



DEPARTMENT OF UTILITIES MANAGEMENT SERVICES

TENDER NUMBER: UMS (E) 10/2021

FOR APPOINTMENT OF A PANEL OF CONTRACTORS WITH CIDB GRADING OF 7EP OR 6EP PE FOR THE
SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV)
STRUCTURES AND EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Central Supplier Database Number	MAAA:.....
Tax Compliance Status (TCS) Pin Number	
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:
Tender Amount carried from Form of Offer (incl VAT)	Not Applicable (Rates Only) R (incl VAT)
CIDB Grading & CRN No	

Prepared for:

Mogale City Local Municipality
P O Box 94
Krugersdorp
1740

Prepared By:

Mogale City Local Municipality,
Department of Utilities Management Services
P O Box 94
Krugersdorp
1740

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Note: The Tenderer must ensure that the documents he received are complete, as neither the Client nor the Engineer will accept any responsibility for any problem that may occur as a result of incomplete documentation

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 10/2021

TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender



THE TENDER

T1: TENDERING PROCEDURES

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 10/2021

TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

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T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY

BID NUMBER:	UMS (E) 10/2021	CLOSING DATE:	23 MARCH 2021	CLOSING TIME:	11H00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER(S) FOR SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS				

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

Mogale City Civic Centre

Corner Commissioner and Market Streets

Mogale City

Krugersdorp

1740

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	

MOGALE CITY LOCAL MUNICIPALITY
TENDER NO: UMS (E) 10/2021
TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
Part T1: Tendering Procedures
T1.1 Tender Notice and Invitation to Tender

E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	NOT APPLICABLE	TOTAL BID PRICE	NOT APPLICABLE
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	Supply Chain Management	DEPARTMENT	Utilities Management Services
CONTACT PERSON	Ofentse Matsose	CONTACT PERSON	Attie Pretorius
TELEPHONE NUMBER	011 951 2014/2177/2541 / 065 906 9976	TELEPHONE NUMBER	071 860 7918
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Ofentse.matsose@mogalecity.gov.za	Attie.pretorius@mogalecity.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. Pricing information must be submitted in both Hard Copy and Electronic Copy provided in the Tender</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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:

MOGALE CITY LOCAL MUNICIPALITY**TENDER NO: UMS (E) 10/2021****TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS****Part T1: Tendering Procedures****T1.1 Tender Notice and Invitation to Tender**

ADVERTISED IN	: The Star
PUBLISHING DATE	: 15/02/2021
TENDER NO	: UMS (E) 10/2021

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Department of Utilities Management Services (UMS): Electricity Division

TENDER NO: UMS (E) 10/2021

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 7 EP or 6 EP PE OR HIGHER FOR SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **70 points** of which the contractor is required to score the minimum of **45 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **20 points for attaining the BBEE status level of contribution** in accordance with the table below:

B-BEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Technical Enquiries:	Attie Pretorius or Petrus Makgamatha	Tel:	071 860 7918 071 860 7914
Tender Documents:	Ofentse Matsose	Tel:	011 951 2177/2541/2014

Documents available: As from **17/02/2021** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: 23/03/2021**Time: 11H00****Tender Box**

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

COMPULSORY TENDER DOCUMENTS:

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin.

Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin

2. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.

3. copies of directors ID.

4. Copy of latest municipal account which is not more than 3 months old at the time of closing.

5. The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.

6.1 If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.

6.2 If the business operates from the different address as per CIPC document, affidavit must be provided

7 Central Supplier Database (CSD) registration summary report

8 Completed and Signed Schedule of Quantities as well as the electronic copy of the schedule

9 Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.

10 MBD 1: Invitation to tender

11 MBD 4. Declaration of Interest.

12 MBD 6.1 Preferential Points

13 MBD 8: Declaration of bidders past supply chain management practices

14 MBD 9: Certificate of independent bid determination.

15 List of Returnables: T2.2

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 20 points for BBBEE.
6. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
7. A panel of three Contractors at most will be appointed for the Tender at an average price of their Best and Final Offer.
8. No late tender will be evaluated. They may be evaluated only after there are no recommended Tenderers after evaluation.
9. Telefax or e-mail tenders will not be accepted.
10. Tenders may only be submitted on the bid documents as provided by Mogale City. The use of Tipp-Ex or Tipp-Ex like material is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original tender document
11. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
12. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
13. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 10/2021

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

14. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
15. The validity period for this tender is ninety (90) days.
16. A Corporate social responsibility contribution of one (1) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
17. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
18. All tender prices must be inclusive of VAT.
19. The bid will be evaluated on an 80/20 principle where 80 points will be pricing and 20 points is BBBEE component.
20. Tender documents may be downloaded from e-tender portal at **www.etenders.gov.za** as well as **www.mogalecity.gov.za**

MR PRINGLE RAEDANI
MUNICIPAL MANAGER

T1: TENDERING PROCEDURES**T1.2 Tender Data**

The conditions of tender are the standard conditions of tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 12 of 2009, Government Gazette No 38960 of 10 July 2015 of Construction Industry Development Board (CIDB) Standard for Uniformity in construction Procurement

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross- referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause	Description
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures.</p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents.</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Check List</p> <p>T2.3 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Forms of Securities</p> <p>Part C2: Pricing Data</p>

Clause	Description				
	C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3.1 Description of Works C3.2 Project Specifications C3.3 Safety Health and Environmental Specifications C3.4 Quality Management Specifications Part C4: Site Information C4 Site Information				
F1.3	Interpretation <p>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 tender conditions.</p>				
F.1.4	The Employer's Agent is: Name: Mr Given Masuku: Manager : Energy Services of Department of Utilities Management Services (UMS)				
	<table> <tr> <th>Physical Address</th><th>Postal Address</th></tr> <tr> <td></td><td> PO Box 94 KRUGERSDORP 1760 </td></tr> </table>	Physical Address	Postal Address		PO Box 94 KRUGERSDORP 1760
Physical Address	Postal Address				
	PO Box 94 KRUGERSDORP 1760				
F.1.6.1	Reject or accept <p>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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>				
F.2.1	Eligibility <p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7 EP class or 6EP PE electrical engineering, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; 				

Clause	Description		
	<p>2. the lead partner has a Contractor grading designation in the 7 EP or 6EP PE class electrical engineering; and</p> <p>3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 EP OR 6EP PE class electrical engineering or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</p>		
F.2.2	<p>Compensation of tendering</p> <p>The Tenderer must 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.</p>		
F.2.3	<p>Check documents</p> <p>The Tenderer must Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission in writing.</p>		
F.2.4	<p>Confidentiality and copyright</p> <p>The Tenderer must Treat as confidential all matters arising in connection with this tender, Use this copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>		
F.2.5	<p>Reference documents</p> <p>The Tenderer shall 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.</p>		
F2.6	<p>Acknowledge Addenda</p> <p>The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>		
F.2.7	<p>The arrangements for a compulsory briefing meeting are:</p>		
	<table> <tr> <td> <p>Date: NO BRIEFING SESSION</p> <p>Starting time: N/A</p> </td><td> <p>Location: Mayors Parlor Of Mogale City Municipal Offices, Corner Commissioner & Market, KRUGERSDORP</p> </td></tr> </table>	<p>Date: NO BRIEFING SESSION</p> <p>Starting time: N/A</p>	<p>Location: Mayors Parlor Of Mogale City Municipal Offices, Corner Commissioner & Market, KRUGERSDORP</p>
<p>Date: NO BRIEFING SESSION</p> <p>Starting time: N/A</p>	<p>Location: Mayors Parlor Of Mogale City Municipal Offices, Corner Commissioner & Market, KRUGERSDORP</p>		
F.2.10	<p>Pricing the tender</p> <p>State the rates and prices in Rand.</p>		
F.2.11	<p>Alterations to documents;</p>		

Clause	Description
	<p>The Tenderer must take note of the following;</p> <ul style="list-style-type: none"> a) "No alterations, additions and reductions must be made to the tender document issued by the employer. b) No document must be unbounded or unbundled and other documents which were not part of the document added. c) All additional documents not requested by the employer and the tenderer deem necessary that they might be important, they must be placed in a separate enveloped and be clearly marked "Optional Additional Documents" d) All signatories to the tender offer shall initial all alterations. Alterations shall be done through a single line strike through and new information appended next to the alteration. e) Erasures and the use of masking fluid are prohibited. f) The tender document must be completed with non-erasable Black Ink,
F.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be accepted.</p>
F2.13.3	Only Tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
F.2.13.6	Details of compulsory site briefing are as stipulated above
	Tender no & description: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
	Closing date and time: Closing date: 26/01/2021 Closing Time: 11H00
	Location of Tender box: Foyer of Supply Chain - Mogale City Municipal Offices.
	Physical address: Corner Commissioner and Market Street, KRUGERSDORP 1760
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Clause	Description
F.2.14	The Tenderer must 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.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender validity period MUST BE valid for a period of 90 calendar Days after the Tender Submission Closing Date.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from an appointment date in accordance with a format included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> a) B-BBEE status level certificate b) Proof of Municipal Account statement c) a valid Tax Clearance Certificate issued by the South African Revenue Services; and d) an original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. e) In case of Joint Venture – the Joint Venture Agreement. f) Any other required documents
F.3.3.	All tenders received late may only be considered after the evaluation of the responsive Tenders and it is found that there is no suitable bidder for the Tender amongst the responsive Tenderers, Late Tenders will be regarded as unresponsive..
F.3.4	<p>The time and location for opening of the Tender offers are:</p> <p>Time 11H00</p> <p>Location: Mogale City Municipal Offices, Supply Chain Foyer, KRUGERSDORP 1760 (Depending on the availability of this the venue kindly first assemble in the civic center foyer where after the venue will be indicated by supply chain personnel)</p>
F.3.9.	Arithmetical errors, omissions and discrepancies;

Clause	Description
	"The amount in words that the tenderer carried forward to the form of Offer and Acceptance shall remain the final tender Offer to be considered by the employer for evaluation and acceptance"
F.3.9.1.	"Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern."
F.3.9.2.	<p>The following criteria will be used to check arithmetic errors</p> <ul style="list-style-type: none"> a) The gross misplacement of the decimal point in any unit rate; b) Omissions made in completing the pricing schedule or bills of quantities; or c) Arithmetic errors in; d) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or e) The summation of the prices.
F.3.9.3	<p>Arithmetic errors will be corrected as follows;</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules 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. b) 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."
F3.11	<p>Award of Tenders</p> <p>The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the MOGALE CITY LOCAL MUNICIPALITY and The Standard Conditions of Tender as contained in Annexure F of June 2015 edition of the CIDB Standard for Uniformity in Construction Procurement.</p>
F.3.11.1	<p>Evaluation of Tenders</p> <p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.</p> <p>Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.</p>

Clause	Description
	<p>The following steps will be followed during evaluation:</p> <ul style="list-style-type: none"> a) Determination of whether or not tender offers are complete. b) Determination of whether or not tender offers are responsive. c) Determination of whether or not tenderers meet functionality requirements. d) Determination of the reasonableness of the tender offer e) Confirmation of the eligibility of preferential points claimed by tenderers. f) Awarding of points for financial offer. g) Ranking of tenderers according to the total points (Financial + Preferential) accumulated. h) Performance of risk analysis by checking the credit record of the tenderers. i) The three highest scoring tenders on PPPFA will be appointed
F.3.11.3	<p>Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution.</p> <p>The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to “scope of work”.</p> <p><u>FUNCTIONALITY EVALUATION CRITERIA</u></p> <p>Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage:</p> <ol style="list-style-type: none"> 1. Failure to achieve the minimum total score of 45 points out of 70 points 2. Failure to score the minimum points in <u>each</u> Criteria section listed in the table below. 3. If the bidder achieves a total score equal to or above the minimum of 45 points but fails to reach the minimum points stipulated for each criteria, the bid will be deemed as non-compliant and will be rejected. 4. The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications. 5. If any criterion is rated zero, the tenderer will be rejected, even if the 45 out of 70 points are achieved.

