



**ACCESS ROAD V-DRAIN, NEW SUB-STATION, BETHAL.**

**PROCUREMENT DOCUMENT**

(Based on NEC3 Engineering and Construction Contract)

**Issued by:**

**Enpower Energy and Machite Engineering JV**

**Name of tenderer:** .....

**Telephone Number:** .....

**Email Address:** .....

**Fax Number:** .....

**Cellphone Number:** .....

**Closing date: 19 April 2024**

**TENDER NO: DMRE001**



## **ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.**

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## **ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.**

### **T1.1 Tender Notice and Invitation to Tender**

Enpower Energy and Machite Engineering JV hereby invites tenders from suitably qualified and experienced sub-contractors, for the construction of the **v-drain to the access road, at the new sub-station, Bethal.**

Eligibility and preferencing criteria are stated in the tender document.

**A compulsory clarification meeting will be held on 04<sup>th</sup> April 2024 at 10am** at Govan Mbeki Municipality (Bethal Municipal Council Chambers, Chris Hani Street, Bethal, 2309). The closing time for receipt of tenders is **19 April 2024 at 11am**. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted.

The tender box will be situated at Enpower Energy and Machite Engineering JV offices, Cornerstone Building, 43 Kleynhans Street, Bethal, 2309.

Tenders may only be submitted on the tender documentation that is issued; alternative tenders are not permitted. ***Any and all queries must be addressed to the Project Manager via email to [similo@machite.co.za](mailto:similo@machite.co.za)***

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Similo Moyo'.

.....  
Similo Moyo  
Project Manager

## T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

<b>Tender Data</b>	
1.	The Employer is Enpower Energy and Machite Engineering JV.
2.	The tender documents issued by the employer comprise the documents listed on the contents page.
3.	The language for communication is English.
4.	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>A1. The tenderer has been represented at the compulsory clarification meeting and have signed the attendance register.</p> <p>A2. The tenderer is either</p> <ul style="list-style-type: none"> <li>a. registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), or</li> <li>b. a joint venture, where all members of the joint venture are registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984), and a copy of the proposed joint venture agreement is provided with the tender submission;</li> </ul> <p>A3. The tenderer has experience as a contractor/sub-contractor in the construction of v-drains.</p> <p>A4. The tenderer is able to demonstrate a capability of producing a health and safety plan for the proposed works i.e. a documented plan which addresses identified hazards and includes safe work procedures to mitigate, reduce or control the hazards.</p> <p>A5. The tenderer is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993)</p>
5.	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.</p>
6.	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: Enpower Energy and Machite Engineering JV offices</b>  <b>Physical address: Cornerstone Building, 43 Kleynhans Street, Bethal, 2309</b>  <b>Identification details: Tender DMRE001</b>  <b>Construction of V-drain</b>  <b>Submission closing date: 19 April 2024</b>  <b>Submission closing time: 11h00</b></p>

7. The tenderer is required to submit with his tender the following certificates: certificate of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).
8. The Original Tender Document to be submitted in a sealed envelope.
9. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
10. The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. No late bids will be accepted.
11. The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
12. The employer shall issue addenda until three (3) working days before tender closing time.
13. (A) Responsiveness and Evaluation Criteria Enpower Energy and Machite Engineering JV will consider no bid unless it meets the following responsiveness criteria and relevant documents have been submitted:
A1. Company Registration Certificate (COR14.3) has been attached.
A2. Original, valid Tax Clearance Certificate; or Tax Compliance letter with unique security personal identification number (Pin) in terms of the Electronic Tax Compliance Status (TCS) System from SARS or proof of arrangement either South African Revenue Services (SARS)
A3. Certified copy of Workmen's Compensation (Letter of good standing)
A4. Company or entity business profile
A5. Current and previous project profile – Experience indicating the following: <ul style="list-style-type: none"> <li>• Project name and description</li> <li>• Client representative and contact Cellphone and telephone</li> <li>• Project final contract amount</li> <li>• Project start and completion date (month and year)</li> <li>• Project site / location</li> </ul>
A6. CV of 3 key personnel with accredited certificates: <ul style="list-style-type: none"> <li>• Supervisor</li> <li>• Cement mason or any similar personnel</li> <li>• Steel fixer or any similar personnel</li> </ul>
A7. Certified copies of Director (s) / Shareholder (s) identity document of not less than three (3) months.
A8. Attendance of Compulsory Tender Briefing Session
A9. Tender Document Fully completed, signed and initialed on every page
A10. SBD1 (Invitation to Bid) Make sure it is signed and thoroughly completed
A11. Proof of address (Municipal bill, rates etc.)
A12. Other documents as mentioned in the bid terms of reference

