 MEASUREMENT AND PAYMENT

PS DB 8.2 Computation of quantities

PS DB 8.2.4 Shoring

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Add the following to DB 8.2.4:

“No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation.”

PS DB 8.3 Scheduled Items

PS DB 8.3.2 Excavation

Add the following to DB 8.3.2 a):

“No payment will be made in respect of any benching required on steep slopes to allow for excavation of trenches.”

SANS 1200 LB: BEDDING (PIPES)

PS LB 3 MATERIALS

PS LB 3.1 Selected granular material

Substitute LB 3.1 with the following:

“Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve and a PI not exceeding 6.”

PS LB 3.2 Selected fill material

Substitute LB 3.2 with the following:

The requirements of PSLB 3.1 shall apply mutatis mutandis.

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PS LB 3.4.1 Suitable material available from trench excavation

Replace the first sentence of LB 3.4.1 with:

Irrespective the requirements of subclause 3.7 of SANS 1200 DB and subclause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

PS LB 3.5 Bedding in waterlogged conditions

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Engineer, comprising 13,2 mm single size stone complying with the requirements of SANS 1083 shall be used.

PS LB 8.2.1 Provision of Bedding from Trench Excavation

Delete the following in the fifth line:

“Within a freehaul distance of 0,5km.”

PS LB 8.2.2.2 From borrow pits

Delete the following in the last line:

“Within a freehaul distance of 0,5km.”

PS LB 8.2.2.3 from commercial sources

Delete the following in the last line:

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“Within a freehaul distance of 0,5km.”

SANS 1200 LD: SEWERS

PS LD SEWERS

PS LD 5 CONSTRUCTION

PS LD 5.6 MANHOLES, INSPECTION CHAMBERS, ETC

PS LD 5.6.7 Backfilling around manholes

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD AASHTO for non-cohesive material.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces.

PS LD 7 TESTING

PS LD 7.2 TESTS AND ACCEPTANCE/REJECTION CRITERIA

PS LD 7.2.6 Watertightness of Manholes

Add the following:

"Manholes will be inspected at the end of the first summer after completion. No ingress of groundwater into the manhole will be allowed.

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Should any manhole fail to pass the inspection to the satisfaction of the Engineer, the fault or faults shall be made good by the Contractor at his own expense according to methods approved by the Engineer and the work shall be inspected again. The cost of all extra work and inspection shall be borne by the Contractor."

9. USE OF REASONABLE SKILL AND CARE

- 5.1 It will be expected of the Electrical Contractor to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include inter alia the following:
- 5.2 Although the Electrical Contractor's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.
- 5.3 During assessment of any existing facilities, which may have a direct bearing on the Project, the Electrical Contractor shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.
- 5.4 The Employer shall be notified by the Electrical Contractor and his personnel of any transgression of inter alia the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Contractor's operation pertaining to the Contract regardless of who may be involved.

10. PROJECT TIMELINES

The **Contract** will be for a **period of six (6) months** from the date of signing the service level agreement.

11. SITE BRIEFING

There shall be **compulsory briefing at 11h00 on the 30th July 2026 on site**. All Vendor Base Bidders who did not attend the Compulsory Site Briefing shall automatically be disqualified, on condition that such Bidders have sent a senior company representative to attend this bid clarification meeting. Refer Bid Rules in this regard.

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12. EVALUATION CRITERIA

Proposals will be evaluated for as follows to enable registration on the Electrical Engineering Contractor Vendor Data base: -

- 1st Administrative Compliance
- 2nd Mandatory Requirement (pre-qualification criteria)
- 3rd on Functionality

1st Stage - ADMIN COMPLIANCE

Administrative compliance will cover all the requirements as per bid document which include review of completion of all submission documents, of all compulsory required information and adherence to the bid invitation including attendance to compulsory briefing session.

The required compulsory documentation is listed in Part A: Bid Document, Section 4. Bid Submission Returnable Documentation.

2nd STAGE – MANDATORY REQUIREMENTS (PRE-QUALIFICATION CRITERIA)

Bidders must include the following **mandatory staffing resources** in their bid submission:

- 1 Proof of **CIDB Grading of 7EP or 6EP PE**
- 2 A **Contracts Manager** who is a **Professionally Registered Senior Electrical Engineer** or **Senior Electrical Engineering Technologist** (must be registered with ECSA as a Pr.Eng or Pr.Tech.Eng. (A Pr.Techni or any candidate registration shall not be accepted.) Must possess a **Degree in Electrical Engineering** with at least **10 years' proven post graduate experience** and with extensive experience in **Bulk Electrical Infrastructure, Substations and Electrification**. The Contracts Manager shall also be registered with **SACPCMP as a Professional Project Manager** (PrCPM, not as a candidate.) **Accredited training in Substation Construction is mandatory.**
- 3 An Electrical Engineer or Electrical Engineering Technician **Site Agent** with at least a **National Diploma in Electrical Engineering** with at least **10 years' proven post-qualification experience** with extensive experience in Electrical Infrastructure, Substations and Electrification in large township development projects.

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- 4 **A Civil Engineering Site Supervisor** who must have at least a National Diploma qualification in Civil Engineering and 15 years' post-qualification experience in Electrical Infrastructure, Substations and Electrification in large township development projects.
- 5 **A Registered Electrician** with a **minimum NQF Level 3 qualification**, who has passed a trade test, has been awarded a wireman's license, has passed the SANS 10142-1 exam, is **Three Phase qualified** and is registered as an electrical contractor with the South African National Department of Labour for at least 12 years).
- 6 **A Substation Construction Specialist** with accredited training and 10 years' experience in substation construction.
- 7 **Safety Officer** must be a SAMTRAC qualified with 2 years practical experience and a Safety Diploma from and accredited tertiary education institute.

*Bidders must attach copies of appropriate qualifications and professional registration certificates and must be in good standing with the relevant professional council at the time of bid submission. Bidders must also present comprehensive CV's with verifiable references related to relevant experience projects completed.

*Bidders must also provide certified original letters from each person nominated in their Bid as one of the above mandatory staffing resources stating their knowledge of their particulars being included in this bid and their personal willingness to be included.

NB:

1. **Each nominated key staff resource may only be utilised for one of the mandatory disciplines** listed above. If any resource is listed for more than one discipline, the bid shall immediately be disqualified and will not be assessed for next stage of evaluation.
2. **Each nominated key staff resource shall only be utilised in a single bid.** Should there be a duplication of key staff resources over more than one bid, even if for different positions, such bids will all be disqualified and none of them will not be assessed for next stage of evaluation.
3. Each key staffing resource nominated and listed in the Bid shall be **accompanied by a signed and certified letter from that particular key resource** providing permission that their particulars may be used in the bid and that their personal information (CV, ID Copy, qualifications and registration certificates and other associated documentation) may be included in the bid and that they are aware of the Bid that they will be included in as a key staffing resource. Failure to

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provide signed and certified letters from each key staffing resource nominated in the Bid will result in the **bid immediately being disqualified** and the Bid will not be assessed for next stage of evaluation.

4. **A bidder that does not meet all the required mandatory requirements** (pre-qualification criteria) or does not provide the necessary qualifications and/or professional registration proof documentation as stated above or does not provided the necessary certified letter signed by each of the nominated key mandatory staff **will be disqualified** and will not be assessed for next stage of evaluation.