Clause	Description																				
	<p>6. Non-compliant bidders will be rejected after this phase and not continue to price scoring.</p> <p>7. These criteria shall only determine whether a tenderer will further be evaluated and will not influence the points scored on Price.</p>																				
F.3.11.2	<p>(a) Scoring: Financial Offer.</p> <p>The scoring on the financial offer will be as follows;</p> $P_s = 80 \times \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where;</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Rand value of offer / tender for consideration</p> <p>P_{min} = Rand value of the lowest acceptable tender</p> <p>(b) Scoring B-BBEE Status Level</p> <table border="1"> <thead> <tr> <th>B-BBEE Level</th><th>80/20</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>19</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-Compliant Contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Level	80/20	1	20	2	18	3	19	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Level	80/20																				
1	20																				
2	18																				
3	19																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
F3.11.12	N/A																				
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.																				
F.3.19	The additional conditions of Tender are:																				

MOGALE CITY LOCAL MUNICIPALITY

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Part T1: Tendering Procedures

T1.2 Tender Data

Clause	Description
	<ul style="list-style-type: none"> a) MOGALE CITY LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his/her financial, labour and resources are adequate for carrying out the project. b) The MOGALE CITY LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer and the Tenderer shall provide all reasonable assistance in such investigations. c) The contractor must be registered with the Electrical Contractors Association (ECA) and proof must be attached. Failure to submit a valid Certified copy of ECA registration Certificate will result in the tender being deemed nonresponsive d) Failure to attach certified copies of qualifications and Registration(s) will lead to the disqualification of the bid.
F.3.20	<p>The tenderer is to note that the following Additional Relevant Documents will form part of this contract and are not included in this document:</p> <ul style="list-style-type: none"> a) Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP); b) "CIDB Best Practice Guidelines for Labour Based Methods and Technologies for Employment of Labour Intensive Construction Works" available free of charge on the CIDB website www.cidb.co.za c) South African National Standards 1914-5", Targeted construction procurement – Part 5: Participation of targeted labour" and available at South African National Standards.

TECHNICAL EVALUATION CRITERIA

Note the following, should a tenderer obtain a score below the specified minimum points required in any of the criterion they will be rejected and not considered for the next phase of evaluation which is price scoring. In addition, failure to score the total minimum 40 points out of 70 points will also lead to non – compliance and bidders will be rejected after this phase and not continue for price scoring.

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
1	Past company's experience and expertise Proven Relevant and Similar Projects carried out in construction and installation of medium voltage (3.3kV up to 66kV) by the bidder in the past 5 years Reference letters of completed projects involving construction and/or installation of electrical distribution or reticulation equipment of 6.6kV up to 66kV The reference letters must contain contact information of the previous client(s) reflecting summary of the Works successful completed, duration and value of the project. Non attachment of reference letters and Appointment letters will lead to Zero (0) scoring of points). The contractor must be registered with the Electrical Contractors Association (ECA) and proof must be attached. Failure to submit a valid Certified copy of ECA registration Certificate will zero scoring on this criteria		
	One to two (2) completed projects => 10 points OR Three to four (4) completed projects => 15 points OR Five (5) or more completed projects =>20 points	20	10
	Total	20	10

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
	<p>Relevant experience and qualifications of key personnel:</p> <p>Detailed Curriculum Vitae (CV) must be attached for each team member.</p> <p>Experience must include Installation and construction projects on at least Low Voltage distribution or reticulation systems and equipment including Cable jointing and termination as well as testing and commissioning.</p> <p>Tenderers must have the following personnel as a minimum:</p>		
	<p>Project Engineer (10 points)</p> <p>Must be registered with the Engineering Council of South Africa (ECSA) as Pr Eng or Pr Tech Eng or a Professional Construction Project Manager (PrCPM)</p> <p>Zero Points out of 10 will be awarded if no ECSA and/or SACPCMP Certificate attached for the listed Categories</p>	10	
	<p>Construction Site Manager (5 points)</p> <p>At least a national diploma in Electrical Engineering or Higher and a minimum two (2) – five (5) years of experience (3 points) or six (6) years or more experience (5 points) on Electrical Infrastructure Construction Projects</p>	5	
	<p>Safety Officer (4 points)</p> <p>At least five (3) years of experience in Electrical Construction Projects with at least a National Diploma in OHS or Safety Management Certificate</p>	4	
	<p>Foreman (3 points)</p> <p>At least an Electrical Trade Test or Wireman's Licence for Three phase and at least 3 to 4 years of experience (5 points) or at least five (2) years of experience (3 points) in Electrical Construction Projects</p>	3	
	<p>Electricians x 2 (3 points)</p> <p>At least an Electrical Trade Test or Wireman's Licence for Three phase and at least 3 to 4 years of experience in Electrical Construction Projects including cable jointing and terminations or stringing or panel wiring for at least one personnel (1 points) or both personnel (3 points)</p>	3	
	Total	25	15

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
3	Plant, equipment and resources The construction work will include handling of heavy and fragile material, earthmoving or digging and transporting material and personnel. It is therefore critical that bidders must have or have access to appropriate plant and equipment for such work and therefore the main plant and equipment required from bidders are the following: Provide proof of Ownership or Letter of Intent / Agreement from the Hiring Company and it must be a specific commitment with all the plant required with the specific number required as per the list Proof of ownership is only by means of vehicle registration documents (e-Natis) for road going vehicles certified by SAPS; or certified proof of purchase by SAPS for all other plant equipment. (Non-attachment of required documentary proof will lead to Zero (0) scoring of points		
	1. 8 ton (GVM>8000kg) TLB x1 or more = 5 points (4 points if leasing) with Valid Test Certificate for the Crane	5	
	2. 8 ton (GVM>8000kg) Crane Truck x1 or more = 5 points (4 points if leasing) with Valid Test Certificate for the Crane	5	
	3. 8 ton or higher (GVM>8000kg) Cherry Picker x1 or more = 5 points (4 points if leasing) with Valid Test Certificate	5	
	4. Auger drilling equipment x1 or more = 5 points (4 points if leasing) with Valid Test Certificate	5	
	5. Hydraulic Tensioner and Puller for stringing = 5 points (4 points if leasing) Valid Test Certificate	5	
	Total	25	15

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Part T2: Returnable Document

T2.1 List of Returnable Documents



THE TENDER

PART T2: RETURNABLE DOCUMENTS

T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1. Record of Addenda to Tender Documents
- T2.2.2. Compulsory Enterprise Questionnaire
- T2.2.3. Authority of Signatory
- T2.2.4. MCLM Corporate Social Responsibility
- T2.2.5. Proposed Amendments and Qualifications
- T2.2.6. Declaration of Interest
- T2.2.7.
- T2.2.8. Preference Points Claim Form
- T2.2.9. Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10. Certificate of Independent Bid Determination
- T2.2.11. Capacity to Execute Work
- T2.2.12. Key Personnel/Project Team
- T2.2.13. Previous Experience
- T2.2.14. Financial Capacity
- T2.2.15. Schedule of Proposed Subcontractors
- T2.2.16. Rates for Special Materials
- T2.2.17. Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.18. Tax Clearance Certificate
- T2.2.19. Declaration of Good Standing Regarding Income Tax
- T2.2.20. B-BBEE Certification
- T2.2.21. Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.22. Municipal Accounts
- T2.2.23. Occupational Health and Safety Questionnaire

A check list has been provided to ensure the necessary documents have been submitted. All returnable schedules must be submitted in a separately bound document together with the tender document in 1 envelope.

T2: RETURNABLE DOCUMENTS**T2.2 Check List**

The Tenderer is to indicate in the check-boxes provided that he has completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that he has attended to all the required items for submission with this tender.

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
Cover	Cover page completed with Tenderer's details					
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
	Attached certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
	Attached CM29					
T2.2.5	Proposed Amendments and Qualifications					
T2.2.6	Declaration of Interest					
	Attach proof of authority if required					
T2.2.8	Preference Points Claim Form					
T2.2.9	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.10	Certificate of Independent Bid Determination					
T2.2.11	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.13	Previous Experience					

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Part T2: Returnable Document

T2.2 Check List

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
	Completion certificates/verification letter of successful completion by client attached					
T2.2.14	Financial Capacity					
	Bank rating certificate attached in separate bound document					
T2.2.15	Schedule of Proposed Sub-Contractors					
T2.2.16	Rates for Special Materials					
T2.2.17	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.18	Tax Clearance Certificate					
	Original tax clearance certificate attached in separate bound document or Tax compliance Pin number					
T2.2.19	Declaration of Good Standing Regarding Tax Income					
T2.2.20	B-BBEE Certificate					
	Sworn Affidavit					
T2.2.21	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.22	Municipal Accounts					
	Accounts attached					
T2.2.23	Occupational Health and Safety Questionnaire					
	Attach: Management structure & organogram Human resource plan Letter of good standing COVID Insurance					

T2: RETURNABLE DOCUMENTS**T2.3 Returnable Schedules****T2.2.1 Record of Addenda to Tender Documents**

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page).

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:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.2.2 Compulsory Enterprise Questionnaire

The validity of the information supplied in this document will be verified before the contract is awarded to the selected Contractor. The Contractor **must** supply the following information.

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: Turnover – Approximate turnover for each of the past three years

Year 2016 R.

Year 2017 R.

Year 2018 R.

Anticipated turnover for 2019 R.

Section 7: Management and manpower resources

Number of Supervisors
.....

Number of Labourers
.....

Number of Operators
.....

Other Personnel (Specify)
.....

Total number permanent employees
.....

Total number contract employees
.....

Signed

Date

Name

Position

Tenderer

T2.2.3 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the separate bound document of returnable schedules** a duly signed and dated original or certified copy of the relevant resolution of their meeting of members or their board of directors, as the case may be, or by completing one of the following:

T2.2.3.1 Companies / Close Corporations

FORM TO BE COMPLETED:

"By resolution of the board of directors or meeting of members passed on ,

(Mr/Me.).. . . . has been duly authorised to sign all documents in connection

with the Bid for *Contract number*. and any Contract, which may arise there from

on behalf of the Bidding Entity, namely,.

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME:

SIGNATURE:

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL:

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

* DELETE WHICH IS NOT APPLICABLE

AS WITNESS:1.....

T2.2.3.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**FORM TO BE COMPLETED:**

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....