**A. Phase 2: Functionality**

- Functionality of bids will be evaluated according to the evaluation criteria set out in the bid documents – Terms of Reference below:
- The panel members will individually evaluate the bids received for functionality against the following criteria as set out below:
  - The service provider must provide a proposal with the following headings,
  - And points will be allocated as follows:

No.	Functionality Criteria – Tender Rating Matrix																																													
<b>SKILLS AND EXPERIENCE OF KEY PERSONNEL</b>	<p><b>Points are allocated for required competencies of allocated personnel for the project in consideration. Required key personnel are: Supervisor, Cement mason and Steel fixer.</b></p> <p><b>Supervisor</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Scoring Ref.</th> <th style="width: 15%;">Score</th> <th style="width: 75%;">Description of Criteria</th> </tr> </thead> <tbody> <tr> <td>A1</td> <td>3 = 30 Points</td> <td>Three (3) or more years' experience on projects of similar nature appointed as a supervisor</td> </tr> <tr> <td>A2</td> <td>2 = 20 Points</td> <td>Two (2) years' experience on projects of similar nature appointed as a supervisor</td> </tr> <tr> <td>A3</td> <td>1 = 10 Points</td> <td>One (1) year experience on projects of similar nature appointed as a supervisor</td> </tr> <tr> <td>A4</td> <td>0 = 0 Points</td> <td>The tenderer has failed to address the question and has not proved competency and qualifications of the proposed supervisor</td> </tr> </tbody> </table> <p><b>Cement mason</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Scoring Ref.</th> <th style="width: 15%;">Score</th> <th style="width: 75%;">Description of Criteria</th> </tr> </thead> <tbody> <tr> <td>B1</td> <td>3 = 10 Points</td> <td>Three (3) or more years' experience on projects of similar nature appointed as a Cement mason</td> </tr> <tr> <td>B2</td> <td>2 = 6 Points</td> <td>Two (2) years' experience on projects of similar nature appointed as a Cement mason</td> </tr> <tr> <td>B3</td> <td>1 = 4 Points</td> <td>One (1) year experience on projects of similar nature appointed as a Cement mason</td> </tr> <tr> <td>B4</td> <td>0 = 0 Points</td> <td>The tenderer has failed to address the question and has not proved competency of a Cement mason</td> </tr> </tbody> </table> <p><b>Steel fixer</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Scoring Ref.</th> <th style="width: 15%;">Score</th> <th style="width: 75%;">Description of Criteria</th> </tr> </thead> <tbody> <tr> <td>C1</td> <td>3 = 10 Points</td> <td>Three (3) or more years' experience on projects of similar nature appointed as a Steel fixer</td> </tr> <tr> <td>C2</td> <td>2 = 6 Points</td> <td>Two (2) years' experience on projects of similar nature appointed as a Steel fixer</td> </tr> <tr> <td>C3</td> <td>1 = 4 Point</td> <td>One (1) year experience on projects of similar nature appointed as a Steel fixer</td> </tr> <tr> <td>C4</td> <td>0 = 0 Points</td> <td>The tenderer has failed to address the question and has not proved competency of a Steel fixer</td> </tr> </tbody> </table> <p><b><u>NB: Tenderers are encouraged to submit CV's with contactable references. The certified documents should not be older than three (3) months. Failure to submit will result in the tenderer not being awarded points on the above criteria. The proposed personnel are to be used throughout the duration of the contract unless a change is agreed upon mutually between Enpower Machite and the subcontractor.</u></b></p>	Scoring Ref.	Score	Description of Criteria	A1	3 = 30 Points	Three (3) or more years' experience on projects of similar nature appointed as a supervisor	A2	2 = 20 Points	Two (2) years' experience on projects of similar nature appointed as a supervisor	A3	1 = 10 Points	One (1) year experience on projects of similar nature appointed as a supervisor	A4	0 = 0 Points	The tenderer has failed to address the question and has not proved competency and qualifications of the proposed supervisor	Scoring Ref.	Score	Description of Criteria	B1	3 = 10 Points	Three (3) or more years' experience on projects of similar nature appointed as a Cement mason	B2	2 = 6 Points	Two (2) years' experience on projects of similar nature appointed as a Cement mason	B3	1 = 4 Points	One (1) year experience on projects of similar nature appointed as a Cement mason	B4	0 = 0 Points	The tenderer has failed to address the question and has not proved competency of a Cement mason	Scoring Ref.	Score	Description of Criteria	C1	3 = 10 Points	Three (3) or more years' experience on projects of similar nature appointed as a Steel fixer	C2	2 = 6 Points	Two (2) years' experience on projects of similar nature appointed as a Steel fixer	C3	1 = 4 Point	One (1) year experience on projects of similar nature appointed as a Steel fixer	C4	0 = 0 Points	The tenderer has failed to address the question and has not proved competency of a Steel fixer
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<b>RELEVANT BUILDING PROJECTS EXPERIENCE</b>	Tenderers are required to demonstrate relevant past experience and competency. Tenderers are required to submit full details of, and reliable contactable references for relevant projects which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last Three (3) or more years.		
	Scoring Ref.	Score	Description of Criteria
	D1	3 = 30 Points	Three (3) or more years' for similar projects successfully executed by the tenderer
	D2	2 = 20 Points	Two (2) years for similar projects successfully executed by the tenderer
	D3	1 = 10 Points	One (1) year for similar projects successfully executed by the tenderer
D4	0 = 0 Points	The tenderer has failed to address the question and has not provided proof of completing similar building construction projects	