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3rd STAGE – FUNCTIONALITY

A technical capacity evaluation will be conducted as the 3rd Stage- Functionality. A table with various technical aspects will be required to be completed by potential bidders. The bidders will be scored out of 100 possible points against the information entered by the bidders into the table.

Only bidders who attain a minimum of **75 points on Functionality** will qualify to proceed for further evaluation on Price and Preference points.

3RD STAGE – FUNCTIONALITY - CONTRACTORS WITH A CIDB 6EP OR 5EP EC GRADING

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
1. Contracts Manager – Registered Professional Electrical Engineer Must be registered with ECSA at least as a Pr.Eng or Pr.Tech.Eng with experience in executing electrical projects related Electrical Infrastructure. Scoring is as follows: ○ 15 years' experience & above post graduation = (15 points) ○ 13 years to below 15 years' experience post graduation = (10 points) ○ 10 years to below 13 years' experience post graduation = (5 points) ○ Less than 10 years' experience post graduation = (0 points)	Bidders to please attach detailed CVs, Certified Copies of Qualifications including respective Professional Registrations, Certified Copies of Identity Documents, and the Organogram of the Technical Team. NB: The organogram must clearly indicate the role of each professional team member. Professional Registration: Contracts Manager: Registered Electrical Engineer = Professional Registration with ECSA as Pr.Eng or Pr.Tech.Eng (not a candidate registration or Pr.Techni)	15	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
2. SITE AGENT Must at least have a National Diploma in Electrical Engineering Must be registered with ECSA at least as a Technologist with experience in executing electrical projects related Electrical Infrastructure. Scoring is as follows: ○ 15 years' experience & above post graduation = (10 points) ○ 13 years to below 15 years' experience post graduation = (7 points) ○ 10 years to below 13 years' experience post graduation = (5 points) ○ Less than 10 years' experience post graduation = (0 points)	One Site Agent with at least a National Diploma in Electrical Engineering qualification	10	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
3. METHODOLOGY & PROPOSAL for Contractors with CIDB 6EP OR 5EP Rating ➤ Bidders must clearly demonstrate what their proposed methodology will be for the construction of a D&C (not EPC) type project with a construction value of R20 Million where they are appointed for ECSA Works Stages 5 to 6. This must cover: • Initiating process (0-2) • Planning process (0-2) • Executing process (0-2) • Monitoring and controlling process (0-2) • Closing process (0-2) (10) ➤ The bidder must further demonstrate how these processes shall be managed: • Cost management and reporting (0-2) • Program schedule management (0-2) • Quality management (0-2) • Resource management (0-2)	➤ Comprehensive bid specific proposals must be submitted addressing all the requirements as per bid scope. ➤ Detailed Methodology with full demonstration of technical capacity and works schedule to strictly deliver the project within an appropriate timeframe <i>NB: Scores given for the different bullet point items listed in the Methodology & Proposal section</i>	20	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
Risk management (0-2)	<i>submission shall range between 0 and 2 and will be scored according to the quality of the information included for each item.</i> <i>Should no methodology and/or milestone information be provided for any of the bullet point items, the Bidder will be scored zero (0) for each of the specific items for which no submission has been provided.</i>		

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
4. SMME Involvement Undertaking The bidder shall undertake to ensure a certain minimum SMME involvement for non-specialist work. The targeted minimum SMME involvement for non-specialist work for the project is set at 30%. However, bidders can select any value but must note that a selected value of higher than 30% and up to 45% (and over) will result in the Bidder scoring higher in terms of Stage: 3 Functionality. A value of 30% or less will score zero (0) in terms of this part of Stage 3: Functionality. Scoring is as follows: 30% SMME involvement undertaking: 0 points 31% to 45% SMME involvement undertaking: 1 point for every percentage figure stated over 30% up to a maximum of 15 points for a 45% SMME involvement undertaking	<i>Bidder to include their SMME involvement percentage undertaking in the "Form of Offer and Acceptance" located in Part D: Pricing Data.</i> <i>*Bidders must note that the upon award of the Contract, the Contractor will be continually monitored for compliance with the SMME target undertaken by that Bidder. Failure to comply therewith will result in the Contract being terminated.</i>	15	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
5. Local Labour Involvement Undertaking The bidder shall undertake to ensure a certain minimum Local Labour involvement for non-specialist work. The targeted minimum Local Labour involvement for non-specialist work for the project is set at 60%. However, bidders can select any value but must note that a selected value of higher than 60% and up to 75% (and over) will result in the Bidder scoring higher in terms of Stage 3 Functionality. A value of 60% or less will score zero (0) in terms of this part of Stage 3: Functionality. Scoring is as follows: • 60% Local Labour involvement undertaking: 0 points • 61% to 75% Local Labour involvement undertaking: 1 point for every 1 percentage figure stated over 60% up to a maximum of 15 points for a 75% Local Labour involvement undertaking	<i>Bidder to include their Local Labour involvement percentage undertaking in the "Form of Offer and Acceptance" located in Part D: Pricing Data.</i> <i>*Bidders must note that the upon award of the Contract, the Contractor will be continually monitored for compliance with the Local Labour target undertaken by that Bidder. Failure to comply therewith will result in the Contract being terminated.</i>	15	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
6. LOCALISATION ➤ Bidders are awarded points for local content as follows: • Nkomazi Local Municipal Area based: 10 points • Mpumalanga based but not in Nkomazi Local Municipal Area: 6 points • South African based but not in Mpumalanga or Nkomazi Local Municipal Area: 3 points • Not a South African based company: 0 points	➤ Bidder is to provide proof of location of offices to prove their localisation points claimed. ➤ A recent Municipal rates and taxes invoice (no older than 1 month of the bid submission date) or a lease agreement for the property will be required, in addition to a company prospectus/profile or company stationery showing the company address. <i>NB: failure to provide all of this evidentiary documentation will result in the bidder scoring zero (0).</i>	10	

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FUNCTIONALITY	EVIDENCE SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
7. PLANT AND EQUIPMENT ➤ Bidders are awarded points for owning their own plant and equipment as follows: • 8 Ton Crane Truck 5 points • TLB 5 points • 2 X LDV (Bakkies) 5 points	Provide proof that company owns in the form of a copy of Vehicle registration documents. In the case of rented plant, provide a letter from rental company with a copy of the registration certificate of the vehicle.	15	
TOTAL POINTS		100	
MINIMUM THRESHOLD		70	

NB: All professionals to be registered with the relevant respective professional bodies, e.g., ECSA, SACPCMP, SACQSP, etc.

Additionally, *should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the same prequalification requirements, and such can only be done after written Client Internal Project Manager Approval is sought and obtained. This should be based on a sound, clear and convincing written motivation for such by the appointed Contractor.*

4th STAGE – PRICE AND PREFERENCE POINTS

Thereafter, the **fourth stage** of evaluation will be according to the preference points claimed for specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022

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(80/20 preference point system). Bids will be evaluated in terms of 80/20 Preference Points System. All bid offers of bids who met the minimum threshold of 70 points for Stage 3 Functionality, shall be evaluated based on the following criteria:

1. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals.
2. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3. A maximum of 20 points may be awarded to a tenderer for specific goals (as per the PPR 2022).

Description (Specific goals)	Number of points (20)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10 points
Enterprises that are at least 51% women-owned	5 points

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Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises that are at least 51% owned by Youth	2 points
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1 point
Total points	20 points

4. Bidders who do not submit B-BBEE verification certificate or a Sworn affidavit will not qualify for preference points, therefore points attributed to specific goals will not be awarded.

