POLOKWANE MUNICIPALITY

BID NUMBER: PM34-26/27

TENDER DESCRIPTION:	**APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL**

NAME OF BIDDER: …….

CSD NUMBER: ……..…..

CONTACT NUMBER ……

EMAIL ADDRESS: ……...

TOTAL BID AMOUNT: _____

Document Prepared by:

Polokwane Municipality
Corner Landdros Mare and Bodenstein Street
Polokwane
0699

CLOSING DATE: **02 DECEMBER 2026 @ 10H00**

Documents must be deposited in the bid box not later than 10H00 on **02 DECEMBER 2026** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

• Technical enquiries: Mr. Dennis Mokoala: 015 290 2176 DennisM@polokwane.gov.za

• Supply chain enquiries: Mr Tiro Pilusa: 015 290 2148 SCM Enquiries@polokwane.gov.za

• **Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. Polokwane Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the preferential procurement policy framework Act and The Preferential Procurement Regulation, 2022 and related legislation, in terms of which provision is made for this policy

1. If any pages have been removed from the bid document and have therefore not been submitted.

2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.

3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.

4. The bid has been submitted after the relevant closing date and time.

5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –

(a) who is in the service of the state;

(b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.

7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.

8. Bid offers will be rejected if the bidder has abused the Polokwane Municipality supply chain management system.

9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

“Polokwane Municipality is committed to maintaining the highest standards of honesty, integrity and ethical conduct and has adopted a zero tolerance to fraud and corruption. Thus, Polokwane municipality urges all stakeholders and potential service providers to exercise extreme caution and be vigilant of imposters in the name of the Polokwane Municipality.

Service Providers are reminded of the importance of verifying the authenticity of any requests for personal information and avoid engaging with unsolicited communications, particularly those involving financial matters or the promise of tenders and jobs. Any suspicious activity, including fraudulent calls or messages, should be reported immediately to the relevant authorities and the police for investigation. Polokwane Municipality does not request potential service providers to pay any gratification to individual in any way whatsoever in exchange for the appointment to render services for the Municipality.”

Signed by Bidder

PART A
INVITATION TO BID **MBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF POLOKWANE					
BID NUMBER:	**PM34-26/27**	CLOSING DATE:	**02 December 2026**	CLOSING TIME:	**10:00**
DESCRIPTION	**APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bodenstein and Landros Mare Street not later than 10:00 on 02 December 2026

An official and compulsory briefing session will be held on Tuesday 10 November 2026 @10h00, New Peter Mokaba Stadium Complex, Executive Lounge 1st Floor
The Bid box is generally open 24 hours, 7 days a week.
Completed Bid document, fully priced and signed must be sealed in an envelope marked **"** Bid number and Bid description"
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]		
CIDB GRADING	**4EB OR HIGHER**			**TOTAL BID PRICE**	**R**		
SIGNATURE OF BIDDER	……			**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED							

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Mr. Dennis Mokoala
CONTACT PERSON	Mr. Tiro Pilusa	TELEPHONE NUMBER	015 290 2176
TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	DennisM@polokwane.gov.za
E-MAIL ADDRESS	ScmEnquiries@polokwane.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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 ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐
YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. 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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

POLOKWANE MUNICIPALITY
CONTENTS OF TENDER DOCUMENTATION

Volume 1: Tender requirements, Contract and Pricing Data	
Number	**Heading**
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard and Particular Conditions of Tender
Part T2: Returnable Documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Demand Guarantee and Retention Money Guarantee
C1.4	Occupational Health and Safety Agreement
C1.5	Agreement with adjudicators
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Bill of Quantities
Part C3: Scope of Work	
C3.1	Description of The Works
C3.2	Standard Specification
C3.3	Project Specification
Part C4: Site information	
C4.1	Locality Plan
C4.2	Bid Drawings

T1.1 Tender Notice and Invitation to Tender
BID NO: PM34-26/27

BID DESCRIPTIONS: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

DIRECTORATE: ENERGY SERVICES

BUSINESS UNIT: PLANNING, DEVELOPMENT AND FIELD SERVICES

Bids are hereby invited for the **APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE 2026/27 EEDSM 2.0 GRANT-FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ESPC BUSINESS CASE FOR TEN MUNICIPAL FACILITIES USING A SHARED SAVINGS MODEL**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with preference points of 80/20-point system, 80 points for the price and 20 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (Ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

MS. THUSO NEMUGUMONI
CITY MANAGER
CIVIC CENTRE
LANDDROS MARE STREET

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid CSD number must be submitted with the bid on or before the closing time and date of the bid.
- Copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered with the Construction Industry Development Board in the contractor category and grading stated in the Tender Data.
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Experience with similar work – demonstrate a track record of a similar work

2. EVALUATION OF BIDS

a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), and other applicable legislations.

b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

The City Manager may reject the bid or quote of any person if that person or any of its directors has:

a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or

b) 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 that person.

c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;

d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;

e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;

f) Been convicted of fraud or corruption during the past five years;

g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

h) 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 National Treasury's database as a person prohibited from doing business with public sector.

POLOKWANE MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
2. EMPLOYER **Cl. F1.1**	The "Employer" is "Polokwane Municipality" The Employer's domicilium citandi et executandi (permanent physical business address) is: Polokwane Municipality, Civic Centre, Landros Mare Street, Polokwane The Employer's address for communication relating to this project is: PO Box 111, Polokwane, 0700
3. TENDER DOCUMENTS **Cl. F.1.2**	"The following documents form part of this tender: **VOLUME 1** **Part T1 Tendering procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard and Particular conditions to tender **Part T2 Returnable Documents** T2.1 List of Returnable Documents T2.2 Returnable Schedules that will be incorporated into the Contract **Part C1 Agreements and Contract Data** C1.1 Form of offer and acceptance

Clause number	Tender Data
	C1.2 Contract data C1.3 Form for Adjudicators Appointment C1.4 Agreement in terms of Occupational Health and Safety **Part C2 Pricing Data** C2.1 Pricing Instructions C2.2 Bill of Quantities **Part C3 Scope of Work** C3.1 Description of the Works C3.2 List of Drawings C3.3 Procurement C3.4 Construction C3.5 Variations and Additions to **SABS 1200** Standardized Specifications C3.6 Particular Specifications C3.7 Health and Safety Specifications C3.8 Environmental Management during Construction C3.9 Management of the Works **Part C4 Site information** **VOLUME 2** N/A
4. EMPLOYER'S AGENT **Cl. F.1.4**	The Employer's agents are: **a)** Principal Agent Masala Ramabulana Holdings(PTY) Ltd and MN Projects Consultants (Consortium) Physical Address: 10 Crane Avenue Fauna Park Polokwane 0700 Tel.: (012) 997 0383 Fax: (086)604 4418 E-mail: ceo@mrhconsult.co.za
5. TENDERER'S OBLIGATIONS	
5.1. Eligibility **Cl. F.2.1**	A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
5.2. Site Visit and Clarification Meeting **Cl. F.2.7**	The arrangements for a compulsory pre-tender meeting are: **Location: New Peter Mokaba Stadium Complex, Executive Lounge 1st Floor** **Date: 10 November 2026 @10H00**

Clause number	Tender Data
5.3. <u>Insurance</u> Cl. F.2.9	No insurance cover will be provided by the Employer.
5.4. <u>Alternative Tender Offers</u> Cl. F. 2.12	Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the ESCO(Energy Savings Company). Such alternative designs and offers shall be subject to the following conditions and requirements: 5.4.1. <u>Tenders</u> An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in **the same envelope as the main tender offer**, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design. Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice. 5.4.2. <u>Preliminary calculations</u> Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions. 5.4.3. <u>Preliminary drawings</u> Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.

Clause number	Tender Data
	5.4.4. Quantities Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references). 5.4.5. Further details Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration. 5.4.6. Preliminary adjudication of alternative designs The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly. 5.4.7. Acceptance of alternative design The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be

Clause number	Tender Data
	rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer. 5.4.8. <u>Final drawings and calculations and the priced schedule of quantities</u> Where a tender with an alternative design has been accepted, the ESCO shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained. Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The ESCO shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the ESCO. No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the ESCO fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design. 5.4.9. <u>Responsibility for alternative design</u> The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged. Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the ESCO only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.

Clause number	Tender Data
	5.4.10. Indemnity Once the alternative design has been approved, the ESCO shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.
5.1. Submitting a Tender Offer Cl. F2.13	5.5.1. Whole of the Works (Cl. F.2.13.1) Tenderers shall offer to provide for the whole of the Works identified. 5.5.2. Original tender documents (Cl. F2.13.3) The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required. 5.5.3. Marking of Tender Submissions (Cl. F2.13.5) The complete tender documents shall be enclosed and sealed in a single envelope, marked: **"BID NO. PM34-26/27: EEDSM 2.0 Ladanna pilot retrofit and ESPC business-case development".** The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at: Polokwane Municipality Civic Centre Landdros Mare Street Polokwane 5.5.4. Two envelope system (Cl. F.2.13.6) A two-envelope procedure will not be followed. 5.5.5. Closing time (Cl. F.2.15) The closing time for submission of tender offers is: **10H00** Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted. 5.5.6. Tender offer validity (Cl. F.2.16) The tender offer validity period is 45 days after tender closing date. 5.5.7. Clarification of tender offer after submission (Cl. F.2.17)

Clause number	Tender Data
	Delete the last part of the second sentence, commencing with the word "and". Furthermore, delete the last two sentences of Cl. F2.17. Add the following sentence: "The rates stated by the Bidder shall be binding". 5.5.8. Provide other Material (Cl. F.2.18.1) Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive. 5.5.9. Certificates (Cl. F.2.23) The following certificates are to be provided with this tender: a) Tax Clearance Certificate b) Compensation Fund registration certificate c) Valid CIDB contractor registration certificate for the grading required in the Tender Data. A minimum grading of 4EB is required. **Important Note:** Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data
6. EMPLOYER'S UNDERTAKING	
6.1. Opening of Tender Submissions **Cl. F3.4**	The time and location for opening of the tender offers are: **10:00 on 02 December 2026** **Location: Tender Box, Polokwane Municipality,** **Civic Centre, Landros Mare Street, Polokwane**
6.2. Arithmetical Errors **Cl. F.3.9.1**	Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with: b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension

Clause number	Tender Data
	as entered in the tender offer will be corrected by the Employer in determining the Contract Price. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
7. <u>ACCEPTANCE OF TENDER OFFER</u> **Cl. F3.13**	Tender offers will only be accepted if: a) The bidder has in his or her possession an original valid Tax Compliance Status issued by the South Africa Revenue Services; b) The bidder is registered with the Construction Industry Development Board in the appropriate contractor grading designation. A minimum grading of **4EB** is required for the ESCO; a) The bidder shall demonstrate relevant completed energy-efficiency, renewable-energy or energy-performance projects in accordance with the functionality criteria. d) The bidder or any of its principals 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; and e) The bidder has not abused the Employer's Supply Chain Management System. f) The bidder has not failed to perform on any previous contract. g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Clause number	Tender Data
8. PROVIDE COPIES OF THE CONTRACT DOCUMENT **Cl. F.3.18**	The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is one

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	

Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	2	
Total points claimed		**20**	

Table 2: Business entity ownership disclosure

Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the ESCO may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

ANNEXURE A
SUPPLY CHAIN MANAGEMENT

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Attendance of Compulsory briefing session
- SANEDI Esco registration certificate or an official confirmation letter issued by SANEDI indicating **Tier 1 or Tier 2 status**.
- Proof of CIDB grading 4EB or higher
- Letter of good standing(COIDA)
- Authority to sign filled in full
- All Pages to be initialled
- Certified ID Copies of All Directors/Members/Shareholders of the Company/Business (If JV, For Both)
- Attach Valid tax compliance status certificate (if JV, For Both)
- Joint venture agreement (Where applicable)
- Pricing Schedule in black ink
- Signed for alterations and in the Pricing Schedule
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (**For company and all the directors)** not older than three months
- Completed and signed Invitation to bid **(MBD1)**
- Completed and signed declaration of interest **(MBD4)**
- Completed and signed declaration for procurement above R10 million (Including tax) **(MBD5)**
- Completed and signed preference points claim form **(MBD6.1)**
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Completed and signed certificate of independent bid determination **(MBD9)**
- SANAS accreditation or signed commitment to appoint an accredited M&V agent
- Audited or reviewed Annual financial statements for the last 3 years

2. Functionality – Phase Two (100 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

EVALUATION ON QUALITY/FUNCTIONALITY AND SPECIFIC GOALS = 100

Bidder evaluation criteria for functionality	Weight	Description	Points allocations
Experience of the company The bidder must submit evidence of completed energy efficiency, energy performance, renewable energy or ESPC projects in the last five years, with client names, values, terms and savings achieved. Appointment letters and completion certificates must be attached.	15	• Five or more comparable EE/EP/RE/EnPC/ESPC projects completed in the last five years (5+ projects) • Three to Four comparable EE/RE/EnPC/ESPC projects completed in the last five years (3-4 projects) • One to Two comparable EE/RE/EnPC/ESPC projects completed in the last five years (1-2 projects)	15 10 5
Technical Capability and Experience of key personnel The bidder must submit CVs of key personnel • NB: Originally certified copies of qualifications along with detailed CV of personnel. Certificates not certified will score ZERO point. • NB: Pr. ECSA registration to be certified with Commissioner of oath	30	• Project Lead Project leader must have an Honours Degree in Electrical engineering (NQF Level 8 and above) & Certified Energy Manager (CEM) certificate and plus minimum 5 years' experience after Pr.Eng registration • Financial Manager key personnel must have degree in Accounting/Financial/Auditing or related qualification and five years' experience • M&V Specialist key personnel must have Bachelor's degree/Bachelor of Technology in Electrical Engineering & Certified Measurement and Verification	5 5 5

valid for not more than six (6) months		Professional (CMVP) certificate plus minimum 5 years' experience after Pr Tech or Pr.Eng registration	
		• Electrical Engineer key personnel must have Bachelor's Degree/Bachelor of Technology in Electrical engineering and plus minimum 5 years' experience after Pr Tech or Pr.Eng registration	5
		• Renewable Energy Specialist key personnel must have Bachelor's Degree/Bachelor of Technology in Electrical engineering, Certified Solar PV Professional (SPVP) or Certified Renewable Energy Professional (REP) certificate or SAPVIA/AREP Green Card plus minimum 5 years' experience after Pr Tech or Pr.Eng registration	5
		• Electrician Key personnel must have a valid NQF level 4 in electrical engineering as a minimum Qualification. Electrical Trade Test Certificate Wireman licence	5
Financial Capacity and/Financial Contract • The bidder must demonstrate financial capacity to deliver the grant-funded pilot and prepare credible future Shared Savings ESPC business cases. Submit three years of audited financial statements and a commercial-bank credit letter or agreement for at least R4 million. Future private financing is assessed for business-case credibility and does not constitute an	5	Three years audited or reviewed statements and credible financier or balance-sheet support • Bidder demonstrating positive net assets and sustainable operations and submitted a letter of financial credit (or contract) from a commercial bank, showing access to a minimum credit of R4 million • Bidder demonstrating negative net assets and sustainable operations and submitted a letter of financial credit (or contract) from a commercial bank, showing access to a below credit of R4 million	5 0