<b>PLANT AND EQUIPMENT RESOURCES</b>	Tenderers are required to submit a schedule of the available plant, equipment and resources relevant to this project in the form of ownership certificates, copies of invoices or pictures.		
	Tool	Owned	Hired
	Compaction tool	20	10
	Power tools (e.g drills, grinders)	10	5
	Hand tools (e.g Spades, shovels, wheelbarrows, hammers)	2	1
	Other(please specify)		
<b><u>NB: Each panel member will rate on the above-mentioned criteria.</u></b>			

Minimum points to be scored for Functionality is **70** of the points out Of 100%.

**a) Skills and Experience of Key Personnel**

The service provider should provide a project team responsible for the execution of the project with adequate skills, competencies, and experience in delivery of similar projects.

- Supervisor
- Cement mason or similar personnel
- Steel fixer or similar personnel

(CV's and copies of qualifications/certificates must be attached for points to be allocated)

**b) Relevant Building Projects Experience and Quality**

The tenderer must illustrate relevant experience over the past three (3) or more years on similar or other projects and include the following:

Client name, Contact Person number, Project amount and Duration of project.

- Similar Projects
- Other projects

**c) Plant and equipment resources.**

The bidder to provide a schedule of Plant and Equipment resources relevant to this project.

In order to demonstrate capacity to deliver on time the tenderers will need to demonstrate the following:

- Having access to the minimum required Plant and Equipment for the project at hand
- Demonstrate whether such Plant & Equipment is Owned or will be Rented.
- Sign off the schedule provided that you hired or own the plant/equipment.

Tender offers will only be accepted if:

- a) the tenderer provides written proof from SARS that the tenderer either has no tax obligations or has made arrangements to meet outstanding tax obligations.
- b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the tenderer has not:
  - i) failed to perform on any previous contract.

The number of paper copies of the signed contract to be provided by the employer is one.

**The additional conditions of tender are:**

1. **Enpower Energy and Machite Engineering JV** may cancel a contract awarded to a person if:
  - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract.
2. **Enpower Energy and Machite Engineering JV** may reject the bid of any person if that person or any of its directors has:
  - a) Failed, during the last three years, to perform satisfactorily on a previous contract with the client and a written notice was given to that bidder that performance was unsatisfactory.
  - b) Been convicted of fraud or corruption during the past five years.
  - c) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on Nation Treasury's database as a person prohibited from doing business with public sector.