MOGALE CITY LOCAL MUNICIPALITY

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Part T2: Returnable Documents

T2.3 Returnable Schedules

<p>CIDB registration no</p> <p>.....</p> <p>....</p>		<p>Signature.</p> <p>.</p> <p>Name</p> <p>.....</p> <p>Designation.....</p> <p>.....</p>
<p>CIDB registration no</p> <p>.....</p> <p>....</p>		<p>Signature.</p> <p>.</p> <p>Name</p> <p>.....</p> <p>Designation.....</p> <p>.....</p>

Signed

Date

Name

Position

As

Witness

T2.2.3.3 JOINT VENTURE INFORMATION

(COMPLETE ONLY IF APPLICABLE)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for “**ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDING FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED**” (hereinafter called the “Project”) and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the MCLM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

T2.2.4 MCLM Corporate Social Responsibility

Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non Mogale City based Services Providers will contribute 1% of the Contract value to Mogale City.

Please attach the Certificate of Confirmation (CM29) as issued by the Registrar of Companies & Close Corporations, for this Tenderer to the separate document of returnable schedules.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Mogale based:

YES	NO
-----	----

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of one percent (1%) on all payment made.

Signed

Date

Name

Position

Tenderer

T2.2.5 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.

Any and each qualification, which entails an omission from, or alternative to the works shall have the value of such omission or alternative clearly priced. The Engineer may, at his discretion, direct that the works shall be performed as specified, in which case the contract amount shall be adjusted according to the value declared in the associated qualification.

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1. Full Name of bidder or his or her representative:.....
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:.....
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? **YES / NO**
 - 3.8.1. If yes, furnish particulars.

.....

*Mogale City Local Municipality's Supply Chain Management Regulations: "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 the national Council of provinces;

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

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

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

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

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

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

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

3.9.1. If yes, furnish particulars.....

.....

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? **YES / NO**

3.10.1. If yes, furnish particulars.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who

may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1. If yes, furnish particulars.....

.....

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

3.12.1. If yes, furnish particulars.....

.....

3.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders

in service of the state? **YES / NO**

3.13.1. If yes, furnish particulars.....

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract. **YES / NO**

3.14.1. If yes, furnish particulars:.....

.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MOGALE CITY LOCAL MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50Million (all applicable taxes included) and therefore the.....80/20... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- 1.4 (a) PRICE
(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL	100

1.6 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a

Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
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- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
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8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in subregulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on

a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent

basis, 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.

10. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 Staffing Profile

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m²)

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TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part T2: Returnable Documents

T2.3 Returnable Schedules

10.3 Plant and equipment

Description : Plant and equipment owned (or to be rented)	Number of units

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10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

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T2.3 Returnable Schedules

10.5 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids 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 taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity'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 on or failed to comply with any government, municipal or other 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 Corrupt 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 bid.

Item	Question	Yes	No
4.1	Is the bidder 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 <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (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) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	Yes	No
4.7.1	If so, furnish particulars:		

Certification:

I, the undersigned (full name) certify
that the information furnished on this declaration form 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.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding 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 bid of any bidder if that bidder 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 bidding 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 bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid 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 Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

MBD 9

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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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 bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

T2.2.11 Capacity to Execute Work

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

- a) Details of major equipment that is owned by and immediately available for this contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

- b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable. **Letter of intent/agreement from hiring company must be attached in the separately bound document with all the returnable schedules.**

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.12 Key Personnel/Project Team

The Tenderer shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

A CV for each of the key personnel indicated and a certified copy of their qualification certificates must be **attached in the separately bound document with all the returnable schedules**.

Designation	Name of Nominee	Nationality	Summary of		HDI Status Yes/No	NQF Certified Yes/No
			Qualifications	Experience and Present Occupation		
Professional Engineer / Technologist						
Professional Construction Manager						
Other (Indicate)						

Signed

Date

Name

Position

Tenderer

CV Template

Safety Officer

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration Number:			
Name of Employer (firm):			
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Pertinent to Required Service:			
Related Project:			
Related Project:			
Related Project:			

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

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TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part T2: Returnable Documents

T2.3 Returnable Schedules

Signature of person named in the schedule

Date

CV Template

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T2.2.13 Previous Experience

Provide the following information on **relevant previous experience**. Indicate comparable projects of the construction in Supply, erect, install, test and commissioning of high and medium voltage (HV and MV) structures and equipment on an as-when-required basis for a period of three (3) years in the past 2 years. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

Completion certificates or a verification letter of successful completion by the client must be **attached in the separately bound document with all the returnable schedules**.

THE FOLLOWING TABLE MUST BE COMPLETED

EMPLOYER (Name and tel no and email)	CONSULTING ENGINEER (name, tel no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION	COMPLETION CERTIFICATE
PROJECT 1:					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 2:					
Name 1:	Name 1:	Related Works			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				

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Part T2: Returnable Documents

T2.3 Returnable Schedules

Email:	Email:				
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PROJECT 3					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 4					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 5	Name 1:	Related Works:			
Name 1:	Tel:	Description:			
Tel:	Email:				
Email:	Name 2:				
Name 2:	Tel:				
Tel:	Email:				
Email:					

T2.2.14 Financial Capacity

The Tenderer must provide with his tender a bank rating certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion. The Tenderers bank rating must be **attached in the separately bound document with all the returnable schedules**. The tenderer and/or attach a Letter of Intent of Accredited Financial Institution if they can provide a construction guarantee for 10% of the contract value.

The following form must be completed by the tenderers bank and an original bank stamp must be affixed to this page. Non-compliance may disqualify the tender

(Note: Each member of a Joint Venture (JV) must complete a Bank Detail form)

BANK DETAILS

I/we hereby request and authorize my/our Banker as detailed below to verify and supply a bank code for my/our account. A bank rating certificate is required to evaluate the Tenderers financial stability.

I/we also hereby acknowledge that the bank details as given can be verified independently by Mogale City Local Municipality's appointed Consultant on the Project:

Initials & Surname	Authorized Signatory	Date (yyyy/mm/dd)
Account Holder		
Bank		
Branch		
Branch code		
Account Number		

Type of Account: Cheque Account ☐ Transmission Account ☐ Saving Account ☐ Other _____

Tender Amount R_____ Construction Period: _____ (months)

To be completed by the Bank

Initials & Surname (Bank Official)	Signature (Bank Official)	Date
Telephone Number (Bank Official)	<u>Date Stamp of Bank Certified as Correct</u>	
Bank Code based on Tender Amount & Construction Period		

Confidential

Confidential

T2.2.15 SUBCONTRACTING AS CONDITION OF TENDER

9. (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in subregulation

(3), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (a) an EME or QSE;
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

(4) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Schedule of Proposed Sub-Contractors

Provide details on all sub-contractors you intend utilising for this contract:

Type of Work to be used for	% of contract	Name of Sub-Contractor	Previous Experience with Sub-Contractor	CIDB Grading
Total % of contract sub-contracted		Total contribution of HDI ownership		

Signed

Date

Name

Position

Tenderer

SUBCONTRACTING AFTER AWARD OF TENDER

12. (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH

*Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting

This is to certify that I, (*name in print*).....,

representative of (Tenderer).....

.....

of (address).....

.....

.....

Telephone number

Fax number

visited and inspected the Site / Attended Clarification Meeting on (date)

in the company of (Engineer/Engineer's Representative)

SIGNATURE OF TENDERER'S REPRESENTATIVE:

MOGALE CITY LOCAL MUNICIPALITY

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Part T2: Returnable Documents

T2.3 Returnable Schedules

ATTACH TAX CLEARENCE CERTIFICATE / TAX COMPLIANCE STATUS (TCS) DOCUMENT.

T2.2.19 Declaration of Good Standing Regarding Income Tax

The validity of this document will be verified with the relevant office of the South African Revenue Service before the contract is awarded to the selected Contractor.

SOUTH AFRICAN REVENUE SERVICE

PARTICULARS																
Tender No:											Closing Date:					
1. Name of Tax Payer/Contractor:																
2. Trade Name:																
3. ID Number																
4. Company/CC Reg. No																
5. Income Tax Ref. No																
6. VAT Reg. No																
DECLARATION																
It is hereby declared that the Income Tax and VAT obligations of the abovementioned, which includes the rendition of returns and payment of the relevant taxes:																
1. have been satisfied in terms of the relevant Acts; or																
2. that suitable arrangements have been made with the South African Revenue Services in this regard																
Signature										Capacity					SARS Date Stamp	

Attach original Tax Clearance Certificate to this page

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- the entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box**:

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	

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Part T2: Returnable Documents

T2.3 Returnable Schedules

and /or assembly, and/ or packaging			
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature_____

Date:_____

Commissioner of Oaths
Signature and Stamp

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Part T2: Returnable Documents

T2.3 Returnable Schedules

T2.2.20 B-BBEE Certification

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

A copy of the B-BBEE Certificate must be attached in the **separately bound document with all the returnable schedules.**

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.21 Certificate of Contractors Registration Issued by the Construction Industry Development Board

The Tenderer shall attach **in the separately bound document with all the returnable schedules**, the Contract's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submission must attach a notification from CIDB that their application is being considered.

Tenderers Company Name	
CIDB Registration Number	
Contractors Grading	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.22 MUNICIPAL ACCOUNTS

- THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS OR VALID LEASE AGREEMENT WHICH IS IN THE NAME OF THE BUSINESS AND OR THE DIRECTORS, WHICH MUST STIPULATE THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES.
- IF THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES IS THAT OF THE TENANT/LESSEE, PLEASE PROVIDE PROOF OF PAYMENT OF THOSE SERVICES.
- IF THE BUSINESS OPERATES FROM THE DIFFERENT ADDRESS AS PER CIPC DOCUMENT, AFFIDAVIT MUST BE PROVIDED

The tenderer must attach **in the separately bound document with all the returnable schedules**, a copy of the latest Municipal Account in the name of the business. The municipal account must not be more than 3 months old

Tenderers Company Name	
Municipal Account Holder	
Account Holders Position in Company	
Municipal Account Number	
Stand number	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Part T2: Returnable Documents

T2.3 Returnable Schedules

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

T2.2.23 Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANIZATION AND MANAGEMENT INVOLVEMENT		
		YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy.		
1.2	Does a SHE structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example.		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof.		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following Phases?		
	• When joining the company		
	• When changing jobs within the company		
	• When new plant or equipment needs to be operated		
	As a result of experience of and feedback from an accident/incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved.		
2.2	What formal SHE training is provided specifically to:		
	• First line supervisors		
	Middle and top management.		
	Please describe.		

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2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples.				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses.				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe.				
3.2	Do you have a system, which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant/equipment covered.				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	Is plant and equipment, which has been inspected, identified as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored.				
4.	SHE INSPECTIONS			YES	NO

4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above.		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used.		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• End evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame, eg. Years		
6.4	For what processes/risk is personal protective equipment issued?		