13. CONTRACTING & CONTRACT MODULE

- The Contract between the appointed Contractor and the Employer (Nkomazi SEZ SOC) shall be governed by the General Conditions of Contract for Construction Works (Third Edition) 2015 prepared by the South African Institution of Civil Engineering (SAICE), duly completed and signed by both parties. The appointed Contractor shall provide the Nkomazi SEZ SOC with a Copy of such.

For the purposes of this Bid, the Bidder must provide proof of current Works Insurances for other projects being undertaken by the Contractor and a letter of intent from their insurers that they will insure the works for this particular contract.

The successful Bidder will be obliged to conclude a **Service Level Agreement (SLA)** with Nkomazi SEZ SOC as per the terms and conditions as set out in the bid document. In case of **conflict** between the **SLA** and the **Contract Data**, the **Contract Data shall govern**.

- NKOMAZI SEZ SOC reserves the right to amend the agreement prior to finalisation thereof between the parties. NKOMAZI SEZ SOC shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. It will be included in the bid conditions that upon bidders submitting a bid, they agree to the

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principal that their bids have been submitted in accordance with the conditions contained in the bid document.

- The Bidders must have adequate resource capacity to construct all aspects of the entire project.

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PART C: PRICING DATA

1. PRICING INSTRUCTIONS

1.1 The works as executed will be measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary.

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
litre	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No	=	number
Prov	=	Provisional sum
PC sum	=	Prime cost sum

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R/only	=	Rate only
sum	=	lump sum
ton	=	ton (1000 kg)
Veh.mth	=	vehicle-month
W/day	=	Work day

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

Unit:	The unit of measurement for each item of work as defined in the Specifications.
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.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
Prime cost sum:	An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

- 1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 1.5 It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
- 1.6 The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the

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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. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 1.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- 1.8 **A price or rate shall be entered against each item in the Bill of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works under the contract.

No unauthorized amendment shall be made to the Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Bill of Quantities is not properly completed, the tender will be rejected.

- 1.9 The quantities set out in the Bill of Quantities are approximate 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 Bill of Quantities.
- 1.10 Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

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- 1.11 The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 1.12 The stating of quantities of material or amount of work in the bill of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials for or executing work or making arrangements in this regard.
- 1.13 Subject to the conditions stated in paragraph immediately below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof.

Should there be any discrepancies between the correctly extended and totalled bill of quantities and the tender sum, the rates will be regarded as being correct, and the employer shall have the right to make such adjustments to the tender sum as he may deem necessary in order to reconcile the total of the bill of quantities with the tender sum. In such an event the Contractor will be consulted but failing agreement between the parties, the decision of the employer shall be final and binding. Such adjustment of the tender sum shall take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 1.14 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and the tenderer fails, within a period of seven days of having been notified in writing by the employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the tender sum unchanged.
- 1.15 All rates and sums of money quoted in the bill of quantities shall be in Rands (R) and whole cents (C). Fractions of a cent shall be discarded.

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- 1.16 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter PS refer to payment items described under the project specifications.
- 1.17 The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.
- 1.18 **The following compulsory Pricing Schedule is to be completed as part of the Bid and the compulsory Form of Offer and Acceptance is to be completed with the full tender price, including 15% Vat, and signed thereafter:**

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BILLS OF QUANTITIES

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price ®
1	SANS 1200A	PRELIMINARIES				
1,1		<u>NLM's specific requirements</u>				
1.1.1		Contractual requirements i.e insurances, statutory contributions etc	Months	24		
1.1.2		Establishment of facilities on site such as plant, sheds, water, electricity, lighting, sanitary facilities, stores, communication, concrete batching and mixing, setting out, contractors sign board				
1.1.2.1		Offices	Months	24		
1.1.2.2		Staff Accommodation	Months	24		
1.1.2.3		Security(24 hours), Armed Response	Months	24		
1.1.2.4		Stores (Materials & Equipment)	Months	24		
1.1.2.5		Water, Sanitation & Electricity	Months	24		
1.1.2.6		Communication	Months	24		
1.1.2.7		Community Liason Officer for the duration of Contract	Months	24		
1.1.2.8		Training for Student	Months	24		
1.1.2.9		Amount for PSC	Months	24		
1.1.2.10		Generic Training	Months	24		
1.1.3		Specialist Engineering Detailed Design, Information and Drawings				
1.1.3.1		Contractor to conduct Earth Resistivity Testing after completion of S/S platform for Detailed Earthmat and Earthing Design	Item	1		
1.1.3.2		Contractor to compile Protection, Metering, AC/DC & Telecontrol -Detail Design Document including all relevant application drawings and diagrams as per Functional Designs and Specifications for approval by Engineer	Item	1		
1.1.3.3		Contractor to produce Protection Settings, including all relevant calculations for approval by Engineer	Item	1		
Carried Forward						

Item No.	Refer	Description of the item	Unit	Qty	Rate	
Brought Forward						
1.1.4		Pre-Commissioning, Final Commissioning, Testing and Handing Over Documentation, Testing Certificates, Test Results, As built Drawings etc complete with sets of all relevant Equipment and Maintenance Manuals				
1.1.4.1		Earth Mat and all Earthing (Complete)	Item	1		
1.1.4.2		MV Equipment & Switchgear (Complete)	Item	1		
1.1.4.3		Control Plant (Complete)	Item	1		
1.1.4.4		MV & LV & Control Cables (Complete)	Item	1		
1.1.4.5		Removal of site establishment on completion of contract as per EMP	Item	1		
1.1.4.6		Special Safety (OHS Act) requirement by Client	Item	1		
1.1.4.7		Establishment of Plant & Equipment	Item	1		
1.1.4.8		Inspections by Client	Item	1		
1.1.4.9		Environmental requirements by Client	Item	1		
1.1.4.10		Establish fencing team	Item	1		
1.1.4.11		Transport to approved stores in Ngwathe for all surplus or redundant material or equipment all	Item	1		
1.1.5		<u>Contractor's Monthly related items:</u>				
1.1.5.1		Contractual requirements-EPWP-Report	Months	24		
1.1.5.2		Operation & maintenance of facilities	Months	24		
1.1.6		Management & Supervision				
1.1.6.1		Management & Supervision of the works: Appointment of an Authorised Person (HV Regulation Qualified, Full Time Supervisor) Compulsory to provide & list the name(s) of Authorised Person and his credentials for the duration of the contract	Months	24		
Carried Forward						