## T.2.1 List of returnable documents

The tenderer must submit the returnables set out hereunder as part of its tender. Returnables that are mandatory for evaluation will result in disqualification if not submitted at tender closing.

No	Reference	Returnables from sub-contractor	Attached (Yes/No)
1	Tender data	Company Registration Certificate	
2	Tender data	Valid Tax Clearance Certificate; or Tax Compliance letter	
3	Tender data	Certified copy of Workmen's Compensation (Letter of good standing)	
4	Tender data	Company or entity business profile	
5	Tender data	Certified copies of Director (s) / Shareholder (s) identity document of not less than three (3) months.	
6	Tender data	Tender Document Fully completed, signed, and initialed on every page	
7	Tender data	Proof of address (Municipal bill, rates etc.)	
8	Functionality	Plant and tools schedule	
9	ANNEXTURE A	Record of Addenda to Tender Documents	
10	ANNEXTURE B	Compulsory Declaration	
11	ANNEXTURE C	Certificate of Authority for Joint Ventures (if applicable)	
12	ANNEXTURE D	Broad Based Black Economic Empowerment Status	
13	ANNEXTURE E	Experience (as a contractor / sub-contractor on relevant or similar projects)	
14	ANNEXTURE F	Experience of key personnel including CV's of 3 key personnel with accredited certificates	
15	ANNEXTURE G	Anticipated Employment Schedule	
16	ANNEXTURE H (NEC Documentation)	Form of Offer and Acceptance	
17	ANNEXTURE I	Contract Data	
18	ANNEXTURE L	Safety requirements	
19	ANNEXTURE M	SECTION 37(2) agreement	

**Note:** Failure to provide these documents will result in the tender not being evaluated

**ANNEXTURE A**

**Record of Addenda to tender documents**

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date.....

Name..... Position .....

Tenderer .....

## ANNEXTURE B

### Compulsory Declaration

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

#### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

#### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
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#### Section 3: SARS Information

**Tax reference number**

**Tax compliance status pin number**

**VAT registration number:**

*State Not Registered if not registered for VAT*

#### Section 10: Declaration

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

- i) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- ii) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers.
- iii) has no other relationship with any employee of the client who are among those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- iv) the tenderer or any of its principals has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed .....

Date .....

Name .....

Position .....

*Enterprise name* .....

**ANNEXTURE C**

**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....

## ANNEXTURE D

### Preferencing schedule: Broad Based Black Economic Empowerment Status

- a) Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: (B-BBEE will be advantageous)

BBBEE Level		
Level 1		20
Level 2		18
Level 3		14
Level 4		12
Level 5		8
Level 6		6
Level 7		4
Level 8		2
Non-Compliant Contributor		0

#### 1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor, failing which their claims for preferences will be rejected.

#### 2 Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor in the form of an:

- appropriate original or certified completed affidavit downloaded from [www.thedti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.thedti.gov.za/economic_empowerment/bee_codes.jsp); or
- an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies ([www.sanas.co.za/af-directory/bbbee\\_list.php](http://www.sanas.co.za/af-directory/bbbee_list.php))

#### 3 Declaration

The tenderer declares that

- the tendering entity is a level contributor as stated in the submitted proof of B-BBEE status level of contributor as at the closing date for submissions
- the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness: ..... Signature of witness: .....



**Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

2) **Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference.**

## ANNEXTURE E

### Schedule 1: Contactable client references for construction of v-drain.

The experience of the tenderer in **the construction of v-drains over the last three or more years.**

Contactable reference #1.		Description of main contract / subcontract stating clearly the type of services rendered	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> V-drain construction	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					
Email (if available):					
Contactable reference #2.		Description of main contract / subcontract stating clearly the type of services rendered	Location	Contract /subcontract value inclusive of VAT (Rand)	Completion / practical completion date
Name of organisation:		<input type="checkbox"/> V-drain construction	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract	
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban		
Telephone:					