award of future implementation.			
Technology supply contracts • The bidder/JV companies must provide valid supply technologies contracts indicating delivery timelines, national/international certification, laboratory test performance results showing sustained energy savings from current installed luminaires	5	• Supply agreements, timelines, certifications and performance results.	5
M&V methodology The bidder will be scored on its proposed Measurement and Verification (M&V) methodology M & V Methodology shall cover the following: • Detailed IPMVP plan • Credentials for the proposed SANAS accredited independent M&V agent • Baseline procedures • measurement equipment to be used • Meters, calculations and reports	15	Detailed M&V methodology to be used in the project • Bidder provides a very good M&V methodology • Bidder provides a good M&V methodology • Bidder provides a satisfactory M&V methodology • Bidder provides a poor M&V methodology	15 10 5 0
Proposed Savings-Sharing Ratio Submit an indicative savings-sharing ratio and supporting financial model for a future Shared Savings ESPC. The	15	Future Approved Business case shared savings proposal and transparent later-year financing appraisal covering NPV, IRR, payback, affordability, co-funding, financing support, performance	

proposed ESCO share shall be between 50% and 80%, with the remainder accruing to the Municipality. This proposal is for business-case assessment only; payment for the grant-funded pilot is under GCC 2015 and the priced BOQ.		guarantees, risk allocation and preferred/fall back options • ESCO share 50% to 60%, inclusive • ESCO share above 60% and up to 70% • ESCO share above 70% and up to 80%	 15 10 5
Local content plan • The bidder must submit a detailed plan identifying which components will be sourced locally and which will be imported. For locally sourced components, the bidder must provide DTIC certificates of origin or equivalent evidence. For imported components, the bidder must explain why local alternatives are not available and commit to sourcing locally as soon as feasible. Scoring will be based on the percentage of local content proposed and the quality of the plan	10	Component plan, DTIC evidence and explanations for unavailable local alternatives • Good Local content plan • Poor Local content plan	 10 5
Socio-economic development • The bidder shall provide an approach for local empowerment and subcontracting of at least 30% of the installation work to Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) with at least 51% black ownership or black women ownership. The bidder must submit a detailed plan identifying the types of work to be subcontracted, the criteria for selecting subcontractors, and the monitoring mechanisms to ensure compliance. Scoring will be based on the quality and credibility of the plan	5	SMME subcontracting and employment-target plan. • Good Socio-economic development plan • Poor Socio-economic development plan	 5 0
	100		TOTAL

NB: Bidders must score a minimum of 70 points for functionality to proceed to the next phase of the evaluation criterion. Only qualifying bidders will be evaluated further on Price and Specific Goals.

3. Price and Specific goals– Phase Three

The evaluation will be done by using **80/20**-point system as indicated below:

Preference point system	**Points**
Price	80
Specific Goals	20
Total Maximum Score	**100**

***Notes: Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.*)**

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	5	
Ownership of 51% or more by persons who are woman	5	
Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

In case ownership of specific goals is below 51% points will be *claimed in terms with the percentage of ownership within their business entity. For example:*

An Entity that has 35% shareholding of able black man who is above age of 35 and residing outside the jurisdiction of Polokwane Municipality. Points will be claimed as follows:

Calculation **=** ***Black Ownership*** ***X*** **Total number of allocated points**

100

= 35 X 5

100

= 1.75

Points to be score for ownership of black person will be 1.75

OR

***Calculation* = *Black Ownership* *X* Total number of allocated points**

100

= 35 X 5

100

= 1.75

Points for black ownership in this example will be 1.75.

2.4 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

(a) With the South African Revenue Services for all categories of taxes applicable to it.
(b) With the Compensation Commissioner
(c) With the Construction Industry Development Board.
(d) A minimum grading of **4EB** is required.

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South Africa Revenue Services;

b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
A minimum grading of **4EB** is required;

c) the bidder or any of its principals 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; and

d) The bidder has not abused the Employer's Supply Chain Management System.

e) The bidder has not failed to perform on any previous contract.

f) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each Tenderer submitting a Tender offer shall comply with these conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a Tender offer are listed in the Tender data.

F.1.3 Interpretation

F.1.3.1 The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these conditions of Tender.

F.1.3.2 These conditions of Tender, the Tender data and Tender schedules which are only required for Tender evaluation purposes, shall not form part of any contract arising from the invitation to Tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **Comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Tender process; and

c) **Fraudulent pra**ctice means the misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the Tender data.

F.1.5 The employer's right to accept or reject any Tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a

Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a Tender process or the rejection of all responsive Tender offers re-issue a Tender covering substantially the same scope of work within a period of six months unless only one Tender was received and such Tender was returned unopened to the Tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a Tender offer only if the Tenderer satisfies the criteria stated in the Tender data and the Tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Tendering

Accept that the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender data.

F.2.8 Seek clarification

Request clarification of the Tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the Tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender offer

F.2.10.1 Include in the rates, prices, and the Tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the Tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the Tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Tender offers

F.2.12.1 Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a Tender offer

F.2.13.1 Submit a Tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the Tender offer communicated on paper as an original plus the number of copies stated in the Tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the Tender offer where required in terms of the Tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Tender offer.

F.2.13.5 Seal the original and each copy of the Tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Tender data, place and seal the returnable documents listed in the Tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original Tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the Tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that Tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Tender offer at the address specified in the Tender data not later than the closing time stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the Tender data for any reason, the requirements of these conditions of Tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the Tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender data after the closing time stated in the Tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender data for an agreed additional period.

F.2.17 Clarification of Tender offer after submission

Provide clarification of a Tender offer in response to a request to do so from the employer during the evaluation of Tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other Tender documents

If so instructed by the employer, return all retained Tender documents within 28 days after the expiry of the validity period stated in the Tender data.

F.2.23 Certificates

Include in the Tender submission or provide the employer with any certificates as stated in the Tender data.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.3.3 Return late Tender offers

Return Tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a Tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of Tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of Tender submissions, at a venue indicated in the Tender data, the name of each Tenderer whose Tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender data that a two-envelope system is to be followed, open only the technical proposal of valid Tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the Tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of Tender offers and instantly disqualify a Tenderer (and his Tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the Tender documents.

F.3.8.2 A responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or,
c) Affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified. Reject a non-responsive Tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

F.3.9.2 Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a Tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender offer.

F.3.11 Evaluation of Tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender offer to a comparative offer and evaluate it using the Tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank Tender offers from the most favourable to the least favourable comparative offer.
	2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Tender evaluation points for financial offer.
	2) Confirm that Tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for preferencing.
	3) Calculate total Tender evaluation points.
	4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score Tender evaluation points for financial offer.
	3) Calculate total Tender evaluation points.
	4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score Tender evaluation points for financial offer.
	3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score Tender evaluation points for preferencing.
	4) Calculate total Tender evaluation points.
	5) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	6) Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Tender offers using the following formula:

NFO = W1 x A where:
NFO = the number of Tender evaluation points awarded for the financial offer.
W1 = the maximum possible number of Tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1+ \frac{(P - Pm)}{Pm})$	A = P / Pm
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - Pm)}{Pm})$	A = Pm / P

where:

Pm = the comparative offer of the most favourable Tender offer.
P = the comparative offer of Tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of Tender offer

F.3.13.1 Accept Tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the employer’s notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Tender documents to take account of:

a) addenda issued during the Tender period,
b) inclusion of some of the returnable documents,
c) other revisions agreed between the employer and the successful Tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

A: SCHEDULE OF LABOUR CONTENT

Socio-economic development

The bidder shall provide an approach for local empowerment and subcontracting of at least 30% of the installation work to Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) with at least 51% black ownership or black women ownership. The bidder must submit a detailed plan identifying the types of work to be subcontracted, the criteria for selecting subcontractors, and the monitoring mechanisms to ensure compliance. Scoring will be based on the quality and credibility of the plan

SIGNED ON BEHALF OF THE TENDERER: ……..

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed**
2. **Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty will be applied for non-compliance during the contract or for fraudulent disclosure**

SIGNED ON BEHALF OF THE TENDERER ……

B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER ……

1. TRAINING

Name of Training Institution:……

Name of Programme:……

Trainer's Name	Qualification	Subject

Notes to tenderer:
Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER ……

2. ENGINEERING STUDENT TRAINING

Name of Training Institution:……

Name of Programme:……

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. **Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**
2. **Provision should also include on-job student / (in-service) training for a period of not less than 06 months at a monthly stipend of R 6 500.00**

SIGNED ON BEHALF OF THE TENDERER ……

POLOKWANE MUNICIPALITY

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for Tender evaluation purposes

A. Certificate of Authority of Signatory
B. Certificate of Registration with the Construction Industry Development Board
C. Certificate of authority for joint ventures (where applicable)
D. Compulsory Enterprise Questionnaire
E. Record of Addenda to Tender Documents
F. Proposed Amendments and Qualifications
G. Form of Intent to Provide a Demand Guarantee
H. Schedule of Sub-Contractor's
I. Schedule of Available Infrastructure, Resources and Experience
J. Financial Information of the Tenderer
K. Certificate for Municipal Services and Payments: Annexure B
L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
M. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
N. Declaration of interest : MBD 4
O. National industrial participation programme :SBD 5
P. Declaration for procurement above R10 Million :MBD 5
Q. Certificate of the Independent Tender Determination: MBD 9
R. Compliance with OHSA (Act 85 of 1993)
S. Proof of funding from an Authorized Financial Service Provider OR a Credit facility not older than 30 days and related to the project Day Works.
T. SANEDI Esco registration certificate or an official confirmation letter issued by SANEDI indicating **Tier 1** or **Tier 2** status.
U. SANAS accreditation or signed commitment to appoint an accredited M&V agent

2. Other documents required only for Tender evaluation purposes

- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- Copy of company registration certificate (C.K. Certificate) with shareholding
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the Tender amount inclusive of VAT exceeds R 10 million:

3. Other documents that will be incorporated into the contract

3.1 The offer portion of the C1.1 Offer and Acceptance
3.2 C1.2 Contract Data (Part 2)
3.3 C2.2 Bills of Quantities

CERTIFICATE OF AUTHORITY OF SIGNATORY

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

1	Company	
2	Partnership	
3	Joint Venture	
4	Sole Proprietor	
5	Close Corporation	

1. Certificate for company

I, ……..., chairperson of the board of directors of ……

……, hereby confirm that by resolution of the board

(copy attached) taken on …… 20……, Mr/Ms ……,

acting in the capacity of ……..., was authorised to sign all documents in connection with this Tender and any contract resulting from it on behalf of the company.

As witnesses:

1. .....

.....

.

Chairman

.....

.....

.

Print Name Print Name

2. .....

.....

.

Date

.....

Print Name

2. Certificate of partnership

We, the undersigned, being the key partners in the business trading as ……....., hereby authorise Mr/Ms ……, acting in the capacity of ……..., to sign all documents in connection with the Tender for Contract ……..., and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and **signed by each and all of the key partners** upon whom rests the direction of the affairs of the Partnership as a whole.

3. Certificate for Joint Venture

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Ms ……..., authorised signatory of the firm ...., acting in the capacity of lead partner, to sign all documents in connection with the Tender offer for Contract …… and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising	
		Signature	Name
Lead Partner			

4. Certificate for sole proprietor

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

as ……..
As witnesses:-

1. …… ……
Signature: Sole Owner

…… ……
Print Name **Print Name**

2. …… ……

..... **.....**
Print Name **Date**

5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as …… hereby authorise Mr/Ms ……., acting in the capacity of ……, to sign all documents in connection with the Tender for Contract …… and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This Certificate is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Tenderers shall fill in the following sections of this form, depending on their status:

2.1 Section A

Tenderers who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Tenderers who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Tenderers who have submitted the first application.

2.4 Section D

Tenderers submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete <u>one</u> of Sections A, B, C or D.

SECTION A
I, …….. Acting in capacity of ……
was authorised to sign all documents in connection with this Tender an any contract resulting from it on
behalf of the following entity: ……
hereby declare that the above mentioned entity has achieved registration with the Construction In-
dustry Development Board on date …… and declare that the grading
designation is reflected in the following **symbols** on the registration certificate.
Contract Value
Type of Work
…….. ……..
Signature of Tenderer Signature of Witness
…….. ……..
Print Name Print Name

SECTION B

I, …… acting in capacity of ……
was authorised to sign all documents in connection with this tender an any contract resulting from it on

behalf of the following entity: ……
hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date ……., furthermore declare that the existing grading designation is:

Contract Value		

Type of Work		

and the following update has been applied for:

Amendment of category status	
Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "❄"

…….. ……..
Signature of Tenderer Signature of Witness

…….. ……..
Print Name Print Name

SECTION C

I, ……. acting in capacity of ……
was authorised to sign all documents in connection with this tender an any contract resulting from it on

behalf of the following entity: …….
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR REGISTRATION with the Contraction Industry Development board on date ……..

I furthermore accept that failure to achieve registration with the Construction Industry Development Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender, implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance with the requirements of the Tender Data.

……..	……..
Signature of Tenderer	Signature of Witness
……..	……..
Print Name	Print Name

SECTION D

I, …….. acting in capacity of the LEAD PARTNER in the Joint Venture

……..

was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2nd Partner:		
Contract Value		
Type of Work		

Name of 3rd Partner:		
Contract Value		
Type of Work		

…….. ……..

Signature of Tenderer Signature of Witness

…….. ……..

Print Name Print Name

A. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer:

…….

Contract Number:

…….

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

a) the contributions of capital and equipment;
b) portions of the Contract to be performed by the partner's own resources; and
c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

…….....

Postal Address

……...

Physical Address ……

……..…..

Telephone

……...

Fax

…….……

……...

Name of authorized representative
……

2. Identity of Partner No. 1

Name
……
.....

Postal Address
……...

Physical Address ……

……

Telephone
……...

Fax ……

Contact Person……

3. Identity of Partner No. 2

Name
…….....

Postal Address
……...

Physical Address ……

……

Telephone
……...

Fax
……..

Contact Person
……

4. Identity of Partner No. 3

Name ……...

Postal Address
……...

Physical Address ……

……

Telephone
……...

Fax
……...

Contact Person
……

5. Description of the role of the partners in the joint venture

Partner No. 1:
……...

……...

Partner No. 2:
……...

……

Partner No. 3:
……...

……

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1 …….. %

Partner No. 2 …….. %
Partner No. 3 …….. %

(ii) Partner percentage in respect of:
a) Profit and loss sharing: Partner No. 1 …….. %

Partner No. 2 …….. %

Partner No. 3 ……..
%

b) Initial capital contribution Partner No. 1 R…….

Partner No. 2 R…….

Partner No. 3 R…….

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No. 1:
……..……...

……...

Partner No. 2:
……..……...

……

Partner No. 3:
……..……...

……

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i)
……..

(ii)
.....……...

(iii)
…..……...

(iv)
……..……...

(v)
……..……...

b) Partner No. 2

(i)
……..

(ii)
.....……...

(iii)
…..……...

(iv)
……..……...

(v)
……..……...

c) Partner No. 3

(i)
……..

(ii)
.....……...

(iii)
…..……...

(iv)
……..……...

(v)
……..……...