Item No.	Refer	Description of the item	Unit	Qty	Rate	
Brought Forward						
1.1.6.2		Company & head office overhead costs	Months	24		
1.1.6.3		Programme and Planning	Item	1		
1.1.6.4		PC amount for transport and offloading of all materials and equipment forming part of this contract which the contractor shall be responsible for to this site	Item	1		
1.1.6.5		Construction Plants-Hire	Months	24		
1.1.6.6		Receiving taking control and administering material.Store Man	Months	24		
1.1.6.7		For the services of an external Professional COW for use During Construction	Months	24		
1.1.6.8		Specialist for the Environmental Management services for use During Construction	Months	24		
1.1.7		<u>Prime Cost Items:</u>				
1.1.7.1		PC amount for temporary access to works to allow for construction and delivery of materials incl transformers to site, reinstate to original or desired condition	item	1		
1.1.8		Cost for compliance to Construction Regulations requirements as well as Cost for Compliance to Health and Safety Specification, Special Safety (OHS Act) requirements by Client, compiling a Health and Safety Plan, Establishment of Plant and Equipment, Inspections by Eskom and Client				
1.1.8.1		Personal Protective Equipment	Years	2		
1.1.8.2		Compliance with Safety Plan & Safety File	Months	24		
1.1.8.3		Statutory Health and Safety Appointments	Months	24		
1.1.8.4		Health and Safety Training	Months	24		
1.1.8.5		First Aid	Months	24		
1.1.9		Environmental Management Requirements				
1.1.9.1		Compliance with Environmental Legislation as well as environmental specifications included and or referred to in this document and Waste Disposal	Months	24		
Subtotal carried to Item 1 of Summary						

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
2	SANS 1200C	Site Works				
2,1		<u>Site Preparation:</u>				
2.1.1		Switching station site to be cleaned of vegetation by contractor	m ²	400		-
2.1.2		Application of Herbicides and Pesticides outside the switch house	m ²	400		-
2,2		<u>Preparation of Terrace:</u>				
2.2.1		Excavation of soil done by contractor	m ³	400		-
2.2.2		Importation of soil done by contractor - top soil before installing yard stone	m ³	200		-
2,3		<u>Disposals:</u>				
2.3.1		Disposal of Burden	m ³	200		-
2.4		Eskom Connection Fees	PC		R 500 000,00	
Subtotal carried to Item 2 of Summary						-

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Subtotal carried to Item 3 of Summary	-
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Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
4		Civil Work				
4,1	D-DT-0854	Power Cable Trenches: Excavate all soil, construct and dispose of burden:				
4.1.1	D-DT-0854	Excavate complete 0.5 m wide x 1 m deep cable trench	m³	250		-
4.1.2	D-DT-0854	Supply and install bedding soil	m³	25,0		-
4.1.3	D-DT-0854	Supply and install blanket soil	m³	7,5		-
4.1.4	D-DT-0854	Install warning tape	m	5000		-
4.1.5	D-DT-0854	Backfill soil and compact	m³	250		-
4,2	D-DT-0854	22KV SUPPLY CABLE				
	D-DT-0854	Supply and install 240 mm sq 3 Core 22kV XLPE cable	m	5000		-
		Supply and install 95 mm sq bare copper earth wire	m	5000		-
		POWER CABLE JOINTS/TERMINATIONS:				
4,3	D-DT-0854	240mm² Splicing kits for 22kV 3 Core XLPE cable	No.	20		-
		240mm² Indoor Termination Kit for 22kV 3 Core XLPE cable	No.	15		-
Subtotal carried to Item 4 of Summary						-

Item No.		Description of the Item	Unit	Quantity	Rate	Price (R)
5		<u>Yard Stone</u>				
5,1		Supply, transport to site and spread a 100 mm thick layer of 25 mm – 38 mm stones outside the switch house.	m²	65		-
Subtotal carried to Item 5 of Summary						-

Item No.	Refer	Description of the Item	Unit	Quantity	Rate	Price (R)
6		Installation of Equipment				
6,1		For the supply, delivery , off loading of MV switchgear (Actom or equivalent) , control panels, battery chargers, RTU, Auxilliaries (Switching /Control Room) complete with all SEL or equivalent protection devices & relays as per the Detailed Control Plant design and drawings provided by the Contractor and submitted to the Engineer for approval.				
6.1.1		22kV 1250A , Incomer BKR _s 31.5kA Metal Clad Switchgear	each	4		-
6.1.2		22kV 630A , Incomer BKR _s 25kA Metal Clad Switchgear	each	1		-
6.1.3		22kV 630A , Outgoing BKR _s 25kA Metal Clad Switchgear	each	3		-
6.1.4		22kV 400A , Outgoing BKR _s 25kA Metal Clad Switchgear	each	1		-
6.1.5		22kV B/B VT _s , Metal Clad Switch Gear	each	2		-
6.1.6		1 X 110V DC 15 A 65AH Battery Terminal Unit	each	3		-
6.1.7		85 x 110V DC Batteries complete with cabinet	each	3		-
6.1.8		22kV/400V Auxilary Supply 50kVA	each	1		-
6,2		<u>New Transformer Equipment:</u> Supply and Install the following equipment:				
6.2.1		50kVA pole mounted transformer on 1866 structure complete with accessories	Each	1		-
6.2.2		50mm ² Outdoor Termination Kit for 22kV 3 Core XLPE cable	No.	1		-
Subtotal carried to Item 6 of Summary						-

[illegible]

Item No.	Refer	Description of the item	Unit	Qty	Rate	Price (R)
9		Facilities				
9,1		Control Room				
9.1.1		Build a 14m W x25m L NATIONAL STD. (CONCRETE FLAT ROOF) COMBO CONTROL BUILDING TYPE 10 Roof shall be a normal Flat concrete roof. (The contractor shall allow for the supply and installation of an outdoor type water proof switch for the yard lighting which will be positioned next to the one 5m gate at the entrance to the control room. This will be wired to a contactor in the yard box via a 4mm-4core cable.)	item	1		-
9.1.2		Supply and install 2 whirly bird ventilators in the roof of the building	each	12		-
9.1.3		Supply and attach cable trays in the control room	m	38		-
9.1.4		Supply and attach substation name board	each	1		-
9.1.5		Supply and attach signs to fence and gates	Item	1		-
9.1.6		Supply and attach procedure in case of fire/first aid to control room	each	1		-
9,2		Distribution Boards				
9.2.1		DB - Switching Station Building	No	1		-
9,3		Low Voltage PVC Cables				
9.3.1		25mm ² 4 core PVC SWA Cable	m	10		-
9.3.2		16mm ² BCEW	m	10		-
9,4		Treminations:				
9.4.1		25mm ² 4 core PVC SWA Cable	No	2		-
9.4.2		16mm ² BCEW	No	2		-
9,5		Conduit Work				
		Supply, delivery and installation of SABS approved PVC and Galvanised Conduits				
		Built or Chase into brick or concrete work:				
9.5.1		20mm PVC Conduit	m	300		-
9.5.2		25mm PVC Conduit	m	200		-
9,6		Wall Boxes				
		Supply and installation of SABS approved galvanised pressed steel wall boxes for building				
		Flush mounted type:				
9.6.1		100 x 50 x 50mm	No	2		-
9.6.2		100 x 100 x 50mm	No	8		-
9,7		PVC Wiring				
		PVC Wiring in conduits:				
9.7.1		2.5mm ² for lights circuits	m	1000		-
9.7.2		4mm ² for plug sockets circuits	m	300		-
9,8		Light Fittings				
		Supply, delivery to site, storage and installation of the below specified light fittings complete				
		Fittings to be equal and similar approved to the below quoted manufacture.				
9.8.1		216W OmniStar Flood Light, Type FL	No	6		-
9,82		Flourescent fitting 1500mm 2 x 35W LED Vapour Proof - Interior, Type G	No	8		-
Subtotal carried to Item 9 of Summary						-

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Item No.	Description of the Item	Price (R)
1	Preliminaries	-
2	Site Works	-
3	Installation of Earth Grid	-
4	MV Cables	-
5	Yard Stone	-
6	Installation of Equipment	-
7	Erection of Substation Fence	-
8	Facilities	-
9	Attachment Labels and Signs	-
Sub Total A		-
Contingency at 5%		-
Sub Total B		-
Value Added Tax		-
Total of the Prices including VAT		-

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The Bidder's Name: _____

Signature: _____

Date; _____

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2. FORM OF OFFER AND ACCEPTANCE

3.1 OFFER

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

“CONTRACT NO: NSEZ/2026/05 - FOR THE CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI SPECIAL ECONOMIC ZONE (SEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto and by submitting this Offer has accepted the Bid Conditions (Bid Rules).