Email (if available):				
<b>Contactable reference #3</b>		<b>Description of main contract / subcontract stating clearly the type of services rendered</b>	<b>Location</b>	<b>Contract /subcontract value inclusive of VAT (Rand)</b>
Name of organisation:		<input type="checkbox"/> <b>V-drain construction</b>	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban	
Telephone:				
Email (if available):				
<b>Contactable reference #4</b>		<b>Description of main contract / subcontract stating clearly the type of services rendered</b>	<b>Location</b>	<b>Contract /subcontract value inclusive of VAT (Rand)</b>
Name of organisation:		<input type="checkbox"/> <b>V-drain construction</b>	<input type="checkbox"/> Mpumalanga <input type="checkbox"/> Limpopo <input type="checkbox"/> Gauteng <input type="checkbox"/> Northwest <input type="checkbox"/> Northern Cape <input type="checkbox"/> Eastern Cape <input type="checkbox"/> Western Cape <input type="checkbox"/> Kwazulu-Natal <input type="checkbox"/> Free State	<input type="checkbox"/> Subcontract <input type="checkbox"/> Joint Venture <input type="checkbox"/> Main Contract
Contact Person:			<input type="checkbox"/> Rural <input type="checkbox"/> Urban	
Telephone:				
Email (if available):				



The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

*Tenderer:* .....

## ANNEXTURE F

### EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL: SUPERVISOR

**The Supervisor is** the person appointed by the subcontractor to take full responsibility for the daily operations on site, and manages all resources, plans the day-to-day operations and ensures the quality of workmanship meets the specifications. The experience of the Supervisor will be evaluated in relation to the scope of work from various aspects some of which are as follows:

1. General experience and certificates in relation to the works:
2. Knowledge of issues pertinent to the works.  
Project experience that relates specifically to similar projects should be detailed.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

**Each CV should be structured under the following headings:**

- 1 Personal particulars
  - name
  - date and place of birth
- 2 Qualifications (degrees, diplomas, certificates) (Attach copies of each)
- 3 Overview of work experience (year, organization and position)

**The scoring of the experience of the Supervisor will be as per the set functionality criteria stipulated before.**

**This Supervisor will be the one who will be involved in this project throughout its lifespan unless changed by mutual agreement between the Client and the Subcontractor.**

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

**Supervisor:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer Position:** \_\_\_\_\_

## EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL: CEMENT MASON OR ANY SIMILAR PERSONNEL

A **cement mason** is the person appointed by the subcontractor to take full responsibility for concrete works. The experience of the cement mason will be evaluated in relation to the scope of work from various aspects some of which are as follows:

1. General experience and certificates in relation to the works:  
The cement mason certificates and general career experience should be demonstrated.
2. Knowledge of issues pertinent to the works:  
The Cement mason's project experience that relates specifically to similar projects should be detailed.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

**Each CV should be structured under the following headings:**

- 1 Personal particulars:
  - name
  - date and place of birth
- 2 Qualifications (Certificates) (Attach copies of each)
- 3 Overview of work experience (year, organization and position)

**The scoring of the experience of the Cement mason will be as per the set functionality criteria as stipulated before.**

**This Cement mason will be the one who will be involved in this project throughout its lifespan unless changed by mutual agreement between the Client and the Subcontractor.**

I hereby declare that the contents of this Declaration are within my personal knowledge and where stated otherwise are to the best of my belief both true and correct.

**Cement mason:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer Position:** \_\_\_\_\_

## EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL: STEEL FIXER OR ANY SIMILAR PERSONNEL

A **steel fixer** is the person appointed by the subcontractor to take full responsibility for the bending and installation of reinforcement. The experience of the steel fixer will be evaluated in relation to the scope of work from various aspects some of which are as follows:

3. General experience and certificates in relation to the works:  
The steel fixers certificates and general career experience should be demonstrated.
4. Knowledge of issues pertinent to the works:  
The steel fixer's project experience that relates specifically to similar projects should be detailed.

A CV of the key person of **not** more than 3 pages should be attached to this schedule.