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing
……

……

……

b) Authority to enter into contracts on behalf of the Joint Venture

……

……

……

c) Signing, co-signing or collateralizing of loans

……

……

……

d) Acquisition of lines of credit

……

……

……

e) Acquisition of demand bonds

……

……

……

f) Negotiating and signing of labour agreements

……

……

……

9. Management of the performance of the Contract
(Fill in the name and firm of the responsible person)

a) Supervision of field operations……..…

……

b) Major purchasing……..

……

c) Estimating
……

……

d) Technical management……..……

……

10. Management and control of the joint venture

a) Identify the managing partner

……

……

……

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, sub-contractors or other parties participating in the performance of the contemplated works:

Partner No. 1:
…….

...……

Partner No. 2:
…….
..……
Partner No. 3:
…….

..……

c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

……

c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

……

d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

……

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

……

……

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

……

……

……

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of:
……

…… (**the Joint Venture**)

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

Name: .....
Address: .....
.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of: ……

……..

(**Partner No. 1**)

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

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of: ……

……..……

(**Partner No. 2**)

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

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of: …….

……..

(**Partner No. 3**)

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

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:. . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

□ a member of any municipal council □ a member of any provincial legislature □ a member of the National Assembly or the National Council of Province □ a member of the board of directors of any municipal entity □ an official of any municipality or municipal entity	□ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of an accounting authority of any national or provincial public entity □ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have 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; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

C. 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:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name)
……..

(of address)
……

……

(*) Commercial Bank (Name)
……....

(Branch)
……...

(of address)
……

……

to be approved by you, the Employer, for the amount stipulated.

(*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

(i) withhold all payments which may be due to the ESCO pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.

(ii) instruct the ESCO to cease all work pending provision of the Demand Guarantee, and

(iii) cancel the Contract.

Signed	……	Date	……
Print Name	……	Position	……
Tenderer	……		

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract.
If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No	Name and address of proposed Sub-Contractors	Nature and extent of work	Previous experience with Sub-Contractors.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

E. SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE

1. Tenderer's List of Third Party Design Engineers

In the event that the Tenderer desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Tenderer for the Works.

Notes: (i) All costs of third party designs shall be borne solely by the Tenderer.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. Tenderer's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	**Number of staff**
Sub-Total	
Temporary Staff	**Number of staff**
Sub-Total	

3. List the Firms who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

4. Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount

Loan Source	Address	Date of Loan	Loan Amount

5. List a maximum of five contract which your enterprise is engaged in and has not yet completed

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

6. List the four largest assignments completed by your enterprise in the last three years

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

7. Address of workshop facilities from where maintenance of works will be undertaken

……
……

8. Address of Branch Offices in the RSA

……

.....

9. Address of Nearest Representative to Polokwane

……

……

10. Has work previously been performed for the Employer? YES/NO* - Specify

……

11. Tenderer's Financial Ability to execute and complete the Works

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer

NOTES APPLICABLE:

(i) Value added tax to be included in all amounts

(ii) Assume payment in accordance with GCC 2015 clause 6.10 and the Contract Data;

include the expected certification and payment dates in the cash-flow forecast.

(iii) In calculation of the last column,

j = d	m = l + g
k = j + e	n = m + h
l = k + f	etc

(iv) Failure to detail the required information, shall automatically signify that the Tenderer lacks the infrastructure and resources necessary to execute and complete the Works

Month No. in Contract Period	Estimated amount in Rands (VAT included)			
	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow
1	-		d	j
2			e	k
3			f	l
4			g	m
5			h	n
6			etc.	etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →				

Signed	……	Date	……

Print Name	……..	Position	…….
Tenderer	……		

ANNEXURE: B

F. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Tenderer)

FURTHER DETAILS OF TENDERER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)

_____ _____

Signatory **Date**

Witnesses

1. _____ _____ _____

Full Names **Signature** **Date**

2. _____ _____ _____

Full Names **Signature** **Date**

ANNEXURE: C

G. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Tenderer or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date_____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the Tenderer/ESCO

_____ _____

Signatory **Date**

Witnesses

1. _____ _____ _____

Full Names **Signature** **Date**

2. _____ _____ _____

Full Names **Signature** **Date**

H. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Tendering Document must form part of all Tenders invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.

3. The of any Tenderer may be rejected if the Tenderer, or any of its directors have:

a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:

b) Been convicted for fraud or corruption during the past five years:

c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or

d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).

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

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).**		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).**		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the Tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

_____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

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

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Tenderer**

I. DECLARATION OF INTEREST

1. No Tender will be accepted from persons in the service of the State*.

2. Any person, having a kinship with persons in the service of the State, including a blood relationship, may make an offer/s in terms of this invitation to Tender. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in service of the State, it is required that the Tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

Full Name: _____

Identity No: _____

Company Registration No: _____

Tax Reference No: _____

VAT Registration No: _____

Are you at present in the service of the State? **Yes/No**

If so, furnish particulars

- **Municipal Supply Chain Management Regulation**: "In the service of the State" means to be –

  (a) A member of –
    (i) Any Municipal council;
    (ii) Any Provincial legislature; or
    (iii) The National Assembly or National Council of Provinces
  (b) A member of board of directors of any municipal entity;
  (c) An official of any municipality or municipal entity;
  (d) An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1of 1999);
  (e) A member of Parliament or provincial legislature.
  (f) A member of the accounting authority of any national or provincial public entity; or
  (g) An employee of Parliament or a provincial legislature

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

If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars?

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the State? **YES/NO**

If so, furnish particulars.

Are any spouses, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the State? **YES/NO**

If so, furnish particulars?

_____

_____

_____

CERTIFICATION

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Tenderer**

This document must be signed and submitted together with your Tender

J. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million. or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful Tenderers (ESCOs) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (ESCOS)

3.1 Tenderers are required to sign and submit this Standard Tender Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (ESCOs) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information**:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (ESCO) has made contact with and furnished the DTI with the information required, the following steps will be followed:

(a) the ESCO and the DTI will determine the NIP obligation;

(b) the ESCO and the DTI will sign the NIP obligation agreement;

(c) the ESCO will submit a performance guarantee to the DTI;

(d) the ESCO will submit a business concept for consideration and approval by the DTI;

(e) upon approval of the business concept by the DTI, the ESCO will submit detailed business plans outlining the business concepts;

(f) the ESCO will implement the business plans; and

(g) the ESCO will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (ESCO) and, therefore, does not involve the purchasing institution

Tender number …….. Closing date:……

Name of Tenderer……

Postal address ……

……

Signature…….. Name (in print)……..

Date……..

K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED

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

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

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

……

……

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

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

2.2 If yes, provide particulars.

……
……
……
……...

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

……..
……..…..

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES/NO**

4.1 If yes, furnish particulars

…….....
…….....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

……..…

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION

PROVE TO BE FALSE.

..... ……...

Signature Date

…….....

……

Position Name of Tenderer

MBD 9

L. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Municipal Tendering Document (MBD) must form part of all Tenders[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).[2] Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the Tender of any Tenderer if that Tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.

5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

[1] Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

[2] Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

S. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

_____
(Tender Number and Description)

in response to the invitation for the Tender made by:

_____
(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;

4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;

5. For the purposes of this Certificate and the accompanying Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

    (a) has been requested to submit a Tender in response to this Tender invitation;
    (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However

communication between partners in a joint venture or consortium[3] will not be construed as collusive Tendering.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a Tender;
   (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
   (f) Tendering with the intention not to win the Tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.

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

[3] 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.

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

…… ……

Signature **Date**

……. ……

Position **Name of Tenderer**

M. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the ESCO familiar with the OHSA (ACT 85 of 1993) and its Regulations?		**YES**	**/**	**NO**
2. Who will prepare the ESCO's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		**YES**	**/**	**NO**
3. Does the ESCO have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		**YES**	**/**	**NO**
4. Does the ESCO keep records of safety aspects of each construction site? If yes, what records are kept?		**YES**	**/**	**NO**
5. Does the ESCO conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		**YES**	**/**	**NO**
6. Does the ESCO have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		**YES**	**/**	**NO**
7. Does the ESCO have trained first aid employees? If yes, indicate, who.		**YES**	**/**	**NO**
8. Does the ESCO have a safety induction-training programme in place? (If yes, provide a copy)		**YES**	**/**	**NO**

Signature of Tenderer: ……**Date**: ……

DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the ESCO shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The rates below apply to authorised daywork instructed and valued under GCC 2015 clause 6.5. Submit the required labour, material and plant records for verification.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 10% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Tenderer shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

I. LABOUR

DESIGNATION		RATE	
		R	C
	per hour		
	per hour		
	per hour		
	per hour		
	per hour		
	per hour		
	per hour		

II. MATERIALS

DESIGNATION		RATE	
		R	C

III. TRANSPORT

DESIGNATION	RATE	
	R	C

IV. PLANT AND EQUIPMENT

ITEM	DESCRIPTION	NON WORKING RATE*		OPERATING RATE		PER
		R	c	R	C	UNIT

*Only applicable on authority of the Engineer.

POLOKWANE MUNICIPALITY

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: DEMAND GUARANTEE AND RETENTION MONEY GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

C1.5: AGREEMENT WITH ADJUDICATOR

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works and development of an energy savings performance contract (ESPC) business case: shared savings model
viz.:

Project Description: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

Contract No. PM34-26/27

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

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

The offered total of the prices inclusive of value-added-tax is …….

……

…… (Amount in words); R…….. (Amount in figures)

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

Signature(s) .....
.....

Print Name(s) .....
…….....

Capacity .....
.....

For the Tenderer
.....

….....
……
(Name and address of organization)

Signature of witness.....Date: .....

Print Name .....

Important Note

This page to be duly completed by the Tenderer before submitting the Tender.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the ESCO 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 1: Agreements and Contract Data (which include this Agreement)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which shall be signed by the authorized representative(s) of both parties.

The Tenderer shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s) .....
.....

Print Name(s) .....
.....

Capacity .....
.....

For the Employer
.....
.....
(Name of Organization)
……
……...
……
……
(Address of Organization)

Signature of witness..... Date: .....

Print Name .....

SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer before the Tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final Contract Document.

3.1 Subject
……...
Details ……

3.2 Subject
……...
Details ……

3.3 Subject
……...

Details ……

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the ESCO agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the ESCO and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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 ESCO of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signed by: ..... Signed by: .....

Print Name: ..... Print Name: .....

Address: ..... Address: .....

.....

.....

For and on behalf of the **Employer** in the Presence of

Witness: ..... Witness: .....

Print Name: ..... Print Name: .....

Date: ..... Date: .....

For and on behalf of the **ESCO** in the presence of

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.3 Performance Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: ----------
Description of Contract: ----------

GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means: ----------
---------- (Please put name of firm)
Please address: ----------

Postal address: ----------

Tel:----------
Fax: ----------

"Employer" means: **POLOKWANE MUNICIPALITY**.

"ESCO" means: ----------
---------- (Please put name of firm)
"Guarantee sum" means: 10% of the contract amount

"Engineer" means the Employer's Agent appointed under GCC 2015: ----------
-
"**Works"** means: Permanent works together with temporary works
"**Site"** means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.
"Contract" means the agreement formed by the Form of Offer and Acceptance and the contract documents identified in C1.2.
"**Contract Sum**" means: The accepted amount inclusive for tax of R----------
Amount in words: ----------

"**Expiry Date**" This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Polokwane Municipality signed by the Executive Director of Energy Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Polokwane Municipality signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer The Engineer and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:

3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

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

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1. A copy of a first written demand issues by the Employer to the ESCO stating that payment of a sum certified by the Engineer and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the ESCO stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;

4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:

5.1. The Contract has been terminated due to the Contractor's default under GCC 2015 clause 9.2 and this guarantee is called up in terms of paragraph 5; or

5.2. A provisional or final sequestration or liquidation court order has been granted against the ESCO and that the Performance Guarantee is called up in terms of 5; and

5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.

8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

9. The Employer shall have the absolute right to arrange his affairs with the ESCO in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.

11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at ----------

Date ----------

Guarantor's signatory (1) ----------

Capacity ----------

Guarantor's signatory (2) ----------

Capacity ----------

Witness signatory (1) ----------

Witness signatory (2) ----------

RETENTION MONEY GUARANTEE
(Not to be completed at tender stage)

Retention money guarantee under GCC 2015 clause 6.10 and the applicable Contract Data.

Contract No: ----------

Description of Contract: ----------

GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means: ----------

---------- (Please put name of firm)

Please address: ----------

Postal address: ----------

Tel:----------

Fax: ----------

"Employer" means: **POLOKWANE MUNICIPALITY**.

"ESCO" means: ----------

---------- (Please put name of firm)

"Guarantee sum" means the retention amount secured: R----------, subject to the retention limit in C1.2.

"Engineer" means the Employer's Agent appointed under GCC 2015: ----------

-

"**Works"** means: Permanent works together with temporary works

"**Site"** means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

"Contract" means the agreement formed by the Form of Offer and Acceptance and the contract documents identified in C1.2.

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

Amount in words: ----------

"Expiry Date" means the agreed date on which the secured retention obligation is released under GCC 2015 clause 6.10.5, as confirmed in writing by the Employer.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The retention guarantee expires when its secured obligation is released in accordance with GCC 2015 clause 6.10.5 and the completed Contract Data.
   The Engineer and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:

3.1. Any reference in this Retention Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

3.3 . Its obligation under this Retention Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1. A copy of a first written demand issues by the Employer to the ESCO stating that payment of a sum certified by the Engineer and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the ESCO stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;

4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt

of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Retention Guarantee, such demand stating that:

5.1. The Contract has been terminated due to the Contractor's default under GCC 2015 clause 9.2 and this Retention Guarantee is called up in terms of paragraph 5; or

5.2. A provisional or final sequestration or liquidation court order has been granted against the ESCO and that the Retention Guarantee is called up in terms of 5; and

5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.

8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.

9. The Employer shall have the absolute right to arrange his affairs with the ESCO in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.

11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at ----------

Date ----------

Guarantor's signatory (1) ----------

Capacity ----------

Guarantor's signatory (2) ----------

Capacity ----------

Witness signatory (1) ----------

Witness signatory (2) ----------

POLOKWANE MUNICIPALITY

C.1.2 Contract Data

CONTENTS

C.1.2.1 Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

C.1.2.1.2 Contract-specific Data

C.1.2.1.2.1 Compulsory Data

C.1.2.1.2.2 Variations to the General Conditions of Contract

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract

C.1.2.1 Part 1: ..... Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the "General Conditions of Contract" as they appear in the commercially-available publication "General Conditions of Contract for Construction Works, Third Edition, 2015", hereinafter referred to as "GCC 2015"; and

- The Contract Data below supplies the project-specific particulars. References to GCC or General Conditions of Contract throughout this document mean GCC 2015, 3rd edition, unless expressly identified as tender procedures or technical/statutory standards.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

(a) the Form of Offer and Acceptance.
(b) amendments to the General Conditions of Contract within the Contract Data.
(c) additional conditions to the General Conditions of Contract within the Contract Data.
(d) corrigenda to the General Conditions of Contract.
(e) the General Conditions of Contract.

(f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

The forms in C1.3 and C1.5 shall be read with GCC 2015. Security, expiry, certification and adjudication references are to that edition and the completed Contract Data.