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the *Consultant* 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 <u>exclusive</u> of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices <u>inclusive</u> of 15% VAT is	R
(in words)	
The SMME percentage involvement undertaking is	%
The Local Labour percentage involvement undertaking is	%

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the schedule of deviations (if any) to the tenderer before the end of the period of validity stated in the tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name &
Signature of
Witness**

Date:

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3.2 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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Scope of Work

Part C3 Agreements and Contract Data, (which includes this form of Offer and Acceptance)

Part C4 Site information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

The preferred Bidder will be obliged to conclude a Service Level Agreement (SLA) with the Employer as per the terms and conditions as will be set out in the bid document. Should there be conflict between this Form of Offer and Acceptance and the Service Level Agreement, the latter shall govern.

For the Employer

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name &
Signature of
Witness**

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Date _____

3.3 SCHEDULE OF DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

(Name and address): _____

Name and _____

Date: _____

Signature of witness _____

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PART D: CONTRACT DATA

D.1. General Conditions of Contract

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015 prepared by the South African Institution of Civil Engineering (SAICE) together with the corrections thereto shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Engineer.

The Pro-formas on pages 97 to 113 of General Conditions of Contract 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

D.2. Special Conditions of Contract

Variations, amendments and additions to the General Conditions of Contract as Special Conditions of Contract prescribed by the Employer are set out below. Each item of the Special Conditions of Contract given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The following Special Conditions of Contract as prescribed by the Employer, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

....

- *Replace **Clause 1.1.1.28** with the following:*

"1.1.1 28 "**Scope of Work**" means the document(s) containing the Standard Specifications, the Project Specifications and the Drawings, that specifies and describes the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed."

- *Add the following clause after **Clause 1.1.1.34**:*

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“1.1.1.35 **“Drawings”** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

- *Add the following clause after **Clause 1.1.1.35**:*

“1.1.1.39 **“Force Majeure”** means an exceptional event or circumstance that:

- (a) is beyond a party's control;
- (b) such party could not reasonably have provided against before the Commencement Date;
- (c) having arisen, such party could not reasonably have avoided or overcome; and
- (d) is not substantially attributable to the other party,

provided that a outbreak of a epidemic or pandemic shall be deemed to satisfy (a) to (d) above.”

“1.1.1.41 **“Unforeseeable”** means not reasonably foreseeable by an experienced contractor at the time of submitting his bid.”

2.2 Adverse Physical Conditions

Pursuant to this Clause, the contractor shall note that the work is to be undertaken adjacent to roads carrying high volumes of traffic in places. Any flow of traffic shall not be considered as an adverse physical condition (nor an artificial obstruction) with regards to the progress of the work.

The contractor shall also note that the work may be undertaken adjacent to existing light posts also supporting telecoms and/or electrical cables. This work shall not be considered influenced by an adverse physical condition (nor an artificial obstruction) with regard to the progress of the work.

The contractor shall also take note that work is to be undertaken adjacent to an existing watercourse with wetland attributes. This work shall not be considered as influenced by an adverse physical condition, with regards to the progress of the works.

The contractor is to comply fully with the requirements of the construction Environmental Management Plan as per Part C3.4 herein.

Failure to comply with the above shall result in the contractor being penalised as stated herein.

....

5.4.1 Access to and possession of Site

Pursuant to this clause, the contractor shall note that the site of the works shall be restricted to the areas and periods where a particular portion of the construction work is to take place.

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- Amend **Clause 5.11.4** by inserting the following italicised words:

“5.11.4 Unless such suspension or alteration is otherwise provided for in the Contract, or by reason of some default or breach of the Contract by the Contractor, *or is as a result of a COVID-19 Event*, the Contractor shall in respect of delay to Practical Completion and/or to proven additional cost as a result of the suspension, be entitled to make a claim in accordance with Clause 10.1.”

- Add the following clause after **Clause 5.11.4**:

“5.11.4A “Where such suspension or alteration is as a result of a COVID-19 Event, the Contractor shall in respect of delay to Practical Completion as a result of the suspension, be entitled to make a claim in accordance with Clause 10.1 but shall not be entitled to any additional cost.”

- Amend **Clause 5.11.6** by making the following deletions and inserting the following italicised words:

“5.11.6 If the progress of the Works, or any part thereof, is suspended in terms of Clause 5.11.2 for more than 84 days in total, the Contractor may deliver a written notice to the Employer's Agent requiring permission to proceed with the Works, or that part thereof in respect of which progress is suspended.

If such permission is not granted within 28 days after the Employer's Agent's receipt of the written notice, the Contractor may, by a further written notice to the Employer, elect to treat the suspension, where it affects only part of the Works, as an omission of such part under Clause 6.3 or, where it affects the whole Works, *the Contractor may terminate the Contractor in terms of as a repudiation of the Contract by the Employer, in which case Clause 9.3 shall apply.*”

5.12 Extension of time for Practical Completion

- Add the following to **Clause 5.12.2.2**:

“No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed in the Project Specifications for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted in the Scope of Work shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

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It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained."

- *Amend **Clause 5.12.3** by inserting the following italicised words:*

"5.12.3 If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including to for special non-working days, if applicable, as are appropriate regarding any other compensation which may already have been granted in respect of the circumstances concerned. *However, the Contractor shall under no circumstances be entitled to be paid such additional time-related General Items under this Clause 5.12.3 for any circumstance caused by COVID-19.*"

5.13 Penalty for delay

- *Replace Clauses 5.13.2, 5.13.2.1 and 5.13.2.2 with the following:*

"5.13.2 No reduction in the penalty for delay will be made before the issuing of the Certificate of Practical Completion of the whole of the Works, even if a Certificate of Practical Completion has been issued for part of the Works or the Employer, his agents, employees or other contractors (not employed by the Contractor) have occupied part of the Works."

....

6.6.1.2.1 Delete the amount of 7.5 percent and replace with 5 percent.

- *Add the following to **Clause 6.8.4**:*

"Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for bids, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

This Clause 6.8.4 shall not apply where the Act of Parliament, Ordinance, Regulation or By-law of any local or other statutory authority is amended after the closing date for bids to address COVID-19."

6.10 Payments

Replace clause 6.10.1.5 with the following:

Advanced payment for plant and materials on the site will not be made

....

8.1.1 Add the following to Clause 8.1.1

"The Contractor's attention is drawn to the fact that there may be several other contractors working in close proximity to the works and possibly on the same site as the contractor.

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Notwithstanding the above the contractor shall be fully responsible for the works and the protection thereof including the contractor's temporary works, plant and construction equipment.

No claims will be entertained due to the contractor's failure to provide adequate protection."

- Amend **Clause 8.3.1.7** by making the following deletions and inserting the following italicised words:

"8.3.1.7 COVID-19 (or other pandemic or eEpidemic), famine or plague."