	Process/Risk	Type of PPE		
6.5	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS		YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid? E.g. Trained First Aiders			
7.3	What training do you provide to employees in Safety/Fire Fighting?			
	Please list institutions used for this training.			
8	RECRUITMENT OF PERSONNEL		YES	NO
8.1	Are health and safety factors considered when hiring personnel?			
8.2	Are medical examinations carried prior to employment?			
	In all cases.			
	Where type of work requires medical examination.			
8.3	Do you cover exit medical examination?			
8.4	How do you assess the competence of staff before an appointment is made?			
	Eg. Via trade testing, reference checks.			
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS		YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?			
	Please supply a copy.			
9.2	Is there a standard report/investigation form used?			
	Please supply copy.			
9.3	Do you have a formal system for reporting situations/close accidents etc.?			
	Please provide a copy			
9.4	Please provide the following statistics for the last five years			

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Part T2: Returnable Documents

T2.3 Returnable Schedules

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Lost time accidents per 100 employees					
Major/Reportable injuries per 100 employees					
Number of dangerous occurrences					
Lost man day due to accidents					
10.	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION			YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?				
10.2	Are the results of these meetings communicated to all employees?				
	If yes, please describe method.				
10.3	Are Health and Safety meetings held?				
	At what frequency?				
	Chaired by whom?				
10.4	Do you carry out SHE promotions/campaigns?				
	If yes, please provide examples.				

The following documentation should also be provided with the tender:

1. Management Structure including organogram.
2. Human Resource Plan.
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer.
4. COID Insurance

Declaration

I/we Declare that the above information provided is correct.

Signed Date

Name Position

Tenderer

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Part C1: Agreements and Contract Data



THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

(Note: The Appendix, Annexures & Reports Form Part of the Tender)

THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER

The Employer identified in the Acceptance signature block has solicited offers to enter into a contract for:

UMS (E) 10/2021

Description of Works:

SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the Works:

SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount (Rates)	VAT @ 15%	Amount (Incl. VAT)
SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS			

In words

R.....

.....

or such other sum as may be ascertained in accordance with the terms of the contract.

Our proposed construction period as from site handover will be agreed upon through a schedule of activities to form part of the contract data:

Description	Contract Period
SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS	36 months

My/Our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (**90 days**) indicated and calculated from the closing time of tender.

C1.1.1 Form of Offer (Continued)

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Tender documents, viz
 - Invitation to tender
 - Tender Data
 - Returnable Schedules (Schedule D)
 - Technical Data Sheets
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Contract Data
 - Special Conditions of Contract;
 - Pricing schedule(s)
 - Scope of Works
 - Site Information
 - ii) General Conditions of Contract; (GCC 2015) and
 - iii) Drawings
 - iv) Annexures
 - v) Addendums
 - vi) Other
2. 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 must be duly signed by the authorized representative (s) of both parties.
3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Engineer acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.

4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & General Conditions of Contract 2015 (GCC 2015)
5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

The Public Liability Insurance that I/We propose is:
From (Insurer Name)*¹
.....

*¹ – Letter of Intent to be provided

7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding Contract between us.
8. I/We* understand that you are not bound to accept the lowest or any tender you may receive.
9. I/We* confirms that he/she is aware of the suspense condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question and
10. I/We* further confirms that Mogale City Local Municipality has the right to cancel the tender prior to award if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year; Mogale City Municipality has the right to reduce the Scope of Work after award and prior to commencement to comply with the available budget
11. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
12. I/We, declare that we fully and unconditionally accept the full authority of the engineer as the representative of the client on site and understand that any communications to the Municipality can only be done through the engineer, unless, otherwise instructed / authorized by the engineer. Any disputes between myself, the contractor, and the engineer will be dealt with by the project manager of the municipality working on the particular project.
13. I/We confirm that I/We am duly authorized to sign this contract.

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Name (Print)	<div>WITNESSES</div> <div>1.</div>
Capacity	
Signature	
Name of Company	
Date	

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Mogale City Local Municipality, Department of Utilities Management Services (UMS) P O Box 94 KRUGERSDORP 1740
Address of Engineer / Appointed Consultant	1.11.16	ContctPerson1 Manager: UMS Energy Services Department of Utilities Management Services (UMS) Mogale City Local Municipality, P O Box 94 KRUGERSDORP 1740
Address of Contractor	1.1.19	
Amount of Suretyship / Public Liability Insurance	8.6	
Time within Public Liability Insurance to be provided	5.3.2	
Duration of Public Liability Insurance	8.2.1	
Time within which Works to be Commenced	5.3	
Programme to be furnished within	5.6	
Special Risks Insurance& SASRIA	8.6.1.2	
Amount of Special Risks Insurance	8.6.1.2	
Minimum Amount of Liability Insurance	8.6.1.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * per cent on nett cost of materials actually used.
Daywork allowances	6.5.1.2.3	
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	5.1	As-and-when required for a period of 36 month

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Part C1: Agreements and Contract Data
C1.1 Form of Offer and Acceptance

Amount of penalty	5.13	R 1 500-00 per calendar day to a max of 10% of the certified value of work.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	10% percent
Limit of retention money	6.10.3	10% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	
Delivery of Contractor's final Statement	6.10.8	
Defects Liability Period	7.8	12 (twelve) months
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	6.8.2	<p>Contract Price Adjustment (CPA) Schedule (SEIFSA)</p> <p>MCLM coefficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data)</p> <p>CPA is adjusted based on the SEIFSA's price indices and the following contract price adjustment formula</p> $P = P_0 \left(L \frac{EI}{SI} + S \frac{EI}{SI} \right)$ <ul style="list-style-type: none"> • P – Escalated or New price • P_0 – Base price • L – Labour percentage • S – Steel percentage • EI – Relevant index at the end of the escalation period • SI – Relevant index at the start of the escalation period <p><i>(Civil and Electrical Engineering as per SEIFSA indices)</i></p>
Price variation of Special Materials	6.8.3	As per Schedule

I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such site and materials

**If the time of completion is not stated the Contractor should fill in.*

C1.1.3 Form of Acceptance

(To be completed by the Client – Mogale City Local Municipality on Tender Award)

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

1. We in our capacities as:

Department

Name

Signature

Accept your tender under reference number: **UMS (E) 10/2021: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS** indicated hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.

3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

4. I confirm that I am duly authorized to sign this contract.

SIGNED

AT

.....ON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

OFFICIAL STAMP

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and Signature of Witness (name and address of organisation)

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

Name and Signature of Witness (name and address of organisation)

Date:

C1: AGREEMENTS AND CONTRACT DATA**C1.2 Contract Data****C1.2.1 Part 1: Data Provided by the Employer**

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

REFERENCE TO:	CLAUSE	DATA
Contractor	1.1.1.9	Name:
		Address:
		Contact:
Contract Sum	1.1.1.10	Contract Sum" meansthe Price tendered by the Contractor and accepted by Mogale City Local Municipality
Employer	1.1.15	The name of the Employer is Mogale City Local Municipality
	1.2.1	<p>The address of the Employer is:</p> <p>Address (physical): Corner Commissioner and Market Street Krugersdorp</p> <p>Address (postal): P.O. Box 94 Krugersdorp 1740</p> <p>Telephone: (011) 951 2014/2177/2541</p> <p>Facsimile: (011) 660 9672</p> <p>e-mail: Ofentse.matsose@mogalecity.gov.za</p>
Project Manager	1.1.16 1.2.1	The name of the Department is Department of Utilities Management Services (UMS)

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
		<p>Address (physical): President Building 38 President Street Krugersdorp</p> <p>Address (postal): P.O. Box 94 Krugersdorp 1740</p> <p>Telephone: (011) 951 2393</p> <p>Facsimile:</p> <p>e-mail: given.masuku@mogalecity.gov.za</p>
Functions of the Engineer	3.1	<p>If the Engineers is not the Mogale City Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10 ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4 iii) The approval of any claim by the Contractor.
Contractor's General Obligations	4	<p>Add to the clause:</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>
Workmen's Compensation	4.3	<p>The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.</p>

REFERENCE TO:	CLAUSE	DATA
Subcontracting	4.4	<p>Add the following:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full</p>
Patent Rights	4.6	<p>The following Sub-clause is added to Clause 4.6:</p> <p>"The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>
Contractor's Superintendence	4.12	<p>Add the following new clause:</p> <p>The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2</p> <p>"The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p>
Commencement of the contract	5.2	<p>"Commencement Date" means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> 1. Handover of Site

REFERENCE TO:	CLAUSE	DATA
Commencement of Works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause</p> <p>Commencement of Work will only take place once the following documentation were submitted to the Engineer:</p> <p>Letter of Acceptance</p> <p>Construction/Performance Guarantee</p> <p>Health & Safety Plan</p> <p>Letter of Appointment of OHS Rep or Officer</p> <p>Letter of Good Standing Workman's Compensation</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p>
Access to the Site	5.4	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following:</p> <p>The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause:</p> <p>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Programme	5.6	Within 7 days from date of Site Handover.

REFERENCE TO:	CLAUSE	DATA
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Penalty for Delay	5.13	To a maximum of R1500-00 per calendar day to a max of 10% of the certified value of work.
Completion	5.14	36 Months
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 “In the event of the Contractor not completing all the outstanding work within the period specified by the Project Manager and/or Engineer in terms of Clause 7.8, the Project Manager and/or Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Project Manager and/or Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”
Security	6.2	Within 14 days of Letter of Appointment Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.

REFERENCE TO:	CLAUSE	DATA
Amendments to Schedule of Quantities and Scope Reduction	6.3	<p>The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.</p> <p>The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.</p>
Value of Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Schedule of Quantities – Estimated quantities	6.7	<p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p> <p>Add to the clause: "An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training."</p>
Special Materials	6.8.3	As per Schedule of Special Materials
Vesting of Materials	6.9	<p>Add to Sub-Clause 6.9.1.2</p> <p>"The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Project Manager and/or Engineer of any materials which are not his sole property."</p>
Valuation of material brought onto site	6.9	<p>Add to Clause 6.10.1.5</p> <p>"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership.</p> <p>The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".</p>

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Part C1: Agreements and Contract Data
C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Contract Price Adjustment (Only applicable to contracts of 12 months and longer)	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines: x = 0,10 (General Engineering Works) aLt (Labour) = 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05 (Civil Engineering as per SETFSA)
Materials on Site	6.10.1.5	80% (Delivery Notes and Tax Invoices to be provided)
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Retention Money	6.10.3	No interest will be paid on retention money
Retention Guarantee	6.10.3	A Retention Guarantee is not acceptable Add to the clause: 10% Retention will be deducted from each payment certificate. Retention will be reduced to 0% once Practical Completion Certificate is issued for the work.
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Engineer. "
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R10 000 000 per claim, claims unlimited
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.

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REFERENCE TO:	CLAUSE	DATA
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

Table 1: Expected Number of Working Days Lost per Month Due to Normal Rainfall

(The Project Manager and/or Engineer reserves the right to update Table 1 with the latest data from the Weather Bureau from a weather station close to the Site of Works)

Month	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)
January	4	111.3
February	4	122.9
March	3	70.8
April	1	28.3
May	1	23.4
June	0	5.6
July	0	0.2
August	0	2.1
September	1	18.5
October	2	48.7
November	3	100.98
December	5	122.10
Total	24 days	654.9 mm

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Part C1: Agreements and Contract Data

C1.2 Contract Data

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

CLAUSE	DATA									
1.1.9	The Contractor is. Name:									
1.2.1	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:									
6.8.3	The variations in the price of special materials: <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Type of special material	Unit	Rate or price						
Type of special material	Unit	Rate or price								

C1: AGREEMENTS AND CONTRACT DATA

C1.3 Forms of Securities

Forms for completion by the contractor

The following forms are to be completed by the Contractor after the tender has been awarded to the successful tenderer.