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The period for completion is six (6) months from the Commencement Date, with practical completion, commissioning, handover and submission of all ten business cases no later than 30 June 2027. GCC 2015 governs any extension of time; grant approvals do not arise automatically.
1.1.1.15	The name of the Employer is Polokwane Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply

Clause	Data
1.2.1.2	The address of the Employer is: Physical address: Civic Centre Landros Mare Street Polokwane City Postal address: PO Box 111 Polokwane 0700 e-mail address: DennisM@polokwane.gov.za Contact numbers: Technical enquiries: 015 290 2176 SCM enquiries: 015 290 2148
1.1.1.16	The name of the Engineer is: **Masala Ramabulana Holdings JV MN Project Consultants**
1.2.1.2	The address of the Engineer is: Physical address: **10 Crane Avenue** **Fauna Park** **Polokwane** **0700** **e-mail address:** **ceo@mrhconsult.co.za** **Contact numbers:** **Telephone: 012 997 0383** **Mobile: 082 264 4888** **Fax: 086 604 4417**

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td>3.1.3</td><td>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:
<table>
<tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to ER*</th></tr>
<tr><td>3.2.1</td><td>Engineer's Representative's appointment and termination</td><td>Y</td><td></td></tr>
<tr><td>3.2.4</td><td>Engineer's Representative acting on Engineer's behalf</td><td>Y</td><td></td></tr>
<tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr>
<tr><td>4.7.1</td><td>Fossils, etc on Site</td><td>Y</td><td></td></tr>
<tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr>
<tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr>
<tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr>
<tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr>
<tr><td>5.11.2</td><td>Suspension of the Works</td><td></td><td>Y</td></tr>
<tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr>
<tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr>
<tr><td>5.13.2</td><td>Reduction in penalty</td><td></td><td>Y</td></tr>
<tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr>
</table></td></tr>
</table>

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td></td><td>
<table>
<tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to ER*</th></tr>
<tr><td>6.3.2.1</td><td>Confirmation of a Variation Order</td><td>Y</td><td></td></tr>
<tr><td>6.4.1.4</td><td>Dayworks as a Variation Order</td><td>Y</td><td></td></tr>
<tr><td>6.5.2</td><td>Materials for dayworks</td><td>Y</td><td></td></tr>
<tr><td>6.8.4</td><td>Costs due to changes in legislation</td><td>Y</td><td></td></tr>
<tr><td>6.11.1</td><td>Variations exceeding 15%</td><td></td><td>Y</td></tr>
<tr><td>8.2.2.2</td><td>Damage due to excepted risks</td><td></td><td>Y</td></tr>
<tr><td>10.1.5</td><td>Consultation on ESCO's claim</td><td>Y</td><td>Y</td></tr>
<tr><td>10.1.5</td><td>Ruling on ESCO's claim</td><td>Y</td><td>N</td></tr>
</table>
*The following abbreviations apply:
ER Engineer’s Representative
EWA Employer’s Written Approval
N No
NA Not Applicable
Y Yes
</td></tr>
<tr><td>3.1.4</td><td>GCC 2015 clause 3.1.4 applies without deletion.</td></tr>
<tr><td>4.9.1</td><td>The ESCO shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.</td></tr>
<tr><td>4.10.2</td><td>The ESCO shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the ESCO for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.</td></tr>
</table>

Clause	Data
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) A signed Agreement between the Employer and the ESCO for the Works to be completed by the ESCO in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). Proof of payment to the Employer, that the ESCO has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). Initial programme (Refer to Clause 5.6). Security (Refer to Clause 6.2). Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is **14 Days.**
5.4.2	The access and possession of Site shall not be exclusive to the ESCO but shall be as set out elsewhere in the Contract.
5.8.1	The non-working Days are Sundays. The special non-working Days are: Statutory public holidays; and Any agreed annual shutdown shall be shown in the approved programme and accommodated within the completion requirements.
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.

Clause	Data
6.10.3	The limit of **retention money is 10%** of the value of the Contract Price. **Any retention-money guarantee shall comply with GCC 2015 and the agreed guarantee form.** Retention deductions and release shall be administered under GCC 2015 clause 6.10; no separate monthly penalty for a retention guarantee applies.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is **nil**.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of **10% (ten percent)** of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Disputes shall be referred to standing adjudication under GCC 2015 clause 10.5 and the GCC 2015 Adjudication Board Rules.
10.7.1	The determination of disputes shall be by arbitration.

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
GCC 2015	*The General Conditions of Contract for Construction Works, Third Edition (2015), with its applicable published corrections, governs this contract. No conditions from another GCC edition or the Treasury supply-contract GCC are incorporated.*
2.5	*Cession and assignment shall comply with GCC 2015 clause 2.5, including its consent requirements.*
5.14	*Completion certification and its consequences shall comply with GCC 2015 clause 5.14.*
6.2	*Security: provide a 10% performance guarantee within the 14-day commencement-document period, in the form required by GCC 2015 and C1.3. The guarantee must identify the actual contracting entity, including a joint venture where applicable.*
6.3 and 6.4	*Variations: obtain written instructions and required municipal approvals. Value instructed changes under GCC 2015. No instruction alone authorises an extension of the grant-funded pilot to another facility.*
6.10	*Payment, retention, interest and permitted deductions shall be administered under GCC 2015 clause 6.10 and the compulsory Contract Data.*
6.11	*Variations exceeding 15% shall be dealt with under GCC 2015 clause 6.11.*
7	*Quality, tests and defects: apply GCC 2015 with the EEDSM technical acceptance requirements.*
8	*Risks and insurance: apply GCC 2015 and the insurance amounts in the compulsory Contract Data.*
9	*Termination and its consequences, including notice, default and settlement, shall comply with GCC 2015 clause 9.*
10	*Claims and disputes: apply GCC 2015 notice, determination, adjudication and arbitration procedures. No project specification removes these rights or duties.*

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1	*The appointed Energy Services Company (ESCO) is the Contractor under GCC 2015. "Engineer" in the retained forms means the Employer's Agent. Technical specifications and statutory procurement requirements retain their own references; they are not GCC clauses.*
4	*The Contractor is accountable for the complete Ladanna pilot and ten-facility business-case services, including its designers, specialist installers and independent SANAS-accredited M&V agent.*
5.6	*The programme shall link design, baseline approval, equipment delivery, installation, commissioning, independent M&V and business-case submission. Identify the critical path, resources, cash flow, time-risk allowances and approval dependencies.*
5.9	*Submit coordinated drawings, calculations and design compliance evidence for review by the Employer's Agent. Approval does not relieve the Contractor of its contractual design responsibility.*
5.11 and 9.3	*Suspension and termination for Employer default shall follow the notices, grounds and procedures of GCC 2015 clauses 5.11 and 9.3.*
5.12 and 10.1	*Time claims require the notices, records, causation and assessment prescribed by GCC 2015. Assess weather claims on substantiated effects on progress and the approved programme.*
6.10	*Support monthly statements with measured work, accepted service deliverables, expenditure and employment records, progress reports and tax invoices. Certification and payment remain subject to GCC 2015.*
6.10.1.5	*For eligible materials not yet incorporated, the 80% allowance is subject to proof of ownership, identification, storage, insurance and the GCC 2015 requirements. Deduct previous materials advances when the same materials are certified as installed.*
7	*Handover includes commissioning records, compliance certificates, approved as-built drawings, asset registers, warranties, operating manuals, training records, independent M&V outputs and accepted business cases.*
10	*The 30 June 2027 grant milestone must be monitored and any risk reported immediately. A GCC entitlement does not itself authorise additional grant funding or future ESPC implementation.*

C.1.2.2Part 2: Data provided by the ESCO

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the ESCO is: ....
1.2.1.2	The address of the ESCO is: Physical address: ....

Clause	Data
1.2.1.2	Postal address: .... e-mail address: ..... Contact numbers: Corporate: ..... Direct: ..... Mobile: ..... Fax: .....

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all ESCOs appointed by the Polokwane Municipality or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE ESCO:

Herein represented by ……..……..……

In his capacity as ……...……Being duly authorized hereto hereinafter referred to as "ESCO".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name: …….

Registration Number: ……

CEO : Name: ……..

ID Number: …….

Physical Address: …….

……

And the POLOKWANE MUNICIPALITY
(Hereinafter referred to as "the Council")

1. DEFINITIONS

1.1 **ESCO** Means the "ESCO" as defined in the "Principal Contract".

Annexed hereto in his capacity as mandatory.

1.2 **MANDATORY** or Includes an agent, ESCO or sub-Contractor for work to be done

service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".

1.4 **COUNCIL** Means the Polokwane Municipality

1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.

1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

2.1 Whereas Council and the ESCO have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "ESCO" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the ESCO's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.

2.2 These rules are applicable to all ESCOs performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.

2.3 The Council acts though those officials or persons who are generally or specifically charge with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

3.1 The "ESCO" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "ESCO" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

3.1.1 The Occupational Health and Safety Act 85 of 1993, as amended, and the applicable Construction Regulations and regulations relevant to the works shall apply.

3.1.2 The Health Act 63 of 1977.

3.1.3 Road Traffic Act 29 of 1989 (as amended).

3.1.4 Environment Conservation Act 73 of 1989.

3.1.5 The National Water Act 36 of 1998.

3.1.6 The Criminal Procedure Act 51 of 1977.

3.1.7 The Explosives Act 26 of 1956.

3.1.8 The Arms and Ammunition Act 75 of 1969.

3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.

3.1.10 The Labour Relations Act 66 of 1995.

3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).

3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).

3.1.13 Standards Act 29 of 1993.

3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".

3.1.15 Any other health and safety standard prescribed by the "Council".

3.2 The "ESCO" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any Sub-Contractor will comply with all the statutory provisions contained in them.

3.3 The "ESCO" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "ESCO" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any Sub-Contractor, agent or employee of the Sub-Contractor.

3.4 The "ESCO" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".

3.5 The "ESCO" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable

property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "ESCO", his agents, servants or Sub-Contractors.

4. PERFORMANCE SAFE WORKING PRACTICE

4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "ESCO" within the "Council's" jurisdictional area or on its premises.

4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "ESCO" in rendering services or indemnify the "ESCO" from any legal responsibility to ensure healthy and safe work circumstances.

4.3 The "Council" shall assist the "ESCO" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.

5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

6.1 For each crane or hoisting equipment used, the "ESCO" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Council".

6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the "ESCO" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

i) An agreement was concluded with the "Council".
ii) Approval has been obtained from the "Council" to perform the work.
iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The "ESCO" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "ESCO"

7. MACHINE VALANCES, PROTECTION AND FENDING

7.1 No machine valances, protection or fending may be removed from machines, manholes, etc without the written permission of "Council" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

8.1 No equipment or appliance belonging to "Council" may be used without written permission from "Council".

8.2 Unless prior arranged, "ESCOs" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "ESCO" with respect to loss, damage and theft.

8.3 In exceptional cases, where tools and equipment belonging to "Council" are used to finish the contract, the said equipment and tools are used on own risk and the "ESCO" indemnifies "Council" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "ESCO" is responsible for the returning of said tools and equipment in the same condition or better. The "ESCO" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.

9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.

9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

10.1 The "ESCO" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:

(i) SA Red Cross Association;
(ii) St Johns Ambulance;
(iii) SA First Aid League; or
(iv) A person or organization approved by the Chief inspector for this purpose.

10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

11. FLAMMABLE LIQUIDS

11.1 The "ESCO" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "ESCO's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY ESCO

12.1 The “ESCO” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “ESCO” or the “ESCO’s” employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

13.1 The “ESCO” is warned that any act(s) leading to damage or loss of employees of the “ESCO” or the “Council” shall not be tolerated. The “Council” may (without any reason) demand that any employee of the “ESCO” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “ESCO”, to the Department of Labour, as well as to the “Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.

14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “ESCO” and/or his employees and/or his Sub-Contractors.

14.3 The “ESCO” undertakes to report to “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or Sub-Contractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The “ESCO” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

16.1 Should any work done by the “ESCO” cause a possible interruption, written permission must be obtained from “Council”, before such work commences. The “ESCO” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Council”.

17. CONFIDENTIALITY

17.1 The “ESCO” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.

17.3 The “ESCO” shall not put up any advertisements or billboard at the site without permission.

17.4 The “ESCO” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Council”, or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the “ESCO” shall not be allowed entrance to the site unless a valid identity document, issued by “Council”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The “ESCO” or his employees shall not leave the contract site before the “Council” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The “ESCO” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

21.1 The “ESCO” and any person engaged in the contract work may at any time be searched by “Council” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “ESCO“

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “Council” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Council” against any or all liability which may be incurred by the “Council” as a result of the omission of the “ESCO”, his employees, Sub-Contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Council” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Council” as a result of the contravention or non-compliance by the “ESCO”, his employees, Sub-Contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “ESCO” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Council” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the ESCO shall be obliged to pay “Council”, upon demand, all costs and expenses incurred by “Council”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Council” will be entitled to terminate the contract without incurring any further costs or claims from the ESCO?

23. "ESCO" IDENTIFICATION BOARD

23.1 The "ESCO" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the "ESCO".
- The contact number and name of the person representing "Council"

24. ACKNOWLEDGEMENT

24.1 The "ESCO" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE ESCO

SIGNED AT …… ON THIS …… DAY OF ……..……..

WITNESSES:

…… 1. ……..
THE ESCO

2. ……

THE COUNCIL

SIGNED AT …… ON THIS …… DAY OF ……..……..

WITNESSES:…… 1. ……..
THE COUNCIL

2. …… ……..……

b) INDEMNITY CERTIFICATE

ESCO: ……

Employer: Polokwane Municipality

Contract:

……

I/we

……

Hereafter the "ESCO"

"ESCO" hereby indemnifies the Polokwane Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS done and signed at …… on this ……. day of

…….. 20…...

WITNESSES:

1. …….. ……..

ESCO

2. …….. ……

COUNCIL

c) ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as……..……

Duly authorized hereto ……..……. representing

…… ESCOs, acknowledge receipt
of a copy of the Polokwane Municipality's safety manual for ESCOs and the under mentioned person as my supervisor regarding all works and services which must be executed by the ESCO. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).
SIGNED AT ……. ON ……. 20...
I, ……..…….. accept the abovementioned appointment, and declare that I am familiar with the contents of the Polokwane Municipality's Safety Manual for ESCOs
CASUALTIES REGISTRATION NUMBER

_____

_____

_____

SIGNED AT ……. ON ……..…… 20….

SIGNATURE:

WITNESSES: 1. ……..

2. ……..

A copy of this certificate shall be submitted to the "Council" before any work commences.

C1.5: Agreement with Adjudicator

This agreement is made on the.....day of ..... 20.....between: the Employer

(name of company / organisation).....

of
(*address)*.....

.....and the ESCO

(name of company / organisation)
.....

of
(address).....

.....
(hereinafter called **the Parties**)

and

(name).....

of *(address)*
.....

.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract title).....

Any dispute referred to adjudication shall be dealt with under GCC 2015 clause 10.5 and its Adjudication Board Rules (the Procedure). The Adjudicator is appointed for that purpose.
(Delete as necessary)*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the

adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(*Signature*)*:* ..... (*Signature*)*:* ..... (*Signature*)*:* .....