- Amend **Clause 8.3.2** by inserting the following italicised words:

"8.3.2 If, in carrying out the Works, any of the excepted risks, other than pertaining to the damage or physical loss referred to in Clause 8.2.2.2, causes the Contractor to suffer delay to Practical Completion and/or brings about proven additional costs, the Contractor shall be entitled to make a claim in accordance with Clause 10.1. *However, the Contractor shall under no circumstances be entitled to claim additional costs under Clause 10.1 (read with this Clause 8.3.2) occasioned by COVID-19 as contemplated in Clause 8.3.1.7.*"

8.6 Insurances

- Add the following to **Clause 8.6.1.5**:

"In addition to the insurances required in terms of Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

.....

- Amend **Clause 9.1.2** by making the following deletions and inserting the following italicised words:

"9.1.2 If any of the excepted risks set out in Clauses 8.3.1.2, 8.3.1.3, 8.3.1.4, ~~to and including Clause 8.3.1.5 or 8.3.1.7~~ (only in respect to COVID-19) occurs, and if any such event beyond the control of the Contractor shall materially affect carrying out the Works, or the supply of labour or materials, or physically interfere with access to the Site, or constitute a material risk to persons or property associated with the Contract, the Contractor shall, unless and until the Contract is terminated in terms of this Clause, endeavour to (a) complete the Works to the best of his ability and (b) *mitigate the effects thereof on the Works (and where COVID-19 amounts to the excepted risk, comply with its obligations under Clause 14.1);*

provided that:

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9.1.2.1 Either the Employer or the Contractor shall, if such state of affairs continues for a period of at least 290 consecutive working days, or for two or more periods aggregating not less than 4120 working days in any period of six months, be entitled to terminate the Contract by written notice to the other party and, upon such notice being given, the Contract shall (save as to the rights of the parties under this Clause) terminate forthwith but without prejudice to the rights of either party in respect of any antecedent breach thereof; or

9.1.2.2 If the Employer shall undertake, in writing, to bear any resultant *and reasonable* additional costs involved in continuing the Works *as ascertained and determined by the Employer's Agent*, the Contractor shall not exercise his right to terminate the Contract."

- Amend **Clause 9.1.4** by inserting the following italicised words:

"9.1.4 In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3, and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to carrying out the Works which is specifically attributable to consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3 *except where the excepted risk in question is COVID-19*;

provided that the Contractor shall, as soon as any such increase in Cost comes to his knowledge, at least within 14 days after becoming aware of such increase in Cost, notify the Employer's Agent thereof, in writing. The provisions of Clause 6.4 shall then apply, with the necessary changes."

9.2 Termination

- Add the following after **Clause 9.2.1.3.8**:

"9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor, unless such act has occurred without the Contractor's knowledge."

- Add the following clause after **Clause 9.3.4**:

"9.4 Termination for Convenience

The Employer may, at any time (and without prejudice to its other rights), terminate this Contract for its convenience. Subject to Clause 9.1.6, where such a right is exercised the Contractor will be paid in accordance with Clause 9.1.5 (save for Clauses 9.1.5.3 and 9.1.5.5)."

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ADDITIONAL CONDITIONS OF CONTRACT

- *Add the following clause after **Clause 10**:*

"11 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 without the prior written consent of the Employer's Agent. Furthermore, the contractor shall not publish or allow to be published any particulars of this contract and/or the works by the news media whether it be printed media, social media or any similar without the prior written consent of the Engineer.

"12 Contractor's Liens, Security and Right of Retention

The Contractor hereby waives and abandons any Contractor's lien and any other security or right of retention which he may have in respect of the Works, Plant, Materials, and Contractor's Documents, and shall not be entitled to withhold delivery of the same to the Employer. The Contractor shall ensure that his subcontractors and suppliers similarly waive any liens, securities and rights which they may have and shall indemnify and hold the Employer harmless against and from any claims, demands, proceedings, loss, damage, costs and expenses made or incurred in respect thereof.

"15. FORCE MAJEURE

15.1 Subject to the provisions of this clause, each party shall be excused from performing such obligations under this Contract from which it is prevented from performing due to an event of Force Majeure from the date on which that party provided notice to the other of the Force Majeure and the obligations affected. A party relieved from performance under this clause shall provide notice as soon as the effects of the Force Majeure come to an end.

15.2 Should either party be prevented from carrying out its obligations such party shall:

15.2.1 use its best endeavours to perform obligations affected by the Force Majeure when possible to do so;

15.2.2 perform obligations not affected by the Force Majeure in the ordinary course, unless instructed otherwise by the Employer's Agent; and

15.2.3 mitigate the effects thereof."

D.3. Contract Specific Data

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Part 1: Contract Data provided by the Employer

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

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

Clause number	Contract Specific Data
1.1.1.5	Commencement Date The commencement date is
1.1.1.13	Defects Liability Period The Defects Liability Period is 12 months
1.1.1.14	Practical Completion The Date for Practical Completions is
1.1.1.15	Employer The Employer is NKOMAZI SEZ SOC
1.1.1.16	The Name of the Employer's Agent is: CYNT Consulting Engineers
1.1.1.26	Pricing Strategy The Pricing Strategy is a Re-measurement Contract as defined in Clause 1.1.1.27
1.2.1.2	Interpretations The address of the Employer is: NO 2 Eastern Boulevard MEGA offices Mbombela 1201 Tel: (013) 492-5818

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	The address of the Engineer is: 41Street Lorraine, Van Riebeck Park, Kempton Park, 1619 (011) 972 0587
5.1.1 and 5.8.1	Non-working times The non-working days are Saturdays and Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break as defined by SAFCEC.
5.3.1	Commencement of the Works The Contractor shall, within 14 days after signing the Confirmation of Receipt (C1.1.4), submit the following documentation to the Engineer for his approval: (1) An original valid Tax Clearance Certificate (valid on date of notice of Acceptance) (2) A Health and Safety Plan (GCC Clause 4.3) (3) An initial programme (GCC Clause 5.6) (4) C1.3 Form of Guarantee (Security – GCC Clause 6.2) (5) Insurances (GCC 8.6 - as specified) with proof of validity (6) C1.4 Occupational Health and Safety Agreement (7) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (8) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993
5.4.2	The access and possession of the site shall not be exclusive to the contractor but as set out in the Bid Document.
5.13.1	Penalty for delay The penalty for failing to complete the Works within the specified time limit plus approved extensions of time or combination thereof, is R 10 000.00 per calendar day. The penalty stated above excludes any penalty which may be chargeable for non-compliance with the Environmental Management Plan. These penalties are stated in Part C3.4 herein.
5.14.1	The requirements for achieving Practical Completion are: In terms of bulk services, the completion of the works to enable an inspection with the Municipal Engineers to demonstrate that all services have been installed and completed so that Section 82 Certificates can be issued.
5.16.3	Latent defects liability The latent defects liability period is 10 years.
6.2.1	Security A performance security is required.
6.8.2	This is a “fixed rates contract” and will <u>not</u> be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP). All fluctuations in cost shall be for the account of the Contractor. Apart from any special materials as listed in Part 2: Contract Data is provided by the Contractor.
6.10.1.5	Payments Advance payment of materials not yet built into permanent works will be made for 80 percent on the material (To be approved by Engineer).