C1.3.1 Form of Guarantee

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the same time stated in the Contract Data. Only a bank or approved insurance company or guarantee corporation is acceptable as guarantor.

Pro-Forma Performance Guarantee

For use with the General Condition of Contract for Construction Works, Second Edition, 2015.

Guarantee Details and Definitions

“Guarantor” means:

Physical address:

“Employer” means: **MOGALE CITY LOCAL MUNICIPALITY**

“Contractor” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means:

Contract Details

Project Manager and/or Engineer:

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

Performance Guarantee

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Engineer of the

Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. 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 issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer 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's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

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

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

5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 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. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's bank compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

15. Our total liability hereunder shall not exceed the sum of
.....(R.....).

16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us at on this
..... day of 20.....

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

C1.3.2 Written Agreement on Occupational Health and Safety

Gauteng Provincial Government, Mogale City LM and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1992, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act and Gauteng Provincial Government, Mogale City LM Safety Precautions and Health and Safety Instructions included in the contract documents.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and Gauteng Provincial Government, Mogale City LM safety Precautions and Health and Safety Instructions included in the contract documents will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves Gauteng Provincial Government, Mogale City LM from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor agrees that any duly authorized officials of the council shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- e) The Contractor shall be obliged to report forthwith in writing to the Engineer/Architect full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the

contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

- i) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
- ii) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- iv) The contractor shall be obliged to report forthwith to the employer any investigation, compliant or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- v) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
- vi) Work should not be done at the expense of human safety or health.

- vii) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.

- viii) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....

On Behalf of Mogale City Municipality	Date
--	-------------

Witnesses 1. 2.

.....

For The Contractor	Date
---------------------------	-------------

Witnesses 1. 2.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

- 1.(a) Name and postal address of principal contractor:
-
- (b) Name and tel. no of principal contractor's contact person:
-
- (c) Principal contractor's compensation registration number:
- 2.(a) Name and postal address of client:
-
- (b) Name and tel no of client's contact person or agent:
-
- 3.(a) Name and postal address of designer(s) for the project:
-
- (b) Name and tel. no of designer(s) contact person:
-
- 4.(a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).
-
- (b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).
-
5. Exact physical address of the construction site or site office:
-
6. Nature of the construction work:
-
7. Expected commencement date:
8. Expected completion date:
9. Estimated maximum number of persons on the construction site.

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Part C1: Agreements and Contract Data

C1.3 Forms of Securities

10. Planned number of contractors on the construction site accountable to principal contractor:

.....

11. Name(s) of contractors already chosen.

.....

.....

.....

.....
Principal Contractor

.....
Date

.....
Client

.....
Date

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

C1.3.3 Agreement to Accept the Conditions of the Environmental Management Plan Pertaining to This Project

Whereas (the Contractor)

*Company Registration No:

Address:

a * Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, * Public Company (hereinafter called the contractor), represented herein by in his capacity as duly authorized hereto by a articles of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the EMP and the instructions of the duly authorized Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Dept. of Housing from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor shall be obliged to report forthwith in writing to the Engineer full Details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

.....
For The Contractor

.....
Date

Witnesses

1.

2.

C1.3.4 Bond for Material on Site

Contract No:

Employer:

Contractor:

Description of Contract:

I/We, the undersigned, **(Bank or Insurance Company)**
do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages, and expenses that may be suffered or incurred by the Employer as a result of payment for material on site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

.....
..... (R.....) and will
lapse on the issue of the completion certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

For and on Behalf of **(Surety)**

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

*Delete whichever is inapplicable

C1.3.5 Ownership of Materials

Contract No:

Employer:

Contractor:

Description of Contract:

In order to facilitate payment for material on site in terms of clause 6.4.1 of the general conditions of contract, it is hereby confirmed that, although materials may have been supplied on credit to the above named Contractor, ownership of such materials, when delivered will vest with the Contractor.

In the event therefore of such materials being delivered on site or any authorized extended site, ownership thereof will then vest with the Employer in terms of clause 8.6.1 of the said general conditions of contract.

For and on Behalf of **(Surety)**

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

.....
Signature

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form

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Part C2: Pricing Data



THE CONTRACT

C2: PRICING DATA

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Part C2: Pricing Data

C2.1 Pricing Instructions

C2: PRICING DATA

C2.1 Pricing Instructions

Note: Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered

Name of tenderer.....Tender number: _____

Offer to be valid for...**90**.....days from the closing date of tender.

1. Supply, Delivery & Construction/Installation and/or Commissioning of:

Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for “SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS”

Required by: **Mogale City Local Municipality**

At: **Krugersdorp**

Does offer comply with specification? **YES/NO**

If not to specification, indicate deviation(s) in: **Schedule A**

Any enquiries regarding the tendering procedure may only be directed to:

Mrs. Ofentse Matsose

Supply Chain Management

KRUGERSDORP

Tel: 011 951 2541

Or

For Technical Information:

Attie Pretorius or Petrus Makgamatha

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Part C2: Pricing Data

C2.1 Pricing Instructions

071 860 7918 or 071 860 7914

Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings (if any) are to be read in conjunction with the schedule of quantities.
- 1.1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities (SQ) with the letters LI in a separate column filled in against every item so designated. The works, or part of works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Works, is a variation to the contract. The items marked with the letters LI are not an exhaustive list of all the activities which must be done by hand and those clauses do not over-ride any of the requirements in the SANS 1921: 2005.
- 1.2. Payment for items which are designated to be constructed labour-intensively (either in the SQ or in the Scope of Works or Project Specifications) will not be made unless they are constructed using labour-intensive methods. Any unauthorized 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.
2. For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

“LI” Labour Intensive methods to be used in accordance with Project Specifications

3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.

4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (**except for Value Added Tax**), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

If the tenderer should group a number of items together and tender one lump sum for such group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sum and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

Preliminary & General Section may not be tendered as a lump sum. A tender may be disqualified if the P&G Section is tendered as a lump sum.

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
8. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
9. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
10. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
12. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
13. The quantities of work finally accepted and certified for payment will be used to determine payment to the Contractor. The works executed are measured for payment in accordance with the methods described in the contract documents. Attention is directed to the provision of Clause 8 of the SABS 1200,

regarding the measurement of quantities for payment. Except where specified otherwise than in this Clause, the net measurements or mass of the finished work in place will be taken for payment, and any volume or mass of work in excess of that prescribed, will be excluded.

14. The Contractor will obtain the engineer's detailed instructions for all work before executing work or making arrangements in this regard.
15. The price must include 14% VAT.
16. The relevant rates will include the following:
 - 16.1. All labour costs.
 - 16.2. All administrative expenses.
 - 16.3. Transportation (fixed cost, running cost and driver cost) and supervision fees.
 - 16.4. Tools, equipment and auxiliary equipment.
 - 16.5. Safety equipment.
 - 16.6. All notifications to consumers when a power failure is going to occur owing to the execution of tasks.
 - 16.7. All tariffs, levies, taxes payable by the Tenderer.
 - 16.8. All expenses to restore the workplace to its original condition.
 - 16.9. All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the by-laws of the local authority.
 - 16.10. Payment in terms of Royalties and Patent Rights (if required).

17. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

mm	=	millimetre	kl	=	kiloliter
m	=	meter	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square meter	No	=	number
ha	=	hectare	%	=	per cent
m ³	=	cubic meter	P C sum	=	prime cost sum
l	=	litre	prov sum	=	provisional sum
mm	=	millimetre	kl	=	kiloliter

18. All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
19. The schedule of quantities shall be completed in **BLACK INK. Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
20. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities

An electronic copy of the Schedule of Quantities will be made available by contacting Mogale City Supply Chain Management. It is a requirement that the original yellow pages contained in the tender document must still be completed in black ink. A tender will be disqualified if only a printed copy of the Schedule of Quantities is submitted

The quantities in the Bill of Quantities are estimates only (Provisional and Re-measurable) and will only be used as a guide by MCLM. The actual quantities will be determined by the works required by MCLM to be performed as instructed to the contractor by means of a Work Order.

Once the works order is approved, the contractor has 24 hours for **PLANNED and/or **UNPLANNED** maintenance work, and for **EMERGENCY** maintenance work has 1 hour(s) to commence the work.**

Written quote(s) will be provided for all unscheduled/unspecified work prior to the commencement of that work and will include (if appropriate) costs of materials, costs of labour and any other considerations on the Bills of Quantities (Contingencies, Provisional Sum, etc) and Mogale City's Project Manager approves such quotation(s).

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Part C2: Pricing Data

C2.2 Bills of Quantities

C2: PRICING DATA

C2.2 Bill of Quanties

Bill No:1		PRELIMINARY AND GENERAL ITEMS				
No		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	FIXED CHARGE ITEMS					
A.1	Site Establishment:	The Contractor shall establish the site camp and maintain throughout the construction period and allow for removal of such upon completion of Works.				
A.1.1.		Office and Meeting Room complete as per P&G's Guideline	Sum	1		
A.1.2.		Stores (Container)	Sum	1		
A.1.3.		Sanitation	Sum	1		
A.1.4.		Electricity	Sum	1		
A.1.5.		Supply and Install Diamond mesh fencing at 1.8 meters high for a yard 15m long x 15m wide	60m	120		
A.1.6.		Supply and Install 1 Diamond mesh Lockable Gate 1.8m high x 3.6m wide	each	2		
A.2.	Sign Board Labour					
A.2.1		Contractor shall erect on site, maintain throughout the construction duration	each	1		
A.3.	Health and Safety measures (In terms of 34-333)	Safety & Health, Environmental				
A.3.1		Compliance with OH&S Act & Construction Regulations.	Sum	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

A.4.	Materials Management					
A.4.1		The Contractor shall make allowance to receive at Mogale City stores, transport to site, offload and stack the free-issue materials supplied to the contractor.	Sum	1		
A.4.2		Once authorised by the Client, the unused materials shall be loaded, off-loaded, stacked and returned to the Mogale City Stores from where it originated.	Sum	1		
A.5.	Contractual requirements	Comply ,maintain all insurance and statutory contributions, etc.				
A.5.1.		Allowance to Comply ,maintain all insurance and statutory contributions, etc.	Sum	1		
		Sub-Total A				
B.	TIME RELATED ITEMS					
B.1	Site Establishment					
B.1.1.		Maintain Site Office and Meeting Room, Site Storage complete as per P&G's guideline	Weeks	48		
B.1.2.		Water	Weeks	48		
B.1.3.		Sanitation (service)	Weeks	48		
B.1.4.		Electricity (Eskom/Munic supply)	Weeks	48		
B.2	Security					
B.2.1.		Security on site - 24 Hour Unarmed Security (Must be registered with the appropriate body)	Weeks	48		
		Sub-Total B				
		Total 1				