Name: ..... **Name**: ..... **Name**: .....

who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of

who warrants that he/ she is duly authorised to sign for and on behalf of the S**econd Party** in the presence of

the **Adjudicator** in the presence of

Witness: (*Signature*)*.....*

Witness: (*Signature*)*.....*

Witness: (*Signature*)*.....*

Name: ..... **Name**: ..... **Name**: .....

Address: ..... Address: .... Address: .....

Date: ..... Date: ..... Date: .....

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C2.1 Pricing Instructions

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the ESCO's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

Tender pricing, arithmetic corrections and evaluation shall follow Part T1. Contract valuation, certification and payment shall follow GCC 2015 clause 6 and the Contract Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

For the purpose of this 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 Scope of Work and Site Information.

Quantity : The number of units of work for each item.

Rate : The payment per unit of measurement at which the ESCO

Contracts to do the work.

Amount : The product of the quantity and the rate Bid for an item.

Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. DESCRIPTIONS

BOQ descriptions shall be read with the EEDSM Scope of Work. Rates include the associated supplies, design, installation, testing, commissioning and documentation required for each item. Contract valuation and payment are governed by GCC 2015 clause 6.

5. REFERENCES

References in the BOQ identify the relevant project requirements. The Scope of Work sets the technical requirements; GCC 2015 clause 6 governs measurement, valuation and payment.

6. UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units.
The following abbreviations are used in the Bill of Quantities:

%	=	per cent
kW	=	kilowatt
no	=	number
sum	=	lump sum

7. NET MEASUREMENTS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in these Bills 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 Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of

authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. VALUE ADDED TAX

Rates and amounts in C2.2 are exclusive of VAT. Add VAT once in the separate summary row to obtain the total inclusive of VAT. The fixed student and EPWP allowances are the base employment allowances; include other contractual costs in the appropriate items.

11. RATES AND PRICES

11.1 General

a) The ESCO must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bidder is based, 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.

c) Where the ESCO is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The ESCO will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

e) Should the ESCO group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

f) Should the ESCO indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The ESCO shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the ESCO shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bidder offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

11.4 Labour Intensive work

Item numbers in the schedule of quantities suffixed by the letter "L" shall denote a payment item in respect of work which is required to be executed by labour intensive construction methods. Item numbers with the suffix "L" are not necessarily an exhaustive list of all the activities which must be done by hand,

and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	BIDDER UNIT RATE (VAT EXCL.)	BIDDER AMOUNT (VAT EXCL.)
P. PRELIMINARIES AND GENERALS					
P1	Site establishment, site camp/store, temporary facilities, personnel facilities, transport, project notice board, access arrangements, mobilisation, maintenance of establishment and de-establishment	Month	6		
P2	Performance guarantee, works insurance and other contractual insurances/guarantees maintained for the full project duration	Sum	1		
P3	Community liaison and stakeholder coordination, including liaison with municipal representatives, local structures and affected stakeholders	Month	6		
P4	Project management, site supervision, programme management, progress meetings, reporting, coordination and administration	Month	6		
P5	Site security, safeguarding of materials/equipment, access control and protection of completed works	Month	6		
P6	Compliance with the Occupational Health and Safety Act, maintenance of the safety file, safety instructions, toolbox talks, signage and statutory records	Sum	1		
P7	Occupational health and safety management/consultancy, inspections, audits and compliance monitoring	Sum	1		
P8	PPE, safety clothing and consumables for local labour, including replacement/replenishment as required during the project	Month	6		
P9	Quality assurance and quality control, inspections, testing records, product data, compliance certificates and close-out quality documentation	Month	6		
P10	Testing and commissioning coordination, as-built documentation, operating manuals, warranties, training, handover and project close-out	Sum	1		
P11	Four (4) students for six months at R6,500 per student-month; 24 person-months in total.	Person-month	24	6500.00	R 156,000.00
P12	Four (4) EPWP labourers for six months at R192 per approved day; allowance 528 person-days (4 x 6 x 22). Pay actual approved days and comply with any higher statutory minimum.	Person-day	528	192.00	R 101,376.00
P13	Training/induction of EPWP labourers and students relevant to the works, including site induction, safety awareness and approved project-specific training	Sum	1		

A. LADANNA RETROFIT WORKS					
A1	80 kWp carport-mounted grid-connected Solar PV plant, including design, carport mounting structure, modules, inverter, AC/DC protection, metering, monitoring, testing, commissioning and handover	No.	1		
A2	Replace 18 W fluorescent lamps with 10 W LED equivalents	No.	14		
A3	Replace 28 W fluorescent lamps with 18 W LED equivalents	No.	22		
A4	Replace 35 W fluorescent lamps with 18 W LED equivalents	No.	8		
A5	Replace 36 W fluorescent lamps with 18 W LED equivalents	No.	291		
A6	Replace 38 W fluorescent lamps with 18 W LED equivalents	No.	67		
A7	Replace 48 W fluorescent lamps with 24 W LED equivalents	No.	180		
A8	Replace 56 W fluorescent lamps with 24 W LED equivalents	No.	4		
A9	Replace 58 W fluorescent lamps with 24 W LED equivalents	No.	129		
A10	Replace 8.2 kW fixed-speed air conditioners with high-efficiency inverter-driven units of approximately 7.5 kW input	No.	3		
A11	Replace 3.0 kW fixed-speed air conditioner with high-efficiency inverter-driven unit of approximately 2.0 kW input	No.	1		
A12	Replace 1.17 kW fixed-speed air conditioners with high-efficiency inverter-driven units of approximately 0.88 kW input	No.	31		
B. EnPC BUSINESS-CASE DEVELOPMENT FOR TEN(10) MUNICIPAL FACILITIES					
B1	Inception, data-request schedule, governance arrangements, implementation programme and risk register	Item	1		
B2	Detailed energy audits, asset registers, baseline confirmation, adjustment methodology and baseline approval	Item	1		
B3	Smart-metering/measurement-boundary strategy, independent M&V plan, performance guarantees and payment-reporting mechanism	Item	1		
B4	Full-life financial model including NPV, IRR, simple and discounted payback, tariff escalation, sensitivities and downside cases	Item	1		
B5	Ladanna shared-savings structure and appraisal of financing options, risk allocation, funding sources and preferred/fallback models for futures years	Item	1		

B6	Commercial, legal and approval pathway including MFMA section 33, Council, National Treasury and departmental requirements	Item	1		
B7	Socio-economic impact, local-content, job-creation, municipal capacity and implementation-readiness assessment	Item	1		
B8	Final bankable ESPC Shared savings business cases for 10 municipal facilities, draft commercial/performance schedules and municipal presentation/approval pack	Item	1		
	SUBTOTAL: LADANNA RETROFIT WORKS VAT EXCL				
	SUBTOTAL: EnPC/ESPC BUSINESS-CASE DEVELOPMENT VAT EXCL				
SUBTOTAL: PRELIMINARIES, GENERALS, STUDENTS & EPWP LABOUR VAT EXCL					
15% VAT TOTAL					
TOTAL TENDERED CONTRACT PRICE INCLUDING VAT					

PART C3: SCOPE OF WORK

C3.1: DESCRIPTION OF WORKS

C3.2: LIST OF DRAWINGS

C3.3: PROCUREMENT

C3.4: CONSTRUCTION

C3.5: VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS

C3.6: PARTICULAR SPECIFICATIONS –

C3.7: HEALTH AND SAFETY SPECIFICATIONS

C3.8: ENVIRONMENTAL MANAGEMENT SPECIFICATIONS

C3.9: MANAGEMENT OF WORKS

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 Project Description
PS-2 Description of the Site and Access
PS-3 Details of the Works
PS-4 Construction Management Requirements
PS-5 Security Clearance of Personnel
PS-6 Sub-Contractors
PS-7 Supply of Materials
PS-8 Execution of Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA SABS 1200 A: General
PSC SABS 1200 D: Earthworks

C3.3 PARTICULAR SPECIFICATIONS

SECTION PC Trimming Of Site
SECTION PC Maintenance
SECTION PE Contingencies
SECTION PG Generic Labour-Intensive Specification
SECTION POHS
OHSA 1993 Safety Specification

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C3 Scope of Work

Polokwane Municipality is implementing its 2026/27 EEDSM 2.0 programme from 1 July 2026 to 30 June 2027. The grant funded Ladanna pilot must reduce electricity consumption, demonstrate the performance of the proposed technologies in a municipal operating environment, establish a credible baseline and independently verified savings, support infrastructure investment and job creation, and provide the evidence required for a bankable ESPC business case and future rollouts.

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The purpose is to appoint a competent ESCO, through an output based procurement, to implement the 2026/27 EEDSM 2.0 grant funded Ladanna Traffic Centre pilot retrofit and develop the ESPC business case under a single contract. The pilot shall generate reliable metered baseline, post retrofit performance and M&V data to confirm technology performance, energy savings, financial viability and bankability, and to inform the development of the ESPC Shared Savings model for future implementation.

1.2 Overview of the works

Use local labour for suitable activities within the Ladanna pilot, with competent supervision. Electrical installation, testing and commissioning shall be undertaken by appropriately qualified and registered personnel. Include four students and four EPWP labourers as priced in the BOQ.

1.2 Extent of the works

- **Inception and project management:** Inception report, implementation programme, governance plan, information request, responsibility matrix and risk register covering the Ladanna pilot and EnPC business case work stream

- **Audits and baseline:** Site surveys, verified asset registers, relevant drawings, operating profiles, data assessment, baseline methodology and M&V plan.
- **Ladanna pilot implementation:** Detailed design, required approvals, construction documentation, supply, installation, testing and commissioning of the approved PV Plant, lighting and HVAC retrofit.
- **Handover:** Testing and commissioning, training, as-built drawings, warranties and operating manuals.
- **Independent M&V:** IPMVP-aligned M&V plan, independent verification of baseline and post-retrofit performance, and M&V reports establishing verified energy savings from the Ladanna pilot.
- **Municipal facility business cases:** Technical opportunity assessments, project bundling and development of ESPC business cases using shared savings model for the identified municipal facilities, informed by the Ladanna pilot data and lessons learned.

1.4 Location of the Works

The implementation site is Ladanna Traffic Centre, Polokwane for Pilot retrofit.

The site of works is located at;

1. Pilot retrofit Project			
Facility	**Municipal ward**	**Latitude**	**Longitude**
Ladanna Traffic Centre	23	23°53'16"S	29°27'47"E
2. Business Case Development			
Facility	**Municipal ward**	**Latitude**	**Longitude**
Polokwane Wastewater Treatment Plant	23	23°51'48.6"S	29°26'36"E
Aganang Municipal Offices	45	23°40'40"S	29°07'46"E
Civic Centre	22	23°54'48"S	29°27'09"E
Old Peter Mokaba Stadium	22	23°55'23"S	29°27'47.6"E
Jack Botes Hall and Council Chamber	22	23°54'48"S	29°27'09"E
Dalmada Purification Plant	20	23°53'58"S	29°30'50.8"E
Westenburg Library	19	23°54'14"S	29°25'45.7"E
Nirvana Library	19	23°54'55"S	29°26'24.9"E

Seshego Wastewater Treatment Plant	17	23°49'51.2"S	29°23'57.6"E

Picture: Ladanna Traffic Centre 1

C3.1 STANDARD SPECIFICATIONS

The latest applicable editions, amendments and municipal requirements must be used. Where requirements conflict, the more stringent lawful requirement applies, subject to written clarification by the Municipality.

- Constitution of the Republic of South Africa, 1996.
- Municipal Finance Management Act, 2003 (Act 56 of 2003), including sections relevant to supply-chain management, long-term commitments and public-private partnership screening.
- Municipal Systems Act, 2000 (Act 32 of 2000).
- Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), applicable regulations and the Municipality's current Supply Chain Management Policy.
- Division of Revenue Act and the applicable EEDSM grant conditions and reporting requirements.
- General Conditions of Contract for Construction Works, Third Edition (2015) (GCC 2015), including the applicable Contract Data and project-specific amendments.
- Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Construction Regulations, where applicable.
- Electricity Regulation Act, 2006 (Act 4 of 2006), applicable municipal electricity by-laws, grid-code and distributor requirements.
- Applicable SANS, IEC and NRS standards for electrical installations, Solar PV, metering, protection, power quality, lighting and HVAC systems.
- International Performance Measurement and Verification Protocol (IPMVP) and applicable SANAS accreditation requirements.
- Applicable DTIC local-content designation, origin-verification and reporting requirements.

3.3.1 EEDSM, Energy Performance and M&V Standards

- SANS 50001 / ISO 50001, Energy management systems — Requirements with guidance for use.
- SANS 50006 / ISO 50006, Energy management systems — Evaluating energy performance using energy performance indicators and energy baselines.
- SANS 50010, Energy measurement and verification.
- ISO 50015, Energy management systems — Measurement and verification of energy performance of organizations — General principles and guidance.
- SANS 1544, Energy performance certificates for buildings.
- SANS 10400-XA, Energy usage in buildings, and SANS 204, Energy efficiency in buildings.
- International Performance Measurement and Verification Protocol (IPMVP), including the appropriate Option A, B, C or D for each energy-conservation measure.

- SANAS technical and accreditation requirements applicable to energy-efficiency M&V bodies, inspection bodies, calibration and traceability.
- Applicable DEE EEDSM grant framework, baseline, monitoring, verification, reporting, asset-management and close-out requirements.

3.3.2 General Electrical Installation and Safety Standards

- SANS 10142-1, The wiring of premises — Part 1: Low-voltage installations.
- SANS 10142-2, The wiring of premises — Part 2: Medium-voltage installations, where medium-voltage work forms part of an approved site scope.
- SANS 10142-1-2, The wiring of premises — Low-voltage embedded generator installations, where applicable.
- SANS/IEC 61439 series, Low-voltage switchgear and control gear assemblies.
- SANS/IEC 60947 series, Low-voltage switchgear and control gear, including circuit-breakers, contactors, disconnectors and control devices.
- SANS/IEC 60529, Degrees of protection provided by enclosures (IP Code).
- SANS/IEC 61643-11 and IEC 61643-31, Low-voltage surge protective devices for AC and photovoltaic installations.
- SANS/IEC 62305 series, Protection against lightning.
- SANS/IEC 61000 series and NRS 048-2, Electromagnetic compatibility and electricity-supply quality / power-quality requirements.
- Electrical Installation Regulations issued under the Occupational Health and Safety Act, including inspection, testing and issue of Certificates of Compliance by appropriately registered persons.

3.3.3 Solar PV and Embedded Generation Standards

- NRS 097-2-1, Grid interconnection of embedded generation — Small-scale embedded generation — Utility interface.
- NRS 097-2-3, Grid interconnection of embedded generation — Simplified connection criteria for low-voltage connected generators.
- The applicable South African Grid Code, Polokwane Municipality embedded-generation requirements, municipal by-laws and distributor connection-approval conditions.
- SANS/IEC 62548, Photovoltaic arrays — Design requirements.
- SANS/IEC 62446-1, Grid-connected photovoltaic systems — Documentation, commissioning tests and inspection.
- SANS/IEC 62109-1 and SANS/IEC 62109-2, Safety of power converters for use in photovoltaic power systems.
- SANS/IEC 62116, Utility-interconnected photovoltaic inverters — Test procedure for islanding-prevention measures.
- SANS/IEC 61215 series, Terrestrial photovoltaic modules — Design qualification and type approval.
- SANS/IEC 61730 series, Photovoltaic module safety qualification.