**Each CV should be structured under the following headings:**

- 4 Personal particulars:
  - name
  - date and place of birth
- 5 Qualifications (Certificates) (Attach copies of each)
- 6 Overview of work experience (year, organization and position)

**The scoring of the experience of the steel fixer will be as per the set functionality criteria as stipulated before:**

**This steel fixer will be the one who will be involved in this project throughout its lifespan unless changed by mutual agreement between the Client and the SubContractor.**

I hereby declare that the contents of this Declaration are within my personal knowledge and where stated otherwise are to the best of my belief both true and correct.

**Steel fixer:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer:**

_____	_____	_____
<b>Name</b>	<b>Signature</b>	<b>Date</b>

**Tenderer Position:** \_\_\_\_\_

## ANNEXTURE G

### Schedule 4: Anticipated Employment Schedule

The tenderer is to provide anticipated employment generation that the tenderer anticipates for the execution of the Contract both in terms of number of persons and total person days for each category provided.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Laborer														
Managerial														
Semi-skilled														
Skilled														
Supervisor														
<b>Total</b>														
<b>Note:</b> - Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults. - The Tenderer must include all occupational categories that are required for the project (Labourer, Managerial, Semi-skilled, Skilled and Supervisor).														

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## ANNEXTURE H

### C1.1 Form of Offer and Acceptance

#### Offer

The *Employer* has solicited offers to enter into a contract for the provision of works as described in the Contract Data.

The tenderer has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Sub-Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Sub-Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

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

Name of  
Witness

Signature

Date

## Acceptance

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

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C3            Scope of Work

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 tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two (2) weeks of receiving an appointment letter or 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 other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. 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 an appointment letter or one fully completed original copy of this document, including the Schedule of Deviations (if any).** Unless the tenderer (now *Sub-Contractor*) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) \_\_\_\_\_ Date: \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer**            ENPOWER ENERGY AND MACHITE ENGINEERING JV

Name of Witness \_\_\_\_\_

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

## ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.

### ANNEXTURE I

#### Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx> )

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract which requires it.

#### Part one - Data provided by the *Employer*

##### 1 General

The *conditions of contract* are the core clauses and the clauses for Main Option

1.1 The *Employer* is Enpower Energy and Machite Engineering JV (PTY)LTD

1.2. The *Project Manager* is:

Name: Similo Moyo  
Address: 89 Allan Road,  
Glen Austin,  
Midrand  
1685

Tel: 011 314 4817  
Email: [similo@machite.co.za](mailto:similo@machite.co.za)

1.3. The starting date for the contract of works is the **1<sup>st</sup> of July 2024.**

1.4. The *completion date* for the whole of the *works* is **30<sup>th</sup> of August 2024(2 months) from the starting date.**

1.5. (The Works Information is in Part C3: Scope of Work

1.6. The **law of the contract** is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

1.7. The **language** of this contract is English

1.8. The **period for reply** is one (1) week

1.9. Clause 16: Early warning

Add: Clause 16.5

Should the **subcontractor** fail to proceed with due diligence with a **contract instruction**, and it becomes evident by evaluating the construction programme against the actual work on site, the **project manager** may notify the **subcontractor** to correct the situation within five (5) **working days** from receipt of such notice. Without further notice, on default by the **subcontractor**, the **employer** may as a **risk reduction measure** employ other parties to give effect to such **contract instruction** in addition to any other rights that the **employer** may have. The **employer** may recover expense and loss resulting from such employment.

Add: Clause 16.6

Should the contractor fail to keep the same personnel (Supervisor, cement mason and steel fixer) that were provided during the tender stage at all times during the contract, without the approval of the Client, the Client has the right to terminate the contract.

1.10. Testing and Defects

1.10.1 The **defects date** is **12 weeks** after Completion of the whole of the works.

1.10.2 The **defect correction period** is **two weeks**.

#### **1.11 Payment**

1.11.1 The *assessment interval* is monthly.

1.11.2 The *currency of this contract* is the South African Rand.

**1.12.** Priced contract with bill of quantities (Rate based)

#### **X5 & X7 Sectional Completion and delay damages used together.**

X7.1 Delay damages for late Completion of the *works* are:

**0.05% of the contract value per calendar day**

#### **Z Additional conditions of contract**

The *additional conditions of contract* are:

##### **Z1 Tax invoices**

###### **The Sub-Contractor's invoice.**

The Sub-Contractor submits his valid tax invoice within one week after receiving a payment certificate from the *Project Manager* in terms of clause 51.1.