.....
Signature of persons authorised to sign tender documents

.....
Date

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:2		FOUNDATIONS AND SUPPORT				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
EXCAVATIONS AND TRENCHING		Excavate, Backfill and Compact and Import Backfill Class 2 pickable soil (including the hand removable of rock and boulders) where required for Holes and Trenches required for planting Poles, Stays, Struts, Flying Stays and Earth Electrodes as follows:				
2.1.1		a hole of 1.3 meter deep for a 7 meter pole	e.a.	1		
2.1.2		a hole of 1.5 meter deep for a 9 meter pole	e.a.	1		
2.1.3		a hole of 1.7 meter deep for a 10 meter pole	e.a.	1		
2.1.4		a hole of 1.8 meter deep for a 11 meter pole	e.a.	1		
2.1.5		a hole of 2 meter deep for a 12 meter pole	e.a.	1		
2.1.6		a hole of 2.2 meter deep for a 13 meter pole	e.a.	1		
2.1.7		a hole of 2.2 meter deep for a 14 meter pole	e.a.	1		
2.1.8		a hole of 2.2 meter deep for a 16 meter pole	e.a.	1		
2.1.9		a hole of 2.4 meter deep for a 18 meter pole	e.a.	1		
2.1.10		a hole of 1.3 meter deep for a LV stay with 12mm diameter rod	e.a.	1		
2.1.11		a hole of 1.8 meter deep for a MV stay with 20mm diameter rod	e.a.	1		
2.1.12		a hole of 0.5 meter deep for a LV strut pole	e.a.	1		
2.1.13		a hole of 0.5 meter deep for a MV strut pole	e.a.	1		
2.1.14	0854	Excavate, Backfill and Compact and Import Backfill Class 2 pickable soil (including the hand removable of rock and boulders) where required for Trenches used for laying Medium Voltage Cable (1000 mm deep x 500 mm wide)	m	1		
2.1.15	0854	Excavate, Backfill and Compact and Import Backfill using Mechanical boring/Rock Drill or Jack Hammer for Trenches used for laying Medium Voltage Cable (1000 mm deep x 500 mm wide)	m	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:2		FOUNDATIONS AND SUPPORT				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.2		Excavate, Backfill and Compact and Import Backfill using Mechanical boring/Rock Drill or Jack Hammer (Irrespective of depth) of hole where required for Holes and Trenches required for planting Poles, Stays, Struts, Flying Stays and Earth Electrodes as follows:				
2.2.1		Rock drilling and labour required	e.a.	1		
2.2.2		mechanical boring (Auger) device and labour required	e.a.	1		
2.2.3		Excavate using a jack hammer and compressor	e.a.	1		
2.2.4		Blasting and labour required	e.a.	1		
2.2.5		Supply of imported soil (Class 1)	m ³	1		
2.3		Pole Planting By hand/Crane as follows:				
2.3.1	0050	POLE,WOOD 7.0X100-120 TOP DIA	e.a.	1		
2.3.2	0055	POLE:140-159MM TOP DIA X LG 9 M;WOOD	e.a.	1		
2.3.3	0052	POLE,WOOD 10.0m x 160-179	e.a.	1		
2.3.4	0051	POLE:180-199MM TOP DIA X LG 11M ;WOOD	e.a.	1		
2.3.5	0053	POLE:180-199MM TOP DIA X LG 12 M;WOOD	e.a.	1		
2.3.6	0056	POLE,WOOD 13.0 x 200-219	e.a.	1		
2.3.7	0056	POLE,WOOD 14.0 x 200-219	e.a.	1		
2.3.8	0056	POLE,WOOD 15.0 x 200-219	e.a.	1		
STAYS AND STRUTS		Supply and install stays, flying stays, struts. Accessories include staywire, stayrods, stay plates, soil anchors, stay insulators, guy grips stay mounting brackets, mounting hardware, anti-climbing devices, stayguards and danger labels. Poles and excavations are measured elsewhere. The installation and erection of strut poles are measured here				
2.40		Installing Stay and strut assemblies				
2.4.1	0341 (Sh 1 of 5)	LV STAY ASSEMBLY (LV - 35kN) WOOD	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:2		FOUNDATIONS AND SUPPORT				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.4.2	0341 (Sh 2 of 5)	MV STAY ASSEMBLY (MV - 97kN) WOOD POLES	e.a.	1		
2.4.3	0342 (Sh 2 of 3)	MV STRUT ASSEMBLY SWIVEL BRACKET 11m, 12m AND 13m ,14,15 WOOD POLES/LV Strut	e.a.	1		
2.4.4	0342 (Sh 3 of 3)	LV STRUT ASSEMBLY WOOD H - POLE FOR -11m , 12m and 13m,14,15 poles/LV Strut	e.a.	1		
				Total 2		

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Signature of persons authorised to sign tender documents

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Date

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Part C2: Pricing Data
C2.2 Bills of Quantities

Bill No:3		MV OVERHEAD SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
MV CONDUCTOR		Supply and Install ACSR conductor. Material quantity to allow for 5% sag in addition to actual conductor length quantity. Installation includes handling, stringing and final sagging.				
3.1.1	3136	MV Bare ACSR Fox	m	1		
3.1.29	3136	MV Bare ACSR Mink	m	1		
3.1.3	3136	MV Bare ACSR Hare	m	1		
MV STRUC TUR ES		Supply and erect MV structures and support structures including stays, flying stays, struts as per Eskom DDT 0400, 1300, 1700, 1800 drawings and Mogale City specific Engineering instructions. Auxiliary equipment and Accessories such as staywire, stayrods, stay plates, soil anchors, stay insulators, guy grips stay mounting brackets, mounting hardware, anti-climbing devices, stayguards, danger labels, bonding, BIL downwire, jumpers, jumper terminations, pole and xarm mounting and mounting hardware, conductor attachment hardware and insulators must be included. MV intermediate structures shall have a spark gap device installed on its BIL downwire.				
3.2.1	1821	Sectionalizer Structure - In-line arrangement	e.a.	1		
3.2.10	1825	Recloser Structure -In-line arrangement	e.a.	1		
3.2.11	1828	Sectionalizer Structure - Out-of-line arrangement	e.a.	1		
3.2.12	1829	Recloser Structure -Out-of-line arrangement (By-pass structure not included)	e.a.	1		
3.2.13	1829B	Recloser structure – General arrangement (INCLUDING PMRTV) (sheet 1 of 2) (Bypass structure not included)	e.a.	1		
3.2.14	2-WT-1275	Recloser structure – General arrangement (INCLUDING PMRTV) (sheet 1 of 4) this is excluding the main line structures measured elsewhere	e.a.	1		
3.2.1	1830	Regulator - 100 / 200A Open Delta – In-line arrangement General Arrangement (sheet 1 of 6)	e.a.	1		
3.2.2	1830	Regulator - 100 / 200A Closed Delta – In-line arrangement General Arrangement (sheet 1 of 6)	e.a.	1		
3.2.3	1832	Single Pole-mounted Capacitor Bank	e.a.	1		
3.2.4	1833B	Regulator - 100 / 200A Open Delta – General Arrangement (sheet 1 of 3)	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:3		MV OVERHEAD SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.2.5	1834B	Regulator - 100 / 200A Closed Delta - General Arrangement (Sheet 1 of 2)	e.a.	1		
3.2.6	1841	CT/VT Metering - Statistical – In-line arrangement	e.a.	1		
3.2.7	1842	Line Arrestors 1.3m Long Steel X-arm Staggered Vertical Configuration	e.a.	1		
3.2.8	1843	Line Arrestors 2.5m Long Wooden X-arm Vertical Configuration	e.a.	1		
3.2.9	1844	Line Arrestors H-pole Configuration	e.a.	1		
3.2.10	1845	Line Arrestors Delta Configuration	e.a.	1		
3.2.11	1846	CT/VT Metering - Statistical – Out-of-line arrangement	e.a.	1		
3.2.12	1860	Transformer - 5-100kVA Single Pole Mounted	e.a.	1		
3.2.13	1861	TRANSFORMER - 100-200kVA / 2-POLE PLATFORM MOUNTED (H-POLE) GENERAL ARRANGEMENT	e.a.	1		
3.2.14	1862	TRANSFORMER 300-500kVA - 5-POLE DOUBLE PLATFORM MOUNTED GENERAL ARRANGEMENT	e.a.	1		
3.2.15	1865	Transformer - 100-200 kVA 2-Pole Platform Mounted (Out-of-Line)	e.a.	1		
3.2.16	1866	Transformer - Out- of- Line 16kVA to 100kVA/64kVA	e.a.	1		
3.2.17	1867	Transformer - Single pole mount 'back-to-back- 2 x 64kVA - General arrangement	e.a.	1		
3.2.18	1868	Transformer - Extended double platform mount - >500kVA - General arrangement	e.a.	1		
3.2.19	0058	POLE,WOOD 7.0X100-120 TOP DIA	e.a.	1		
3.2.20	0050	POLE:140-159MM TOP DIA X LG 9 M;WOOD	e.a.	1		
3.2.21	0050	POLE,WOOD 10.0m x 160-179	e.a.	1		
3.2.22	0050	POLE:180-199MM TOP DIA X LG 11M ;WOOD	e.a.	1		
3.2.23	0051	POLE:180-199MM TOP DIA X LG 12 M;WOOD	e.a.	1		
3.2.24	0052	POLE,WOOD 13.0 x 200-219	e.a.	1		
3.2.25	0052	POLE,WOOD 14.0 x 200-219	e.a.	1		
3.2.26	0052	POLE,WOOD 15.0 x 200-219	e.a.	1		
3.2.27	0341 (Sh 1 of 5)	LV STAY ASSEMBLY (LV - 35kN) WOOD	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:3		MV OVERHEAD SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.2.28	0341 (Sh 2 of 5)	MV STAY ASSEMBLY (MV - 97kN) WOOD POLES	e.a.	1		
3.2.29	0342 (Sh 2 of 3)	MV STRUT ASSEMBLY SWIVEL BRACKET 11m, 12m AND 13m ,14,15 WOOD POLES/LV Strut	e.a.	1		
3.2.30	0342 (Sh 3 of 3)	LV STRUT ASSEMBLY WOOD H - POLE FOR -11m , 12m and 13m,14,15 poles/LV Strut	e.a.	1		
3.2.31	1743	3 Phase - Delta / 2,5m Wood X-arm - Strain – 0° Deviation	e.a.	1		
3.2.32	1744	3 Phase - Delta /2,5m wood X-arms - strain - Medium(1° - 60°) deviation	e.a.	1		
3.2.33	1745	3 Phase - Delta /2 x 2,5m wood x-arms/ 3x2.5 wood x-arms - strain - (60° - 90°) deviation	e.a.	1		
3.2.34	1746	3 Phase - Delta / 2,5m Wood X-arm - Strain – Terminal	e.a.	1		
3.2.35	1785	3 Phase - Staggered Vertical (800mm spacing) 0° Deviation Concrete Poles	e.a.	1		
3.2.36	1786	3 Phase - Vertical (800mm spacing) Strain 0° Deviation 10kN Concrete Poles	e.a.	1		
3.2.37	1787	3 Phase - Vertical (800mm spacing) Strain 0-30° Deviation 10kN Concrete Poles	e.a.	1		
3.2.38	1788	3 Phase - Vertical (800mm spacing) Strain Large (30-60°) Deviation 10kN Concrete Poles	e.a.	1		
3.2.39	1789	3 Phase - Vertical (800mm spacing) Strain -Terminal (10kN Concrete Poles)	e.a.	1		
3.2.40	1790	Heavy Conductor - 3 Phase Delta-3500mm Wooden X-arm Intermediate 0° Deviation	e.a.	1		
3.2.41	1793	Heavy Conductor H-Pole Suspension Structure	e.a.	1		
3.2.42	1793	Heavy Conductor H-Pole Suspension Structure- With Spark Gap Device	e.a.	1		
3.2.43	1794	Heavy Conductor H-Pole Braced In-Line strain	e.a.	1		
3.2.44	1795	Heavy Conductor H-Pole Braced Angle strain (1-60°)	e.a.	1		
3.2.45	1796	Heavy Conductor H-Pole Braced Terminal structure	e.a.	1		
3.2.46	1747	3 Phase - Delta / 2X2,5m Wood X-arm - Strain – 0° Deviation	e.a.	1		
3.2.47	1748	3 Phase - Delta /2x2,5m wood X-arms - strain - Medium(1° - 60°) deviation	e.a.	1		
3.2.48	1749	3 Phase - Delta / 2x2,5m Wood X-arm - Strain – Terminal	e.a.	1		
3.2.49	1870	3 Phase - T/frame / 2m steel x-arm - intermediate - 0° Deviation	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:3		MV OVERHEAD SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.2.50	1804	3 Phase Take-off - 2,5m Wooden X-arm	e.a.	1		
3.2.51	1805	3 Phase Take-off - 2 x 2,5m Wooden X-arm	e.a.	1		
3.2.52	1783	3 Phase - Trips- Strain – 0° Deviation	e.a.	1		
3.2.53	1873	3 Phase Take-off - 2 x 2,5m Wooden X-arm	e.a.	1		
MISCELLANEOUS		Allow for the following end items to be applied as per relevant instructions/bulletins/procedures and standards where not already allowed for in structure package. Note the cross arms below are applicable for existing structures only.				
3.3.1	3175	Damper, vibrat spiral 8.29-11.71 D3175	e.a.	1		
3.3.2	3175	Damper, vibrat spiral 11.72-14.30 D3175/ Anti Climbing Device	e.a.	1		
3.3.3	3073	Joint, M/Span Mink/Pine I/C D3073	e.a.	1		
3.3.4	3073	Joint, M/Span Hare/Oak I/C D3073	e.a.	1		
3.3.5	3073	Joint, M/Span Fox /35 I/C D3073	e.a.	1		
3.3.6	3228	Joint, Full Ten Auto Hare/Oak D3228	e.a.	1		
3.3.7	3228	Joint, Full Ten Auto Mink/Pine D3228	e.a.	1		
3.3.8	0061	X/ARM,WOOD:160-179 22MM HOLES;LG 2.5 M PREDRILLED	e.a.	1		
3.3.9	0064	XARM,WOOD 3.5x160-179 TOP DIA	e.a.	1		
3.3.10	0064	XARM,WOOD 4.5x160-179 TOP DIA	e.a.	1		
3.3.11	3071	XARM,STEEL STRAIN FOX 100x65x1700 LG	e.a.	1		
3.3.12	3072	XARM,STEEL STRN MINK+HAR125x75x1700LG	e.a.	1		
3.3.13	3049	Aluminium pole tag 25x150mm with pole number	e.a.	1		
3.3.14		Pegging of MV Poles/ Equipment Labels	e.a.	1		
				Total 3		