3.3.4 Lighting, HVAC, BMS, Motors and Metering Standards

- SANS 10114-1, Interior lighting — Artificial lighting of interiors, together with applicable municipal illumination requirements for roads, parking and external areas.
- SANS/IEC 60598-1 and the applicable SANS/IEC 60598-2 parts, Luminaires — General and particular requirements.
- SANS 10400-O, Lighting and ventilation, and the energy-efficiency requirements of SANS 10400-XA and SANS 204.
- SANS/ISO 5149 series, Refrigerating systems and heat pumps — Safety and environmental requirements.
- SANS/ISO 16484 series, Building automation and control systems, for BMS architecture, functions, communications, data and commissioning.
- SANS/IEC 60034 series, rotating electrical machines, including motor performance and efficiency requirements.
- SANS/IEC 61800 series, Adjustable-speed electrical power drive systems, applicable to variable-speed drives and motor-control installations.
- SANS/IEC 62052 and SANS/IEC 62053 series, Electricity metering equipment — General requirements, tests and accuracy requirements.

Compliance must be with the latest applicable edition and amendments in force at the date of design, procurement and installation. Where a standard has been superseded, the replacement standard applies. The ESCO must identify all project-specific standards in its design basis and compliance matrix and submit certificates, type-test reports, inspection records and commissioning results as applicable.

3.4 Specifications

3.4.1 Project Objectives

- Implement an 80 kWp carport-mounted Solar PV plant, the specified LED lighting retrofits, high efficiency inverter-driven HVAC replacements and the metering/monitoring required for M&V at Ladanna Traffic Centre as the pilot project.
- Establish a pre-retrofit baseline, smart meter the applicable facility/measurement boundaries, verify post retrofit performance and maintain independent M&V evidence to inform ESPC business case using shared savings model.
- Confirm the investment pipeline for municipal buildings, wastewater treatment plants and the water purification plant. Identify technically viable energy conservation measures without expanding the approved Ladanna pilot implementation scope.
- Use the Ladanna pilot performance data to develop the ESPC business cases using shared savings model, including realistic energy saving targets, financial modelling, NPV (Net Present Value), IRR (Internal Rate of Return), payback, financing requirements, risk allocation and downside sensitivities.

NB: Output-based contracting principles: The Municipality specifies the required outcomes, approved scope, minimum performance, deadlines and compliance

requirements while allowing bidders to propose innovative, compliant delivery methods. The Ladanna pilot and ESPC business case must remain linked under an accountable ESCO appointment. The business case must demonstrate how grant-funded evidence reduces transaction, credit and performance risk and must assess eligible co-funding, including the grant requirement for a minimum 50% capital-expenditure contribution to the wider ESPC/EnPC project where applicable. Any Partial Credit Guarantee or other risk-mitigation instrument must be supported by documented engagement and remains subject to eligibility and approval.

The successful bidder is appointed only for the 2026/27 EEDSM 2.0 Ladanna Traffic Centre pilot retrofit and the development of the ESPC (Energy Savings Performance Contract) business cases for ten (10) Polokwane Municipality owned facilities. The appointment does not constitute, and shall not be interpreted as, an award, pre-award, preferential right, exclusivity or commitment to award any future ESPC/EnPC or other implementation contract.

The technical, energy, financial and M&V (Measurement and Verification) information generated from the Ladanna pilot, including lessons learned and verified performance, shall be used to guide the development, structuring and prioritisation of future energy efficiency projects and the business cases for the identified municipal facilities using Energy Savings Performance Contracting (ESPC) model.

The other facilities included in the business case are for assessment, audits, project pipeline development, financial modelling and planning only. They are not approved for implementation under this contract. Any future implementation shall be subject to the municipality's approved budget, procurement process and required approvals.

The comprehensive business case shall determine the viability and appropriate financing and commercial structure for future implementation, including a Shared Savings ESPC model where viable, in accordance with the MFMA, National Treasury requirements, EEDSM/DEE requirements and applicable legislation.

The successful bidder shall use an independent SANAS accredited M&V Agent, or provide a binding commitment to appoint one, to establish and verify the performance of the Ladanna pilot and provide credible M&V information for the development of the business cases to inform a future ESPC based on a shared savings model.

Grant funded implementation under this contract is limited to the approved Ladanna Traffic Centre pilot. No other facility may be added to the implementation scope unless approved through the applicable procurement process and permitted by the EEDSM grant conditions and approved budget.

The contract period shall be six (6) months from the commencement date and shall in all circumstances end no later than 30 June 2027.

The ESPC business case development for ten (10) Polokwane municipality owned facilities shall be fully completed and submitted, while Ladanna Traffic centre grant funded retrofit shall be fully implemented, commissioned and handed over no later than 30 June 2027.

The Municipality shall confirm the ten-facility assessment register at inception, including names, locations, access contacts, electricity accounts and available data. No unnamed facility is authorised for implementation under this appointment.

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The specifications apply only to the approved EEDSM Ladanna pilot and the ten-facility business-case services. Ancillary civil works are limited to those necessary for the approved retrofit installations.

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS1 PROJECT DESCRIPTION

The Municipality requires the Ladanna pilot retrofit and ten-facility ESPC business cases under the 2026/27 EEDSM 2.0 programme. The objectives are:

- *To reduce grid electricity consumption and demonstrate measured technology performance.*
- *To establish credible baselines and independently verified energy savings.*
- *To support local employment, municipal skills and sustainable asset operation.*

The EEDSM installations and business cases shall be:

- *technically compliant*
- *operationally suitable*
- *measurable and verifiable*
- *financially appraised*
- *and sustainable over their useful lives*

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Access to site

Access to the site can be obtained via the public streets within the perimeter of the site of works.
The ESCO shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The ESCO shall take cognisance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the ESCO.

PS3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

3.1 Ladanna Traffic Centre pilot retrofit and ten-facility ESPC business cases

The appointment includes the complete pilot works and business-case outputs described in C2.2. The following scope limits apply:

- *Install one 80 kWp carport-mounted grid-connected PV plant, including the complete mounting structure, protection and connection approvals.*
- *Replace the 715 fluorescent lighting points and 35 air-conditioning units listed in the BOQ, preserving required illumination and cooling performance.*
- *Provide baseline measurements, monitoring and independent SANAS-accredited M&V for the pilot.*
- *Complete business cases for ten municipal facilities; facilities other than the Ladanna pilot are for assessment and planning only.*
- *Commission, hand over and submit all deliverables within six months and no later than 30 June 2027, subject to GCC 2015 procedures.*

3.2 Traffic

The works are within an operating municipal traffic centre. Maintain safe public access, parking and emergency routes; agree delivery arrangements and shutdowns with the Municipality.

3.3 Nature of ground conditions and subsoil conditions

Confirm ground and existing-service conditions for the carport foundations and cable routes before construction. No geotechnical investigation is included in the tender information.

Notify unforeseen physical conditions and submit any claim in accordance with GCC 2015; keep contemporaneous records and mitigate delay.

3.4 Available selected fill materials

Provide approved commercial fill and bedding material only where required for carport foundations, cable routes and reinstatement. Include the cost in the relevant installation rates.

3.5 Climatic conditions

Allow for seasonal weather in Polokwane, safe work at height and normal weather risk in the programme.

3.6 Labour recruitment conditions

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the municipality/community.

The ESCO shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may also be required to attend the monthly PSC meetings.

It is mandatory that the ESCO shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The ESCO is referred to ***SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts.*** These specifications shall be applicable to the contract under consideration and the ESCO shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

Tender information is for pricing and scope definition. The ESCO shall prepare and obtain approval of the detailed retrofit designs before construction.

Submit coordinated design drawings, calculations and an installation programme for review, followed by as-built drawings and operating manuals at handover.

At the completion of the Contract, the ESCO shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the ESCO has control over and which is required by the Resident Engineer to complete the as built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The ESCO shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The ESCO shall also check all dimensions which are given on the drawings and inform the Engineer of any conflicting dimensions.

4.3 Responsibilities for design and construction *(Read with SANS 1921 – 1:2004 Clause 4.2)*

4.3.1 The ESCO is responsible for the design and construction of the EEDSM installations specified in the BOQ, using appropriately registered professionals.

4.3.2 The ESCO shall nominate the electrical, structural and mechanical design professionals. The Municipality shall confirm its Employer's Agent before commencement.

4.4 Planning, Programme and Method Statements *(Read with SANS1921-1:2004 clause 4.3)*

4.4.1 Preliminary programme

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

Any alternative programme must meet the six-month period and 30 June 2027 completion deadline. Statutory approvals and the baseline measurement period must be identified.

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

4.4.2 Programme in terms of GCC 2015 clause 5.6

Submit and maintain the programme under GCC 2015 clause 5.6 within the period stated in the Contract Data. Include design, baseline approval, procurement, installation, commissioning, M&V and ten-facility business-case milestones.
The following must be stated on the programme:

(a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
(b) A budget of the value of completed work, month by month, for the full contract period.
(c) The critical path.
(d) Work to be undertaken by Local ESCO (if applicable)
(e) Training Courses
(f) Schedule of plant and resources to be utilized

Time-related claims and changes to the Due Completion Date shall be dealt with under GCC 2015 clauses 5.12 and 10.1.

4.4.3 Time for Completion

The programme shall comply with the completion period and final date stated in C1.2. No alternative completion date is accepted unless formally agreed through the contract and applicable grant approvals.

4.4.4 Delay in Completion

The ESCO shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the ESCO will not be countenanced and full power is reserved by the Engineer to order the ESCO to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The ESCO will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the ESCO to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the ESCO's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the ESCO's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The ESCO shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that

it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The ESCO shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the ESCO's failure to properly manage rain and surface water, will not be considered.

4.7 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

4.7.1 Fill materials and spoil areas

Source fill from lawful approved suppliers. Excavation is limited to foundations and cable routes required for the Ladanna pilot.
The spoil sites shall be determined on site in conjunction with the Engineer and the Employer. The ESCO shall be permitted to use only those spoil areas approved by the Engineer.

Should the ESCO wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.8 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

4.8.1 Process control

The ESCO shall carry out and record inspections and tests appropriate to the civil, structural, electrical, PV, lighting and HVAC work. Include routine compliance testing in the relevant BOQ rates.

4.8.2 Acceptance control

The Employer's Agent shall witness or review acceptance tests under GCC 2015 clause 7. Independent energy M&V is a separate performance-verification obligation included in the ESCO scope.

4.9 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

4.9.1 ESCO's camp site and depot

The ESCO is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the ESCO, such site will be pointed out to the ESCO.

The ESCO shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The ESCO must ensure that all his employees as well as the employees of his Sub-Contractors are able to identify themselves as members of the construction team.

The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The ESCO shall conform to all local authority, environmental and industrial regulations.

4.9.2 Power Supply

The ESCO shall make his own arrangements concerning the supply of electrical power at the ESCO's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the ESCO must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

4.9.3 Water Supply and Sewer

The ESCO shall erect and maintain on the site proper ablution facilities. The ESCO shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

The ESCO shall make his own arrangements concerning the supply of water and sewer disposal at the ESCO's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The ESCO must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the ESCO must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the ESCO shall make his own arrangements for the possible conveyance and storage of water if necessary. The ESCO will be held responsible for any wastage of water due to negligence.

4.9.4 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site.

No housing is available for the ESCO's employees and the ESCO shall make his own arrangements to house his employees and to transport them to site.
No informal housing or squatting will be allowed.

The ESCO shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.9.5 Water for construction

The ESCO shall make his own arrangements concerning the supply of water for construction. No direct payment shall be made for the provision of water.

The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the ESCO must make his own arrangements to acquire it.

The rates tendered for the relevant items in the schedule of quantities shall include all costs for the establishment and maintenance of water supply for the works and the ESCO shall make his own arrangements for the possible conveyance and storage of water if necessary. The ESCO will be held responsible for any wastage of water due to negligence.

4.9.6 Facilities for the Engineer

A site office for the Engineer is not required.

Provide access to the project records and suitable meeting arrangements; no separate permanent office construction is included.

4.9.7 Telephone Facilities

Provide reliable telephone and electronic communication for site coordination and reporting.

4.9.8 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The ESCO shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the ESCO or his employees, the ESCO shall have them replaced by a registered land surveyor at his own cost.

4.10 Existing Services *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The ESCO shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The ESCO will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Polokwane Municipality	Sewer, water and electrical infrastructure

4.11 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.11.1 General statement

The ESCO shall provide a safe workplace and comply with the Occupational Health and Safety Act, applicable Construction Regulations and Electrical Installation Regulations, including safe isolation, lifting, work at height and public protection.

For the purpose of this contract the ESCO is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

4.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification
The Employer's health and safety requirements are set out in Section POHS of C3.3.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

(i) A documented risk assessment and safe methods for the actual retrofit works;
(ii) pro-active identification of potential hazards and unsafe working conditions;
(iii) provision of a safe working environment and equipment;
(iv) Induction and task-specific training for subcontractors, employees and visitors;
(v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
(vi) Details of competent construction management, supervision, safety personnel and statutory appointments;
(vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the applicable Construction Regulations.

The ESCO's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The ESCO will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the ESCO's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

4.11.3 Cost of compliance with the OHSA Construction Regulations

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

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

4.12 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

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

4.12.1 Natural Vegetation

Confine operations to the approved Ladanna carport footprint, equipment locations and cable routes. Protect landscaping, drainage, neighbouring property and public areas.

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

4.12.2 Fires

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

4.12.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan will be adhered to.

4.13 Contract Name board

One official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is required for this contract.

4.14 Delivery Facilities

Agree vehicle access, unloading, lifting zones and delivery times with the facility manager before delivery.

PS 5 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Polokwane Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Polokwane Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 6 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the ESCO.

Order long-lead equipment in time to meet the programme. Entitlement for delay is determined under GCC 2015 clauses 5.12 and 10.1, including the cause, notice, evidence and mitigation requirements.

Although the quantities have been carefully calculated, it must be considered as approximate only and the ESCO, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 7 EXECUTION OF THE WORKS

7.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the ESCO shall at his own cost expose the covered or hidden work for inspection. The ESCO shall also be responsible for making good any work damaged during the uncovering.

7.2 Certificate of Completion

Practical Completion, Completion and Final Approval shall be certified by the Employer's Agent in accordance with GCC 2015. The required tests, documentation and accepted deliverables must support certification.

Security and retention shall be released only in accordance with GCC 2015 clauses 6.2 and 6.10 and the applicable guarantee terms.

PS 8 EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE SPECIFICATION (*Read with SANS 1914 -5 2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) second edition 2005)*

8.1 Labour intensive competencies of supervisory and management staff

Employ competent supervisors for the actual EEDSM work. Labour-intensive activities must be safely planned and must not substitute unqualified workers for registered electrical personnel.

Supervision shall cover safe manual work, equipment handling, quality, training and employment records. The competency schedule below applies to the actual assigned duties.