## **ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.**

### **Part C1.2 Contract Data**

The Conditions of Contract are the NEC3 Engineering and Construction Contract (Third edition of June 2005 with amendments June 2006 and April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded from <https://www.neccontract.com/getmedia/b78e52ca-a375-44dc-8098-e86499503213/OptionB.pdf.aspx> )

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

### **Part two - Data provided by the Sub-Contractor.**

---

1.1 The Sub-Contractor is  
(Name): Address  
Tel  
No.  
Fax  
No.  
Em  
ail

## **ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.**

### **ANNEXTURE J**

#### **C2: Pricing Data**

##### **C.2.1.1 General**

**C.2.1.1.1** The *Sub-Contractor* is paid under (Bill of quantities) for completed work i.e. work without Defects. It is a re-measurement contract, and the bill comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums.

**C.2.1.1.2** The method of measurement is the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of Civil Engineering Standard Method of Measurement – Southern African edition.

##### **2.1.2 General assumptions**

**2.1.2.1** The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Sub-Contractor* in carrying out or providing that item.

## C.2.2 Bill of quantities

# **BILLS OF QUANTITIES (Rate Based Contract- Priced BOQ to be given to successful tenderer's)**

Note that an unpriced BOQ that instructs them not to price will be inserted right after.

## **ACCESS ROAD V-DRAIN, NEW SUBSTATION, BETHAL.**

### **Annexure K**

#### **C3: Scope of work**

##### **1 Description of the works**

###### **1.1 Overview or the works**

The scope of the works has been developed through a series of consultative and considered exercises to arrive at a design that will advance the development of the **500m long Access Road.**

###### **1.2 Extent of the works**

The work comprises of the **following:**

- **Excavations, etc. - V - type channel**
- **Compaction of in-situ material**
- **Geotextile membrane (KAYTAPE FM120 2.50M)**
- **30Mpa/19mm concrete v drain**
- **Reinforcement, Ref 395 steel mesh**
- **Formwork to sides of v-drain**

###### **1.3 Location of the works**

The site is located at Emizinoni, Bethal, Mpumalanga.

#### **2 Participation of target groups in the performance of the contract**

<b>Clause</b>	<b>Data</b>
2.1	The employer's representative is the Project Manager identified in the Contract Data
2.2	<p><b>Target Areas</b></p> <p>The target are villages and townships within 10km-30km radius from site.</p>

#### **3 Human Resources - hiring of labour**

The Sub-Contractor shall:

- Conditions of employment:

When employing people to do work in the Working Areas, use conditions of employment which are not less favorable than those applicable to similar work being carried out on or in the vicinity.

- The sub-contractor should ensure that the workers and all his staff are identifiable by wearing PPE at all times.

## 4 Works specifications

### 4.1 Scope of Works

This scope of the works entails **construction of v-drain** as measured in the bills of quantities and as follows:

- **Excavations, etc. - V - type channel**
- **Compaction of in-situ material**
- **Geotextile membrane (KAYTAPE FM120 2.50M)**
- **30Mpa/19mm concrete v drain**
- **Reinforcement, Ref 395 steel mesh**
- **Formwork to sides of v-drain**

### 5.1 Quality Control and Plan

- All tests (e.g. concrete tests, density tests, etc.) shall be carried out by Enpower Energy and Machite Engineering JV.

The sub-contractor shall prepare a Site Quality Control programme encompassing all aspects of the works, inter alia:

- OH&S Compliance and management.

Subcontractors may not be present at progress meetings **unless** specifically requested by the *Project Manager*

### 5.2 Maintaining Accounts and records

The Sub-Contractor shall assist the Project Manager with each assessment of the amount due by providing information as required by the Project Manager or Quantity Surveyor who has delegated powers within the time periods requested by them.

### 5.3 Samples and mock-ups

As and when required by the *Engineers*, the Sub-Contractor shall provide samples of materials specified for approval inter alia e.g:

- Concrete samples

The samples will be provided at the sub-contractor's costs.