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Signature of persons authorised to sign tender documents

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:4		MV UNDERGROUND SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
MV CABLE		Supply and Install underground medium voltage cables. Material quantity to allow for 5% slack in addition to actual conductor length quantity. Installation includes handling, preparation including cable bedding and blanket, cable sleeves and concrete work.				
4.1.1	3136	50 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	1		
4.1.2	3136	70 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	1		
4.1.3	3136	95 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	1		
4.1.4	3136	150 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	1		
4.1.5	3136	185 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	1		
4.1.6		50 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	1		
4.1.7		70 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	1		
4.1.8		95 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	1		
4.1.9		150 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	1		
4.1.10		185 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	1		
4.1.11		95 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)		1		
4.1.12		150 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)		1		
4.1.13		185 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)		1		
4.1.14		300 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)		1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:4		MV UNDERGROUND SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
MV STRUCTURES		Supply and install MV Cable installation accessories including shear-off lugs and ferrules. Allow for Cable testing including Pressure test and phasing.				
4.2.1	8006	11kV 3 Core XLPE Indoor Cable Termination Kit 16 - 35 mm	e.a.	1		
4.2.2	8006	11kV 3 Core XLPE Indoor Cable Termination Kit 50 - 120 mm	e.a.	1		
4.2.3	8006	11kV 3 Core XLPE Indoor Cable Termination Kit 95 - 185 mm	e.a.	1		
4.2.4	8006	11kV 3 Core XLPE Outdoor Cable Termination Kit 16 - 35 mm	e.a.	1		
4.2.5	8006	11kV 3 Core XLPE Outdoor Cable Termination Kit 50 - 120 mm	e.a.	1		
4.2.6	8006	11kV 3 Core XLPE Outdoor Cable Termination Kit 95 - 185 mm	e.a.	1		
4.2.7	8005	11kV 3 Core PILC Indoor Cable Termination Kit 16 - 35 mm	e.a.	1		
4.2.8	8005	11kV 3 Core PILC Indoor Cable Termination Kit 50 - 120 mm	e.a.	1		
4.2.9	8005	11kV 3 Core PILC Indoor Cable Termination Kit 95 - 185 mm	e.a.	1		
4.2.10	8005	11kV 3 Core PILC Outdoor Cable Termination Kit 16 - 35 mm	e.a.	1		
4.2.11	8005	11kV 3 Core PILC Outdoor Cable Termination Kit 50 - 120 mm	e.a.	1		
4.2.12	8005	11kV 3 Core PILC Outdoor Cable Termination Kit 95 - 185 mm	e.a.	1		
4.2.13	8008	11kV 3 Core XLPE Cable Joint Kit 16 - 35 mm	e.a.	2		
4.2.14	8008	11kV 3 Core XLPE Cable Joint Kit 50 - 120 mm	e.a.	2		
4.2.15	8008	11kV 3 Core XLPE Cable Joint Kit 95 - 185 mm	e.a.	2		
4.2.16	8008	11kV 3 Core XLPE Cable Joint Kit 185 - 300 mm	e.a.	2		
4.2.17	8007	11kV 3 Core PILC Cable Joint Kit 16 - 35 mm	e.a.	2		
4.2.18	8007	11kV 3 Core PILC Cable Joint Kit 50 - 120 mm	e.a.	2		
4.2.19	8007	11kV 3 Core PILC Cable Joint Kit 95 - 185 mm	e.a.	2		
4.2.20	8007	11kV 3 Core PILC Cable Joint Kit 185 - 300 mm	e.a.	2		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:4		MV UNDERGROUND SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.2.21	8016	unscreened 11kV Separable Connectors - Set of 3 with Bolts & Nuts	e.a.	1		
4.2.22	8017	screened 11kV Seperable Connectors - Set of 3 withBolts & Nuts	e.a.	1		
4.2.23	8017	11kV 3 Core XLPE Cable Joint Trifurcating Kit 50 - 120 mm	e.a.	2		
4.2.24	8017	11kV 3 Core XLPE Cable Joint Trifurcating Kit 95 - 185 mm	e.a.	2		
4.2.25	8017	11kV 3 Core XLPE Cable Joint Trifurcating Kit 185 - 300 mm	e.a.	2		
4.2.26	8017	11kV 3 Core PILC Cable Joint Trifurcating Kit 50 - 120 mm	e.a.	2		
4.2.27	8017	11kV 3 Core PILC Cable Joint Trifurcating Kit 95 - 185 mm	e.a.	2		
4.2.28	8017	11kV 3 Core PILC Cable Joint Trifurcating Kit 185 - 300 mm	e.a.	2		
4.2.29	8021	11kV 3 Core PILC to XLPE transition cable joints 50 - 95 mm	e.a.	2		
4.2.30	8021	11kV 3 Core PILC to XLPE transition cable joints 120 -185 mm	e.a.	2		
		Total 4				

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Signature of persons authorised to sign tender documents

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:5		MV EQUIPMENT AND SWITCHGEAR				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
MV EQUIPMENT		Supply and Install MV Cable network equipment including excavations, compacting, pre-cast plinths, Vernon proofing, Stencilling and Equipment labelling using Chromadek and Aluminium material.				
5.1.1	8050	Miniature substation 11kV/420V 200kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	e.a.	1		
5.1.2	8050	Miniature substation 11kV/420V 200kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	e.a.	1		
5.1.3	8050	Miniature substation 11kV/420V 315kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	e.a.	1		
5.1.4	8050	Miniature substation 11kV/420V 315kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	e.a.	1		
5.1.5	8050	Miniature substation 11kV/420V 500kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	e.a.	1		
5.1.6	8050	Miniature substation 11kV/420V 500kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	e.a.	1		
5.1.7	8050	Miniature substation 11kV/420V 1000kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	e.a.	1		
5.1.8	8050	Miniature substation 11kV/420V 1000kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:5		MV EQUIPMENT AND SWITCHGEAR				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.1.9	SANS 1874	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-2CB with Metering unit		1		
5.1.10	SANS 1874	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-CB with Metering unit		1		
5.1.11	SANS 60044	11kV Ground Mounted Outdoor and Inland Oil filled CT VT Class 0.2 Metering unit		1		
5.1.12	1832	Single Pole-mounted Capacitor Bank	e.a.	1		
5.1.13	1833B	Regulator - 100 / 200A Open Delta – General Arrangement (sheet 1 of 3)	e.a.	1		
5.1.14	1834B	Regulator - 100 / 200A Closed Delta - General Arrangement (Sheet 1 of 2)	e.a.	1		
5.1.15	1841	CT/VT Metering - Statistical – In-line arrangement	e.a.	1		
5.1.16	1842	Line Arrestors 1.3m Long Steel X-arm Staggered Vertical Configuration	e.a.	1		
5.1.17	1843	Line Arrestors 2.5m Long Wooden X-arm Vertical Configuration	e.a.	1		
5.1.18	1844	Line Arrestors H-pole Configuration	e.a.	1		
5.1.19	1845	Line Arrestors Delta Configuration	e.a.	1		
5.1.20	1846	Pole top CT/VT Metering - Statistical – Out-of-line arrangement	e.a.	1		
5.1.21	1860	Transformer - 5-100kVA Single Pole Mounted	e.a.	1		
5.1.22	1861	TRANSFORMER - 100-200kVA / 2-POLE PLATFORM MOUNTED (H-POLE) GENERAL ARRANGEMENT	e.a.	1		
5.1.23	1862	TRANSFORMER 300-500kVA - 5-POLE DOUBLE PLATFORM MOUNTED GENERAL ARRANGEMENT	e.a.	1		
5.1.24	1865	Transformer - 100-200 kVA 2-Pole Platform Mounted (Out-of-Line)	e.a.	1		
5.1.25	1866	Transformer - Out- of- Line 16kVA to 100kVA/64kVA	e.a.	1		
5.1.26	1867	Transformer - Single pole mount 'back-to-back- 2 x 64kVA - General arrangement	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:5		MV EQUIPMENT AND SWITCHGEAR				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.1.27	1868	Transformer - Extended double platform mount - >500kVA - General arrangement	e.a.	1		
MV ISOLATORS		Supply and install MV isolators according to Eskom DDT 1800 series where applicable. Accessories to include: solid inserts, expulsion type fuses, jumper terminations, mounting hardware. Disconnectors to be supplied with suitable labels. Phase-phase isolators to only have one covered jumper. The jumper support insulator is excluded and if required it may be selected as miscellaneous item. Cross-arms are included.				
5.2.1	1848	Section Links - Cut-outs - 2,5m Wood X-arm / Single Pole (three phase) / Link Assemble	set	1		
5.2.2	1852	By-pass Links - Cut-outs - 3,5m / 4,5m Wood X-arm / H-pole	set	1		
5.2.3	1853	Equipment Isolating (in-out) Links - Cut-outs - 2 x 2,5m Wood X-arm / H-pole	set	1		
5.2.4	1857	Section / By-pass switch - Tri-switch – Single pole	set	1		
5.2.5	1858	Section / By-pass switch - Tri-switch - H-pole 1800 spacing	set	1		
MV / LV EARTHING		Supply and Install equipment earthing as per relevant Eskom DDT 1800 series, DDT0600 and DDT0200 series assembly drawing and OU specific SI Engineering instructions. All auxiliary equipment such as earth electrodes, earth connectors and conductor to be included. All excavations are measured elsewhere.				
5.3.1	0627	Conventional Transformer MV Earth	e.a.	1		
5.3.2	0627	Conventional Transformer LV Earth	e.a.	1		
5.3.3	1825 1829	Recloser MV Earth (2-WT-1275)	e.a.	1		
5.3.4	1830 1833	Open Delta Voltage Regulator MV Earth	e.a.	1		
5.3.5	1831 1834	Closed Delta Voltage Regulator MV Earth	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:5		MV EQUIPMENT AND SWITCHGEAR				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.3.6	1841 1846	MV CT VT Statistical Metering	e.a.	1		
5.3.7	1821 1828	Sectionalizer MV Earth	e.a.	1		
MV TESTING		Allowance shall be made for the complete testing and commissioning of Medium Voltage equipment. Tests to include earth electrode resistance measurement. Transformer to include a LV earth electrode resistance measurement.				
		Soil Resistivity Tests for Equipment to be performed as appropriate and must be according to Eskom Standard, as per Supplier's Invoice+10% Handling Fee.	e.a.	1		
5.4.1		MV Earth Electrode Test	e.a.	1		
5.4.2		LV Earth Electrode Test	e.a.	1		
		Total 5				