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6.10.3	Retention money Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. The limit of retention money is 10% of the Contract Sum, including allowances for contingencies and Contract Price Adjustment. A suitable guarantee in lieu of retention may be permitted subject to approval of the Employer. The limit of retention money for the Defects Liability Period shall be 5% of the Contract Sum.
8.6.1.1.2	Plant and material insurance The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0.00 (Nil) .
8.6.1.1.3	Professional fees insurance R 300 000.00
8.6.1.3	Liability insurance The limit of indemnity for liability insurance is R10 000 000.00 for a single claim – the number of claims to be unlimited during the construction and defects liability periods. A coupon policy for special risks insurance issued by SASRIA is required.
10.7.1	Arbitration The number of Arbitrators to be appointed is 1(one) .
*13	Validity of Bid 90 days from closing date for submission of the bids (including builders break)
*14	Payment Guarantee A payment Guarantee will not be provided by the employer

*New clauses not included in GCC 2015

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Part 2: Contract Data provided by the Contractor

Clause number	Contract Specific Data						
1.1.1.9	The name of the Contractor is:						
1.2.1.2	The Physical address of the Contractor is: Telephone: Fax:..... Email:..... The Postal address of the Contractor is: 						
1.1.1.14	The time for practical completion is						
6.5.1.2.3	Dayworks Percentage Allowance The Percentage Allowance shall be as bided in the Bill of Quantities.						
6.8.3	The variation in cost of special materials is <table border="0"> <thead> <tr> <th>Type of Special material</th> <th>Unit</th> <th>Rate or price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of Special material	Unit	Rate or price			
Type of Special material	Unit	Rate or price					

SIGNED ON BEHALF OF BIDDER:

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Contract Data provided by the Consultant

The name of the Consultant is

The address of the Consultant is

Physical Address	Postal Address
Telephone:	
Email:	

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3. FORM SBD4 - BIDDER'S DISCLOSURE

Form SBD4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Bid Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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4. FORM SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

The applicable preference point system for this bid is the **80/20** preference point system

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P}{P} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P}{P} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P}{P} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{max} = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals the 80/20 preference point system.

**CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI
SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

(CIDB 7EP)

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

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10	
Enterprises that are at least 51% women-owned	5	
Enterprises that are at least 51% owned by disabled persons	2	
Enterprises that are at least 51% ownership by Youth	2	
Enterprises that are at least 51% owned by people living in rural or underdeveloped areas or townships	1	
Total points	20	

**CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI
SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

(CIDB 7EP)

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
.....
- 4.5. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - non-profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and

CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI
SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE

(CIDB 7EP)

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

	
	SIGNATURE(S) OF BIDDER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	
	

**CONSTRUCTION OF EXTERNAL ELECTRICAL BULK INFRASTRUCTURE FOR PHASE 1 AT NKOMAZI
SPECIAL ECONOMIC ZONE (NSEZ) SITUATED AT KOMATIPOORT, MPUMALANGA PROVINCE**

(CIDB 7EP)

ANNEXURE A: DRAWINGS

SYMBOL		DESCRIPTION
		LV EARTHING
		MF EARTHING
		STANDING KIOSK + BREAKERS AND METERS
		MINI SUB TYPE B + PLINTH
		147-5700 MAIN UNIT
		35mm x 3 CORE 22kV XLPE MF CABLE
		240mm x 3 CORE 22kV XLPE MF CABLE
		EXISTING 22kV ACB
		LV CONCRETE CABLE MARKER
		MF CONCRETE CABLE MARKER
		LV CONDUCTOR PHASING
		25mm SQUARE SBA PVC
		120mm x 4 CORE SBA PVC 600/1000V
		150mm x 4 CORE SBA PVC 600/1000V
		185mm x 4 CORE SBA PVC 600/1000V
		240mm x 4 CORE SBA PVC 600/1000V

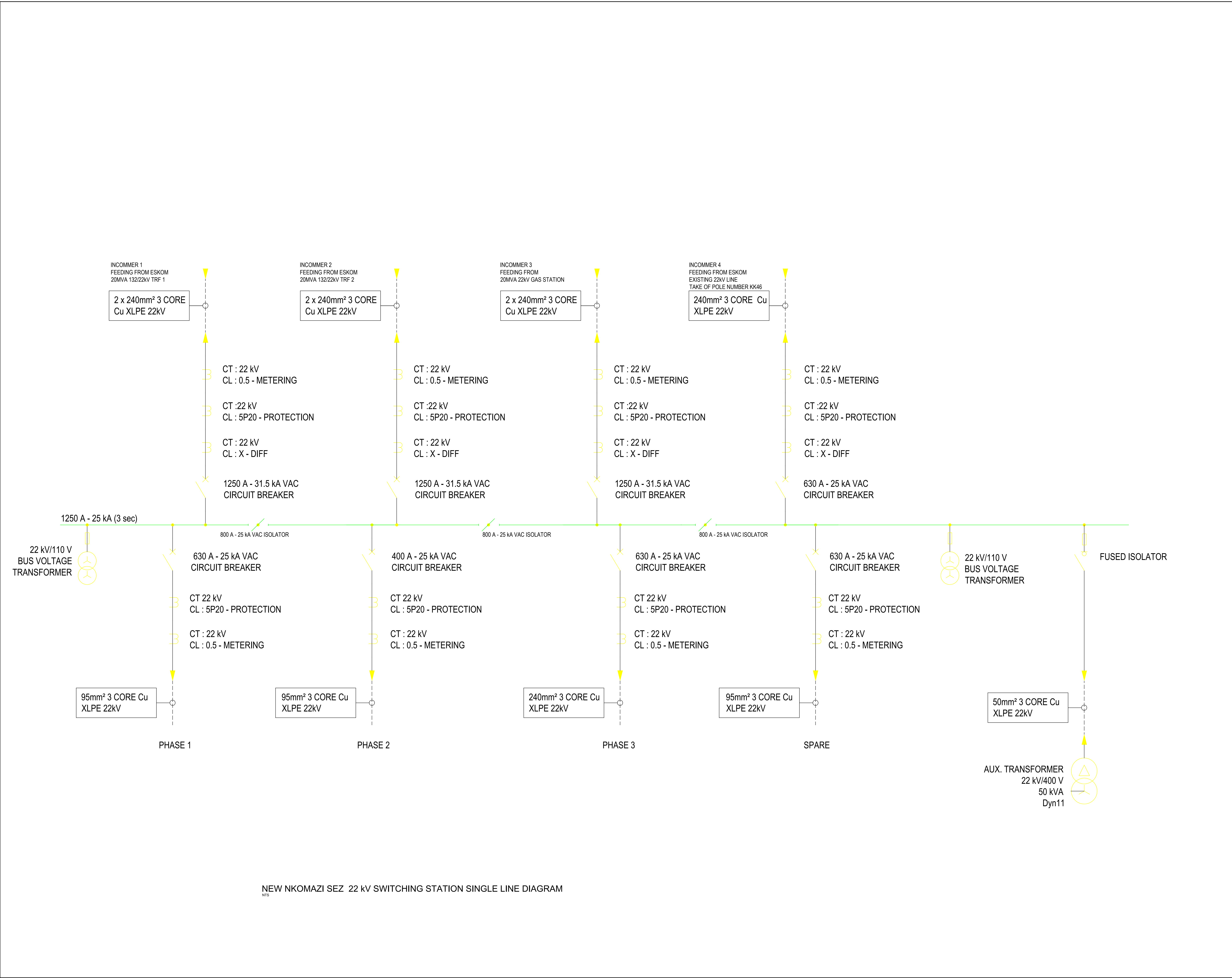
NR.	DATE	PARAF	INITIALS	DESCRIPTION
WYSIGINGS				
CONSULTANT				
 41 Lorraine Street 1619 Kempton Park Van Riebeeck Park Ext 16 Gauteng - South Africa				
 7 Government Blvd Riverside Park Ext 2 Mombela 1200				

PROJECT	PROJECT NO.
NKOMAZI SEZ BULK SUPPLY	

TITLE	TITLE
DESIGN LAYOUT	

SCALE	SCALE/PORTION: N°
1:1000	
DETEKEN	DRUK/ONTOEGE
LM	
DATE	DATE/GEDEURTE
SEPT. 2025	
TEKENING	TEKENING NO.