Table 1: Skills programme for supervisory and management staff

Personnel	Competence	Required skills	Skills programme description
Team leader / supervisor	Task-based	Supervise safe manual activities and local labour	Induction and relevant task training
		Safe handling of PV, lighting and HVAC materials	Training matched to assigned work and recorded in the training register
		Protection of existing electrical services	
		Safe excavation and reinstatement for approved installations	
Foreman/ supervisor	Relevant trade	Supervise installation quality and safe working methods	Demonstrated experience for assigned duties
		Coordinate electrical isolation and competent installers	Trade and safety competence relevant to the approved works
		Coordinate PV, lighting and HVAC interfaces	
		Record inspections, testing and handover requirements	
Site Agent / Manager (i.e. the ESCO's most senior representative that is resident on the site)	Relevant qualification	Manage the EEDSM programme, reporting and local participation	Project management and statutory competence appropriate to the role

8.2 Employment of unskilled and semi-skilled workers in labour-intensive works

8.2.1 Requirements for the sourcing and engagement of labour.

8.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

8.2.1.2 The following employment allowances apply as scheduled in the BOQ:

a) Four students at R6,500 per student-month for six months.
b) Four EPWP labourers for six months, allowing 22 working days per month.

c) EPWP allowance: R192 per approved day, subject to any higher statutory minimum.

8.2.1.3 Tasks established by the ESCO must be such that:

a) Tasks shall be achievable within lawful working hours and the approved safe method.
b) No productivity target may override statutory hours, rest periods or safety requirements.

8.2.1.4 The ESCO must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

8.2.1.5 The ESCO shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

a) where the head of the household has less than a primary school education;
b) that have less than one full time person earning an income;
c) where subsistence agriculture is the source of income;
d) those who are not in receipt of any social security pension income

8.2.1.6 The ESCO shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
a) 55% women;
b) 40% youth who are between the ages of 18 and 25; and
c) 2% on persons with disabilities.

8.2.2 Specific provisions pertaining to SANS 1914-5

8.2.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

8.2.2.2 Contract participation goals

Implement the local-empowerment plan, including the tender requirement for at least 30% of installation work to qualifying EMEs/QSEs. Record local employment and training separately from subcontract expenditure.
The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

8.2.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

8.2.2.4 Variations to SANS 1914-5

The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the ESCO.

The schedule referred to in 5.2.2.3 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

8.2.2.5 Training of targeted labour

a) The ESCO shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake

the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

b) Include training and induction costs in BOQ item P13. Do not assume external training funding unless confirmed in writing.

c) Submit the training plan, attendance registers and proof of delivery to the Municipality with monthly reports.

d) Schedule induction and suitable on-the-job training for EPWP workers and students, with records of skills transferred and attendance.

e) The ESCO shall do nothing to dissuade targeted labour from participating in training programmes.

f) An allowance equal to 100% of the task rate or daily rate shall be paid by the ESCO to workers who attend formal training, in terms of d above.

g) Submit attendance records, wage records and evidence of training with the monthly project report.

8.3 Typical construction work to be executed applying labour intensive principles

8.3.1 Ladanna pilot activities suitable for local labour.

- Controlled hand excavation for approved cable routes and foundations where safe.
- Material handling, site housekeeping and assisting competent installation teams.
- Reinstatement, finishing and documented skills transfer.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

SABS 1200 A : CIVIL ENGINEERING CONSTRUCTION : GENERAL

PSA GENERAL (SABS 1200 A)

PSA 1 MATERIALS (Clause 3)

PSA 1.1 Standardisation mark (Clause 3.1)

Add the following to the Clause:

Provide product conformity certificates and traceable manufacturer information appropriate to each supplied item.

PSA 2 PLANT (Clause 4)

PSA 2.1 Restrictions on employee accommodation (Sub-clause 4.2)

No housing is available for the ESCO's employees. The ESCO shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the ESCO to enable him to erect his site offices, workshops and stores. Any facilities shall comply with the requirements of the local authority. The ESCO shall provide his own fencing and site security.

PSA 3 CONSTRUCTION (Clause 5)

PSA 3.1 Dealing with water (Sub-clause 5.5)

Protect excavations and electrical equipment from water. Provide temporary drainage or pumping only where necessary for the approved pilot work.

PSA 4 MEASUREMENT AND PAYMENT (Clause 8)

PSA 4.1 Fixed charge and Value Related Items (Sub-clause 8.2.1)

Replace the sub-clause with the following:

"Payment shall be a lump sum to provide for the ESCO's expenses in connection with:

(a) setting up and maintaining his organisation, camps and plant on the site;

(b) effecting the insurance's and indemnities required in terms of the General Conditions of Contract

(c) meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

Price preliminaries under the stated BOQ units and quantities. Do not redistribute the fixed student and EPWP allowances into other rates.

Any change to preliminaries arising from variations or delay shall be assessed under GCC 2015 clauses 5.12, 6 and 10.1; no blanket exclusion of entitlement applies.

Include only properly supported and certified amounts in the monthly payment statement under GCC 2015 clause 6.10.

Support establishment claims with evidence of actual mobilisation and delivery of the relevant contractual obligation.

Certify the scheduled preliminaries according to their BOQ units as follows:

(a) Monthly items: approved provision during the certified period.

(b) Sum items: completion of the relevant service or agreed measurable milestone.

(c) Students and EPWP: actual approved person-months or person-days, supported by employment and payment records.

PSA 4.2 Time-Related Items (Sub-clause 8.2.2)

Replace this sub-clause with the following:

Monthly preliminaries shall be certified against the tendered rates and actual approved service, with adjustments only as permitted under GCC 2015.

Any additional payment associated with an extension of time shall be determined under GCC 2015 clauses 5.12 and 10.1.

Avoid duplicate recovery of costs already included in another BOQ item or certified claim.

PSA 4.3 Exposing of existing services (add the following Sub-clause 8.9)

Add the following new pay item:

Item:

Exposure of existing services: included in the relevant installation item unless a written variation is instructed.

Include safe locating, exposure, protection, backfilling and reinstatement of existing services in the relevant installation rates. Any additional work shall be instructed and valued under GCC 2015 clause 6.

Keep records of service locations and notify discrepancies before proceeding.

Note: The ESCO must provide sufficient supervision over labourers when services are exposed.

PSA 4.4 Occupational Health and Safety (add the following Sub-clause 8.10)

The following safety activities are included in the relevant BOQ safety items:
Item:
Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

a) Complete "Notification of Construction" form and submit Unit: Sum
b) Prepare a Health and Safety Plan for compliance with all the requirements of the OHS Act and the applicable Construction Regulations and submit to the engineer Preparation of a Health & Safety Plan Unit: Sum
c) Compilation of a Risk Assessment prior to Construction Unit: Sum
d) Health & Safety induction Training of employees Unit: Sum
e) Compilation and keeping up to date the Health & Safety plan and file which shall include all documentation required in terms of the act, over the entire construction period Unit: Sum

Include all required safety services, personnel, equipment and records in BOQ items P6 to P8 as applicable. Certify completed services without duplicate payment.

PSA 4.5 Facilities for Engineer (Fixed Charge) (Sub-clause 8.3.2.1)

PSA 4.5.1 Furnished office (Sub-clause 8.3.2.1 a)

Add the following to the pay item:

No office will be required for the Engineer.

PSA 4.6 Facilities for Engineer (Time Related) (Sub-clause 8.4.2.1)

PSA 4.6.1 Furnished office (Sub-clause 8.4.2.1 a)

Add the following to the pay item:

No office will be required for the Engineer.

PSA 4.6.2 Survey assistant and materials (Sub-clause 8.4.2.1 d)

Add the following to the pay item:

Provide competent setting-out and inspection support where required for the approved carport and cable works; include the cost in the relevant rates.

SABS 1200 D : CIVIL ENGINEERING CONSTRUCTION : EARTHWORKS

PSD1 SPECIFICATION FOR SOLAR PV AND CARPORT WORKS

PSD1.1 SCOPE

Provide the complete 80 kWp carport-mounted, grid-connected solar PV plant at Ladanna Traffic Centre under BOQ item A1. The scope includes design, foundations, structure, modules, inverter equipment, cabling, protection, metering, monitoring, commissioning and handover.

PSD1.2 GENERAL

Confirm the parking layout, shading, ground conditions, existing services and electrical connection point before final design. Obtain municipal and distributor approvals required for the proposed connection.

Provide signed structural and foundation designs, wind-load calculations, corrosion protection and safe vehicle clearances. Maintain accessible parking and public circulation during construction.

Select compatible modules, inverter inputs and string configurations. Submit DC voltage checks, current ratings, cable calculations, voltage-drop calculations and protection coordination.

Provide AC and DC isolation, overcurrent and surge protection, earthing, bonding, signage and safe access. The inverter shall provide the required grid-interface and anti-islanding functions.

PSD1.3 USE OF APPROVED EQUIPMENT

Submit manufacturer data, test certificates, local support details and warranties before ordering. Any equivalent must meet the approved output and compliance requirements.

The 80 kWp rating refers to installed module DC capacity at standard test conditions. State the proposed inverter AC rating and justify the DC/AC arrangement.

No battery system is included in the specified pilot BOQ. Any proposed scope change requires formal approval and valuation under GCC 2015.

PSD1.4 TAKING AND TESTING OF SAMPLES

Inspect equipment on delivery and record model and serial numbers. Keep factory conformity evidence and records of damaged or rejected components.

Complete pre-energisation tests, polarity and continuity checks, insulation checks, protection settings and functional tests using competent personnel and calibrated instruments.

Obtain distributor permission before grid connection. Demonstrate monitoring, communications, energy measurement and safe shutdown during witnessed commissioning.
Submit the electrical Certificate of Compliance and applicable PV commissioning records with the handover pack.
PSD1.5 MEASUREMENT AND PAYMENT

Price one complete compliant plant in BOQ item A1. Include the entire carport, foundations, connections, approvals, protection and monitoring; do not price the same costs twice.

PSD1.6 DELIVERY AND HANDLING

Protect modules, inverters and steelwork during transport and storage. Use approved lifting methods and maintain traceability.

All delivery, handling and rigging costs are included in the relevant rates.

PSD1.7 ACCEPTANCE OF INSTALLATIONS

The acceptance schedule below records the minimum evidence to be provided before handover. It does not replace the full technical requirements or the independent M&V obligations.

TABLE 1

	INSTALLATION ACCEPTANCE EVIDENCE	
	REQUIREMENT	EVIDENCE
PV array	**80 kWp DC**	**Design / serials**
Carport	**Approved design**	**Inspection**
Protection	**Approved settings**	**Test records**
Metering	**Data available**	**Validation**
Handover	**Complete pack**	**Acceptance**

Measurement and payment

Certify approved work under the relevant BOQ item and GCC 2015 clause 6.10.

Any instructed change shall be recorded and valued under GCC 2015; no extra payment follows solely from a different installation method.

Record the completed equipment, installation quantities and agreed milestone values in the payment statement.

Independent M&V shall distinguish electricity-demand reduction from PV generation and avoid double counting savings.

PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION PC TRIMMING OF SITE

SECTION PD MAINTENANCE

SECTION PE CONTINGENCIES

SECTION PF ENERGY EFFICIENCY AND PERFORMANCE WORKS

SECTION POHS OHSA 1993 SAFETY SPECIFICATION

PC TRIMMING OF SITE

PC1 SCOPE

This work shall consist of the finishing of the entire site affected by the ESCO's operations before the issue of the Completion Certificate.

PC2 REQUIREMENTS

After completion of the work covered by this Contract, the entire area affected by the ESCO's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Use safe finishing methods appropriate to the work and protect completed equipment and the operating facility.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from clearing operations shall be disposed of and the area affected by the ESCO's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the ESCO in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

PC3 MEASUREMENT AND PAYMENT

Site finishing and clearance are included in the relevant installation and preliminaries items; payment is administered under GCC 2015 clause 6.10.

PD MAINTENANCE

PD1 MAINTENANCE DURING CONSTRUCTION

Care of the works, damage and risk allocation during construction shall follow GCC 2015 clause 8. Protect installed equipment and promptly make good damage for which the Contractor is responsible.

PD2 MAINTENANCE OF COMPLETED WORK

Periods of Maintenance

The Defects Liability Period is twelve months, applied in accordance with GCC 2015 and the Contract Data. Manufacturer warranties shall be handed over in addition to contractual defect obligations.

PD2.1 Work during Period of Maintenance

Remedy defects for which the Contractor is responsible under GCC 2015 clause 7.8 and the applicable completion provisions.

PD3 MEASUREMENT AND PAYMENT

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payment is made in terms of this Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.

Release retention under GCC 2015 clause 6.10.5 and the Contract Data.

PE CONTINGENCIES

PE1 CONTINGENCIES

No contingency is payable automatically. Any instructed additional work requires the applicable approvals and shall be valued under GCC 2015 clauses 6.3 and 6.4.

PF ENERGY EFFICIENCY AND PERFORMANCE WORKS

PF 01 SCOPE

Provide the lighting, HVAC, metering, independent M&V and business-case outputs specified in the EEDSM BOQ. Work at other facilities is limited to assessments, audits, financial modelling and planning.

PF 02 GENERAL STANDARD SPECIFICATIONS

Apply the relevant electrical, lighting, HVAC and M&V standards listed in C3.1. The contract conditions are GCC 2015; technical standards do not replace the contractual conditions.

PF 03 LIGHTING RETROFIT

Replace the fluorescent lamps listed in BOQ items A2 to A9 with the stated LED equivalents: 14 x 10 W; 22 x 18 W; 8 x 18 W; 291 x 18 W; 67 x 18 W; 180 x 24 W; 4 x 24 W; and 129 x 24 W. Total: 715 points.

Confirm compatibility, required illumination, glare, colour quality, switching and safe wiring before procurement. Remove or bypass incompatible control gear as required by the approved design and manufacturer.

Record the existing and replacement asset quantities and measured input powers. Safely recover and dispose of fluorescent lamps and other removed equipment through approved waste channels.

PF 04 HVAC RETROFIT

Replace three 8.2 kW-input units with approximately 7.5 kW-input inverter units, one 3.0 kW-input unit with approximately 2.0 kW input, and thirty-one 1.17 kW-input units with approximately 0.88 kW input, as listed in BOQ items A10 to A12.

These are indicative electrical input powers, not cooling-capacity ratings. Verify required cooling duty, efficiency, operating conditions, refrigerant, installation constraints and electrical supply before selection.

Include removal, refrigerant recovery, pipework and drain alterations, supports, electrical connections, controls, commissioning and user instruction necessary for a complete functioning installation.

PF 05 METERING AND INDEPENDENT M&V

Appoint an independent SANAS-accredited M&V agent, or provide the binding appointment commitment required by the tender. Establish the pre-retrofit baseline before equipment removal.

Agree measurement boundaries, historical-data quality, baseline adjustments, metering intervals, operating-hours assumptions and the applicable IPMVP method before implementation.

Meter grid import and PV generation and collect the data needed to verify lighting and HVAC performance. Record baseline and reporting-period conditions and adjustments, with an auditable calculation trail.

Include the pilot metering hardware and monitoring in the relevant installation rates; include the independent M&V plan, agent services and performance reports under B2 and B3. Avoid double counting.