### 5.4 Construction

#### 5.4.1 Temporary works and Site services

##### 5.4.1.1 Barricades

Provide anything necessary for the security, protection, and safety of the public, Sub-Contractor's employees and others.

### 5.5

#### a. Completion of the works

The Supervisor (on behalf of the client) and the supervisor (on behalf of the subcontractor) shall inspect the works from time to time and pursuant thereto give the Sub-Contractor interpretations and guidance on the standard and state of completion of the works which will be required for the sub- contractor to achieve completion.

When in the opinion of the Sub-Contractor, the Works have been satisfactorily completed in accordance with the

Works Information, the Sub-Contractor shall notify the Project Manager who shall inspect the Works in terms of the agreement within 7 days of such notice. The Sub-Contractor shall correct Defects in terms of the conditions laid out in clause 43 of the NEC3 Engineering and Construction Contract.

b. Signing of defect certificates

**All consultants**, with delegated powers are to sign all defects certificates as being completed and defects rectified.

All the notified defects raised at the final inspection that would prevent the use of the works for their intended purpose must have been corrected.

## 6 Health and Safety

6.1 The Contractor shall manage health and safety in accordance with the Employer's Occupational Health and Safety Specification for Construction Works Contracts.

## 7 Tax invoices

7.1 VAT invoices that are submitted to the Enpower Energy and Machite Engineering JV shall include the following details:

- **Enpower Energy and Machite Engineering JV(PTY) LTD VAT No: 4230295455**
- Sub-Contractor details
- Company registration No if applicable:
- Sub-Contractor's VAT No:
- Tax Invoice Number:
- Contractor's Banking details for payment

Original invoices, signed by a member of the Sub-Contractor's staff who is duly authorised to do so, shall be submitted to the **Project Manager** (who has delegated powers) for payment purposes.

Annexure L

# **NEC3 Engineering & Construction Contract**

## **SAFETY REQUIREMENTS**

## INDEX

### Minimum requirements for Sub-contractor

Ref	OHS Tender Returnable	(Submitted) Y = Yes N=No N/A = Not applicable
1	Company Registration documents (CK/Cipro)	
2	Letter of good standing (COID)	
3	SHE policy	
4	37.2 agreement	
5	Emergency contact details	
6	CR7(1)(c)(v)	
7	List of employees	
8	Copy of identity document	
9	Medical certificates	
10	Appointments letter <ul style="list-style-type: none"> <li>• Supervisor (CR8.7)</li> <li>• SHE rep (S17) (1)</li> <li>• Risk assessor (CR9.1)</li> </ul>	
11	SHE plan	
12	Risk Assessment and daily risk assessment	
13	Emergency Preparedness Plan	
14	Tools Inventory	
15	PPE register	
16	Checklist	
17	Tool box talk topics	

**Acknowledgement of Safety File Requirements**

I .....from ..... (company name) hereby acknowledge that once I have been awarded the contract, I shall compile a safety file that has all the documents listed above and confirm that I fully understand them.

Signed this on ..... (day) of .....(month) 20 .....(year)  
at..... (Place)

..... (Full name), ..... (Signature)

**Witnesses**

1. ....(Names) .....(Signature)

2. ....(Names) .....(Signature)

## ANNEXTURE M

### SECTION 37(2) AGREEMENT CONCLUDED BETWEEN

**ENPOWER ENERGY AND MACHITE ENGINEERING JV**

**AND**

.....

**(SUB-CONTRACTOR)**

I,.....representing ....., do hereby acknowledge that ..... is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ..... shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for the DMRE Sub-station project and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between ..... and Enpower Energy and Machite Engineering JV, which will ensure compliance by ..... with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

**Subcontractor's section**

Signed this on..... (day) of.....(month) 20 .....(year)  
at..... (Place)

(Fullname).....(Signature).....on  
behalf of .....

Witnesses

3. ....(Names).....(Signature)

4. ....(Names) .....(Signature)

**Enpower Energy and Machite Engineering JV section**

Signed this on..... (day) of .....(month)20..... (year)  
at ..... (Place)

(Full name)..... (Signature).....

Witnesses

1. ....(Names) .....(Signature)

2. ....(Names) .....(Signature)