NKMSEZ-MV-01



DRAWING ISSUED FOR

INFORMATION

CONSULTANT



41 LORRAINE STREET
VAN RIEBEECK PARK
REMPTON PARK
1619

TEL: (011) 972 0587
CELL: 078 747 4910
Email: leslie@cyntconsulting.co.za

CLIENT



7 GOVERNMENT BLVD
RIVERSIDE PARK EXT 2
MBOMBELA
1200

Revision Schedule				
Rev	Date	by	Description	
A	2025.08.05	TL	ISSUED FOR DISCUSSION	

ELECTRICAL ENGINEERING

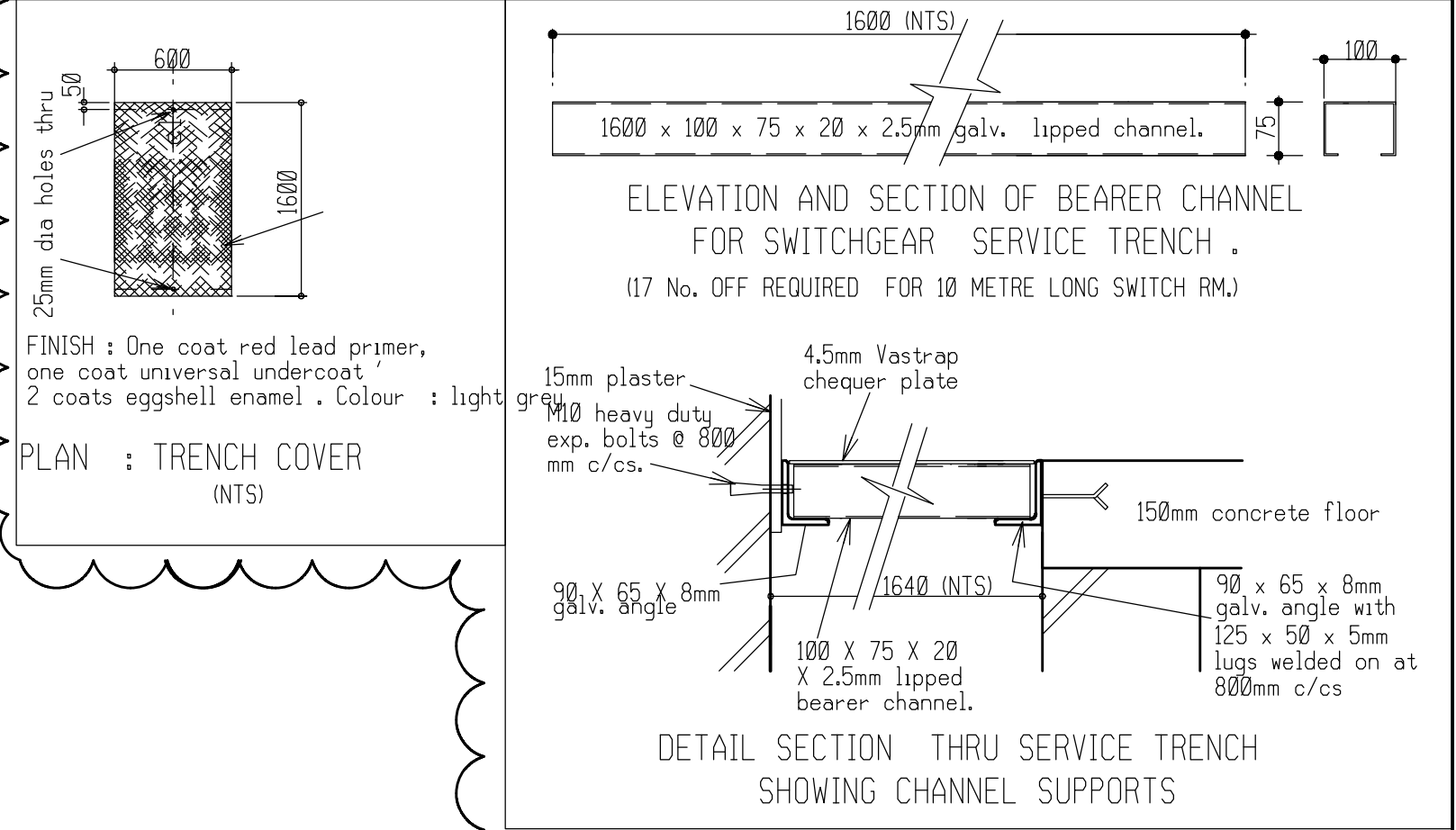
Project

NEW NKOMAZI SWITCHING STATION 22 kV SINGLE LINE DIAGRAM

Description

DESIGNED BY	DRAWN BY	APPROVED BY	ECSA NUMBER
V. FUNGHENI	G. MASEVA	L. MHANGWA	XXXXXXXXXX
DATE	SCALE	SHEET SIZE	SIGNATURE
2025.08.05	As indicated	A0	
DRAWING NUMBER			
EL-NKILC001-SL			

COPY RIGHT RESERVED



1. SWITCH HOUSE EARTHING TO BE 10mm DIA. COPPER ROD SHOWN THUS : _____
COPPER TO BE AFFIXED TO WALL INSIDE CABLE TRENCH WITH WALL PLUGS AND SCREWS AT 1m INTERVALS.
LENGTH REQUIRED = 65m = 46.5kg.
2. FOR STANDARD EARTHING SPEC. SEE DRAWING D-DT-5240 LATEST REVISION.
3. CONTRACTOR TO SUPPLY ALL COPPER.
4. EARTH TAILS TO PLANT TO BE 50 x 3mm FLAT Cu STRAP THUS: _____
LENGTH REQUIRED = 30m = 14.65kg
5. BRAZING OF MAIN EARTH MAT GRID AT INTERSECTIONS AND EARTHING TAILS
TO EARTH MAT GRID SHOWN THUS: ○
6. CONTROL ROOM EARTHING TO BE 50 x 3mm FLAT Cu STRAP SHOWN THUS: _____
LENGTH REQUIRED = 30m = 14.65kg

0	FIRST ISSUE	LM			27/08/2025	
REV	REVISION DESCRIPTION	BY	CHKD	AUTH	DATE	PROJECT NO.
Distribution		NKOMAZI SEZ 22kV SWITCH STATION GENERAL ARRANGEMENT				
AUTH:		NSEZ-ELEC-001				
DATE: 27/08/2025						
CHKD:						
DATE: 27/08/2025						
DRAWN: L.MHANGWA						
DATE: 27/08/2025					SHEET	REVISION
					1	Ø

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.