PF 06 BUSINESS-CASE DEVELOPMENT

Confirm the register of ten municipal facilities with the Municipality at inception. Complete audits, baseline confirmation, conservation-measure options, costs, savings and implementation priorities for each facility.

Prepare full-life financial models covering NPV, IRR, simple and discounted payback, tariff escalation, degradation where relevant, operations, maintenance, replacement costs, sensitivities and downside scenarios.

Appraise Shared Savings and viable fallback financing structures, funding sources, proposed savings allocation, performance guarantees and risk allocation. Assess affordability and the applicable municipal approval pathway.

Include socio-economic impact, local content, capacity building and implementation readiness. Submit final bankable business cases, draft commercial and performance schedules and a municipal presentation and approval pack.

Any future ESPC implementation is subject to separate procurement, budget and approvals. This appointment confers no preferential right, exclusivity or commitment to award.

PF 07 MEASUREMENT AND PAYMENT

Certify accepted retrofit work and business-case deliverables under the relevant BOQ items and GCC 2015 clause 6.10. Pilot payments are not deductions from future measured savings.

Complete and submit the agreed outputs within the contract period and no later than 30 June 2027. Identify any data limitations and resulting uncertainty explicitly in the business cases.

SECTION POHS: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

POHS.1 SCOPE

This specification covers the health and safety requirements to be met by the ESCO to ensure a continued safe and healthy environment for all workers, employees and Sub-Contractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the applicable Construction Regulations, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the ESCO as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the applicable Construction Regulations.

This safety specification and the ESCO's own Safety Plan as well as the applicable Construction Regulations, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting PV modules, steelwork and HVAC equipment at the carport and buildings.
- Foundation and cable excavations near buried services and occupied areas.
- Electrical shock, arc hazards, DC circuits and inadvertent energisation.
- Vehicle movements, lifting zones and public access within the operating traffic centre.
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falls and falling tools or materials during work at height.
- Structural or fixing failure, refrigerant handling and removal of old lamps.
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the ESCO which are not necessary covered in the above.

POHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

(a) **Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "client" as defined in the**

applicable Construction Regulations. "Employer" and "client" is therefore interchangeable and shall be read in the context of the relevant document.

(b) The appointed ESCO is the Contractor for purposes of GCC 2015.

For statutory safety purposes, the appointed ESCO performs the role of principal contractor and its subcontractors perform their respective contractor roles.

For the purpose of this contract the **ESCO** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) "Engineer" in this document means the Employer's Agent under GCC 2015. A statutory health and safety agent requires a separate appropriate appointment.

POHS.3 TENDERS

The ESCO shall submit the following with his tender:

(a)a draft Health and Safety Plan as stipulated in the applicable Construction Regulations. The Safety Plan must be based on the applicable Construction Regulations and will be subject to approval by the Employer;

(b)a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the applicable Construction Regulations;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the ESCO will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

POHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Before commencement, determine and comply with the applicable construction-work permit and notification requirements under the Construction Regulations. Submit the prescribed documents for the actual planned work.

(a) Include the project scope, site, parties and planned dates.
(b) Identify work at height, excavations, lifting and electrical hazards.
(c) Confirm the duration, workforce and work value for statutory screening.
(d) Obtain any required permit before the relevant construction starts.
(e) Submit any required notification within the prescribed period.

Use the current prescribed statutory forms and retain the submitted documents and acknowledgements in the safety file.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

POHS.5 RISK ASSESSMENT and SAFETY PLAN

5.1 Risk assessment

Before commencement of any construction work during the construction period, the ESCO shall have a risk assessment performed and recorded in writing by a competent person.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, Sub-Contractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the ESCO.

6.1 Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

POHS.6 APPOINTMENT OF EMPLOYEES AND SUB-CONTRACTORS

6.1 Health and Safety plan

The ESCO shall appoint his employees and any Sub-Contractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The ESCO shall ensure that all Sub-Contractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The ESCO shall ensure that all employees under his control, including Sub-Contractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No

visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The ESCO shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

POHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

Appoint competent construction management and supervision in writing as required for the project under the applicable Construction Regulations.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Provide appropriately competent and registered safety personnel where required by the Construction Regulations and the project risk assessment.

Provision shall be made by the ESCO in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the ESCO, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

Provide the number of health and safety representatives required by the Occupational Health and Safety Act for the workplace.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the ESCO), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (ESCO) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

Establish the required health and safety committee arrangements under the Occupational Health and Safety Act and record appointments and meetings.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the ESCO and the inspector, and to make recommendations regarding health and safety to the ESCO and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the ESCO has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

(a) Risk assessment and induction training as described in the applicable Construction Regulations;
(b) Fall protection as described in the applicable Construction Regulations;
(c) Formwork and support work as described in the applicable Construction Regulations;
(f) Excavation work as described in the applicable Construction Regulations;
(g) Demolition work as described in the applicable Construction Regulations;
(h) Scaffolding work as described in the applicable Construction Regulations;
(i) Suspended platform operations as described in the applicable Construction Regulations;
(j) Material hoists as described in the applicable Construction Regulations;
(k) Batch plant operations as described in the applicable Construction Regulations;

(l) Explosive powered tools as described in the applicable Construction Regulations;

(m) Cranes as described in the applicable Construction Regulations;
(n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in the applicable Construction Regulations;

(o) Control of all temporary electrical installation on the construction site as described in the applicable Construction Regulations;
(p) Stacking and storage on construction sites as described in the applicable Construction Regulations; and
(q) Inspections of fire equipment as described in the applicable Construction Regulations.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

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

POHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the ESCO is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and Sub-Contractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA 1993 applicable Construction Regulations;
(b) A copy of this Health and Safety Specification;
(c) A copy of the ESCO's Health and Safety Plan (applicable Construction Regulations);
(d) A copy of the Notification of Construction Work (applicable Construction Regulations);
(e) A health and safety file in terms of the applicable Construction Regulations with inputs by the Construction Safety Officer (applicable Construction Regulations);
(f) A copy of the risk assessment described in the applicable Construction Regulations;
(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in the applicable Construction Regulations;
(h) Drawings pertaining to the design of structures (applicable Construction Regulations) and formwork and support work structures (applicable Construction Regulations) must be kept on site;
(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (applicable Construction Regulations);
(j) A copy of the certificate of the system design for suspended platforms (applicable Construction Regulations);
(k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (applicable Construction Regulations);
(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (applicable Construction Regulations);
(m) A record of any repairs to or maintenance of a batch plant must be kept on site (applicable Construction Regulations);
(n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (applicable Construction Regulations);
(o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (applicable Construction Regulations).

POHS.9 ESCOS RESPONSIBILITIES

For this contract the ESCO will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the ESCO has the status of employer in his own right in respect of the contract. The ESCO is therefore

responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the applicable Construction Regulations.

Before commencement of work under the contract, the ESCO shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The ESCO's duties and responsibilities are clearly set out in the applicable Construction Regulations, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the ESCO of any of his duties and responsibilities in terms of the Construction Regulations.

(a)ESCO's position in relation to the Employer (Client) (applicable Construction Regulations)

In accordance with the applicable Construction Regulations, the ESCO shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b)The Principal Contractor and ESCO (applicable Construction Regulations)

The ESCO shall perform the duties of principal contractor and ensure compliance by its subcontractors under the applicable Construction Regulations.

Appoint subcontractors in writing and obtain suitable documented health and safety plans before their work starts. Review compliance and coordinate the plans with the project safety file.

(c)Supervision of construction work (applicable Construction Regulations)

The ESCO shall appoint the safety and other personnel and employees as required in terms of the applicable Construction Regulations and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the ESCO from any of the obligations under the applicable Construction Regulations.

(d)Risk assessment (applicable Construction Regulations)

The ESCO shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The ESCO shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including Sub-Contractors under his control, are

informed and trained by a competent person regarding health hazards and related work procedures.

No Sub-Contractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in the applicable Construction Regulations.

(e)Fall protection (applicable Construction Regulations)

Fall protection, if applicable to this contract shall comply in all respects with the applicable Construction Regulations.

(f)Structures (applicable Construction Regulations)

The ESCO will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.
In addition the ESCO shall comply with all aspects of the applicable Construction Regulations.

(g)Formwork and support work (applicable Construction Regulations)

The ESCO will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of the applicable Construction Regulations shall be followed in every detail.

(h)Excavation work (applicable Construction Regulations)

It is essential that the ESCO shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The ESCO shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the ESCO from any of his duties and responsibilities under the applicable Construction Regulations.

(i)Demolition work (applicable Construction Regulations)

Whenever demolition work is included in a contract, the ESCO shall comply with all the requirements of the applicable Construction Regulations. The fact that a competent person has to be appointed by the ESCO does not relieve the ESCO from any of his responsibilities in respect of safety of demolition work.

(j) Work boundaries

Keep all work within the approved retrofit boundaries and control access to unsafe areas.

(k)Scaffolding (applicable Construction Regulations)

The ESCO shall ensure that all the provisions of the applicable Construction Regulations are complied with.

(l)Suspended platforms (applicable Construction Regulations)

Wherever suspended platforms will be necessary on any contract, the ESCO shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The ESCO shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with the applicable Construction Regulations.

(m) Access equipment

Use inspected access equipment suitable for the task, with competent operators and an approved rescue arrangement where required.

(n)Material Hoists (applicable Construction Regulations)

Wherever applicable, the ESCO shall comply with the provisions of the applicable Construction Regulations to the letter.

(o) Concrete for carport foundations

Use controlled concrete supply and placement methods for the approved foundations; record inspections and protect workers from plant movements.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p)Explosive powered tools (applicable Construction Regulations)

The ESCO shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of the applicable Construction Regulations are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q)Cranes (applicable Construction Regulations)

Wherever the use of tower cranes becomes necessary, the provisions of the applicable Construction Regulations shall be complied with.

(r)Construction vehicles And mobile plant (the applicable Construction Regulations

The ESCO shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of the applicable Construction Regulations.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s)Electrical installation and machinery on construction sites (applicable Construction Regulations)

The ESCO shall comply with the applicable Electrical Installation Regulations and Electrical Machinery Regulations. Locate existing cables, implement safe isolation and obtain the required inspection and compliance records before energisation.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the ESCO of his responsibility for the health and safety of all workers and persons on site in terms of the applicable Construction Regulations.

(t)Use of temporary storage of flammable liquids on construction sites (applicable Construction Regulations)

The ESCO shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of the

applicable Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Weather and wet conditions

Suspend unsafe work at height or electrical work during hazardous weather and protect equipment against water ingress.

(v)Housekeeping on Construction sites (applicable Construction Regulations)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of the applicable Construction Regulations.

(w)Stacking and storage on construction sites (applicable Construction Regulations)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of the applicable Construction Regulations shall apply.

(x)Fire precautions on construction sites (applicable Construction Regulations)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with the applicable Construction Regulations.

(y)Construction welfare facilities (applicable Construction Regulations)

The ESCO shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of the applicable Construction Regulations.

(z)Non-compliance with the applicable Construction Regulations

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The ESCO, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Non-compliance shall be dealt with under the applicable statutory enforcement provisions and GCC 2015 where contractual remedies arise.

***The ESCO is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations*.**

POHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that ESCOs, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the ESCO's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the ESCO's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

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

PG GENERIC LABOUR-INTENSIVE SPECIFICATION

The following labour-intensive requirements apply only to suitable activities within the approved EEDSM installations. Safety, electrical competence and the approved method statements govern the choice of manual or mechanical methods.

PG1 SCOPE

This specification covers safe manual activities associated with the Ladanna pilot:

Apply it to the following where included in the approved installation design:
a) Shallow cable routes and foundation excavation where safe;
b) Material handling, cleaning and reinstatement;

c) Assistance to qualified installers under competent supervision.

PG2 PRECEDENCE

These requirements supplement the EEDSM Scope of Work. Statutory safety duties and GCC 2015 contractual provisions remain applicable.

PG3 HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

a) granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:
1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		**COHESIVE MATERIALS**	
CONSISTENCY	**DESCRIPTION**	**CONSISTENCY**	**DESCRIPTION**
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be molded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be molded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

PG4 TRENCH EXCAVATION

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PG5 COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

a) to 90% Proctor density;
b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PG6 EXCAVATION

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PG7 CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

PG8 SHAPING

All shaping shall be undertaken by hand.

PG9 LOADING

Use manual loading only where the load, team capacity and risk assessment permit; mechanically lift heavy equipment.

PG10 HAUL

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PG11 OFFLOADING

Offload equipment in accordance with its weight, manufacturer instructions and approved lifting plan.

PG12 SPREADING

Spread reinstatement material by safe manual methods where practicable.

PG13 COMPACTION

Small areas may be compacted by hand provided that the specified compaction is achieved.

PG14 GRASSING

All grassing shall be undertaking by sprigging, sodding, or seeding by hand.

PG15FINISHING AND REINSTATEMENT

Restore paving and disturbed surfaces only where affected by the approved carport or cable works.

Use safe transport and handling methods appropriate to the material and distance.

Complete reinstatement to match the existing surface and approved installation details.

PG16 MANUFACTURED ELEMENTS

Handle manufactured components within safe lifting limits. Use suitable lifting equipment for modules, inverters, HVAC units, steelwork and precast components; no person shall be required to handle an unsafe load.

PART C4 : SITE INFORMATION

C4.1: LOCALITY PLAN

C4.2: BID DRAWING

N/A

POLOKWNAE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C4: SITE INFORMATION

C4.1: LOCALITY PLAN

1. Pilot retrofit Project			
Facility	**Municipal ward**	**Latitude**	**Longitude**
Ladanna Traffic Centre	23	23°53'16"S	29°27'47"E
2. Business Case Development			
Facility	**Municipal ward**	**Latitude**	**Longitude**
Polokwane Wastewater Treatment Plant	23	23°51'48.6"S	29°26'36"E
Aganang Municipal Offices	45	23°40'40"S	29°07'46"E
Civic Centre	22	23°54'48"S	29°27'09"E
Old Peter Mokaba Stadium	22	23°55'23"S	29°27'47.6"E

Jack Botes Hall and Council Chamber	22	23°54'48"S	29°27'09"E
Dalmada Purification Plant	20	23°53'58"S	29°30'50.8"E
Westenburg Library	19	23°54'14"S	29°25'45.7"E
Nirvana Library	19	23°54'55"S	29°26'24.9"E
Seshego Wastewater Treatment Plant	17	23°49'51.2"S	29°23'57.6"E

Figure 1: Ladanna Traffic Centre

POLOKWNAE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF AN ENERGY SERVICES COMPANY (ESCO) FOR THE IMPLEMENTATION OF THE 2026/27 EEDSM 2.0 GRANT FUNDED LADANNA TRAFFIC CENTRE PILOT RETROFIT AND DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT (ESPC) BUSINESS CASE: SHARED SAVINGS MODEL

C4: SITE INFORMATION

1. Pilot retrofit Project			
Facility	**Municipal ward**	**Latitude**	**Longitude**
Ladanna Traffic Centre	**23**	**23°53'16"S**	**29°27'47"E**

Figure 2: Ladanna Traffic Centre

C4.2 BID DRAWING

N/A