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Signature of persons authorised to sign tender documents

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Date

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:6		LV Overhead SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
LV CONDUCTOR		Supply and Install LV Conductor and Material quantity to allow for 5% Sag in addition to actual conductor length quantity. Installation includes handling, stringing and final sagging.				
6.1		A. Stringing				
6.1.1	3141	COND,Aerial Bundle 2C XLPE 35SQ NEUT	m	1		
6.1.2	3141	COND,Aerial Bundle 3C XLPE 35SQ NEUT	m	1		
6.1.3	3141	COND,Aerial Bundle 4C XLPE 35SQ NEUT	m	1		
6.1.4	3141	COND,Aerial Bundle 2C XLPE 70SQ NEUT	m	1		
6.1.5	3141	COND,Aerial Bundle 3C XLPE 70SQ NEUT	m	1		
6.1.6	3141	COND,Aerial Bundle 4C XLPE 70SQ NEUT	m	1		
LV STRUCTURES		Supply and erect LV support structures as per Eskom DDT 1100 (only use insulated neutral ABC). Auxiliary equipment such as strain clamps, suspension clamps, cable ties, IPC's , end caps, LV shackle insulators, binding wires, D brackets, dead end preforms, threaded rods, pigtail bolts, eyenuts, terminations to be included. Pole, stay and strut material and excavations are measured elsewhere.				
6.2.		C. List of Three-phase ABC wood pole				
6.2.1	1100	LV 3 phase insulated/bare neutral ABC Suspension Assembly (0° - 30°)	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:6		LV Overhead SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.2.2	1120	LV 3 phase insulated/bare neutral LABC Terminal Assembly	e.a.	1		
6.2.3	1121	LV 3 phase insulated/bare neutral ABC Strain Assembly (0° - 60°)	e.a.	1		
6.2.4	1122	LV 3 phase insulated/bare neutral ABC Strain Assembly (60° - 90°)	e.a.	1		
6.2.5	1140	LV 3 phase insulated/bare neutral ABC T from Intermediate	e.a.	1		
6.2.6	1141	LV 3 phase insulated/bare neutral ABC Intermediate Suspension Assembly	e.a.	1		
6.2.7	1142	LV 3 phase insulated/bare neutral ABC T from Strain	e.a.	1		
6.2.8	1143	LV 3 phase insulated/bare neutral ABC X Intermediate-Strain Assembly	e.a.	1		
LOW VOLTAGE FUSE UNITS		Supply and install LV fuse units as per Eskom 0300 series assembly drawings. Accessories inclusive of fuse bracket and mounting hardware, fuse holders and appropriate labels. The LV NH00 fuse rating shall be as per the design.				
6.3.						
6.3.1	0309	Three phase trf and LV fuse holder connection - ABC conductor- 63A NH00	Set	1		
6.3.2	0309	Three phase trf and LV fuse holder connection - ABC conductor- 80A NH00	Set	1		
6.3.3	0309	Three phase trf and LV fuse holder connection - ABC conductor- 125A NH00	Set	1		
6.3.4	0309	Three phase trf and LV fuse holder connection - ABC conductor- 160A NH00	Set	1		
6.3.5	0309	Dual phase trf and LV fuse holder connection - ABC conductor- 63A NH00	Set	1		
6.3.6	0309	Dual phase trf and LV fuse holder connection - ABC conductor- 80A NH00	Set	1		
6.3.7	0309	Dual phase trf and LV fuse holder connection - ABC conductor- 125A NH00	Set	1		
6.3.8	0309	Dual phase trf and LV fuse holder connection - ABC conductor- 160A NH00	Set	1		
6.3.9	0309	Single phase trf and LV fuse holder connection - ABC conductor- 63A NH00	Set	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:6		LV Overhead SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6.3.10	0309	Single phase trf and LV fuse holder connection - ABC conductor- 80A NH00	Set	1		
6.3.11	0309	Single phase trf and LV fuse holder connection - ABC conductor- 125A NH00	Set	1		
6.3.12	0309	Single phase trf and LV fuse holder connection - ABC conductor- 160A NH00	Set			
Conventional and Split Meter LV POLE MOUNTED SERVICE BOXES		Install on a wooden and/or concrete pole a pole mounted distribution box as specified complete with pole mounting brackets (including sealing), cable ties, PG clamps, miniature circuit breaker(s), neutral, phase and earth bars, insulated copper tails for connecting to LV ABC, insulation piercing connectors and factory installed cable openings. Included shall be the stainless steel strapping, buckles and terminations of the tails onto the LV ABC. Eskom D-DT standards as amended will apply.				
6.4.						
6.4.1	3055	BOX,POLE TOP SPLIT METER 2-WAY 50A D3055	e.a.	1		
6.4.2	3055	BOX,POLE TOP SPLIT METER 4-WAY 50A D3055	e.a.	1		
6.4.3	3055	BOX,POLE TOP SPLIT METER 2-WAY 120A D3055	e.a.	1		
6.4.4	3055	BOX,POLE TOP SPLIT METER 8-WAY 50A D3055	e.a.	1		
LV TESTING		Allowance shall be made for the testing of e.a.ch LV distributor on accordance with the project specification. Included shall be the provision of test certificates and all documentation as required.				
6.5.						
6.5.1		LV Test.	e.a.	1		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:6		LV Overhead SYSTEM				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
MISCELLANEOUS		Allow for the following end items to be applied as per relevant Eskom Instructions/Bulletins/Procedures and Standards where not already allowed for in Structure Package				
6.6.						
6.6.1		POLE TOP BOX PHASING LABELS	e.a.	1		
6.6.2	3049	ALUMINIUM POLE TAG 25x150MM WITH POLE NUMBER	e.a.	1		
6.6.3		PEGGING OF LV POLES	e.a.	1		
		Total 6				

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Signature of persons authorised to sign tender documents

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:7		HOUSE SERVICE CONNECTIONS				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
DIRECT & INDIRECT CONNECTIONS		Supply and install House Connections (Type A & Type B). Accessories include house labels, pigtail bolts, strain clamps, cable saddles, passive base/ready board mounting hardware, threaded rods. Meters, Customer interface units, ready boards, service cable, poles and excavations are measured elsewhere.				
7.1.1	0360	LV service connection direct to dwelling (from the pole top box to the pre-paid meter) (Type A) to brick dwelling	e.a.	1		
7.1.2	0361	LV service connection with service pole (from the pole top box to the pre-paid meter) (Type B) to tin/mud dwelling	e.a.	1		
7.1.3	0366	Service suspension assembly	e.a.	1		
7.1.4	0384	Service strain assembly	e.a.	1		
SERVICE CABLE, METERS & BASES		Supply and Install Customer Interface units, ECU's, ready boards, passive base units. Accessories include mounting hardware. Allow for suitable sealing and testing of meters for COC and OHS Act. Conductor Material quantity to allow for 5% sag in addition to actual conductor length quantity. Installation includes handling, stringing and final sagging				

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No:7		HOUSE SERVICE CONNECTIONS				
No	D-DT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7.2.1	3145	METER, SPLIT DIN RAIL 60A PLC (Landis & Gyr E460P or similar)	e.a.	1		
7.2.2	3145	CUSTOMER INTERFACE UNIT(CIU) L&G PLC	e.a.	1		
7.2.3	3145	METER, SPLIT DIN RAIL 20A PLC	e.a.	1		
7.2.4	3176	READYBOARD,SPLIT METER 2x16A SKTS D3176	e.a.	1		
7.2.1	3141	CABLE 1kV 2C 6SQ TINNED CU STEEL CONC COMM D3141	m	1		
CUSTOMER DATA COLLECTION		Capturing and handing over of customer data and updated PCS file				
7.3.1		Customer data capturing of coordinates, customer application form and safety form and to be presented to the Project Manager in the required PCS file format.	e.a.	1		
	Total 7					

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Signature of persons authorised to sign tender documents

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Part C3: Scope of Work



THE CONTRACT

C3: SCOPE OF WORK

C3: SCOPE OF WORK

C3.1 Description of Works

C3.1.1 General

Mogale City holds an electricity license issued by the National Energy Regulator of South Africa (the “NERSA”) for distribution, supply and trading of electricity to consumers residing within its supply area in terms of the license. The electricity is supplied through an electrical network infrastructure that is operated and maintained by Mogale City’s Department of Utilities Management Services (UMS) under the Electricity Division (the “UMS Energy Services”).

In addition to the electricity distribution services, Energy Services division within UMS is also responsible for the operation and maintenance of public lighting (or commonly referred to as Streetlights) and traffic signalling infrastructure.

The Works are related to the engineering, procurement and construction of electricity infrastructure that is essential for the operation and maintenance of Mogale City electricity supply network in terms of the NERSA license and codes. The Standardized Specifications applicable to these contract are listed in the Project Specification.

C3.1.2 Employers Objectives

The objective of the Employer is to appoint a Contractor/s to provide services to its Department of Utilities Management Services (UMS) for supply, erect, install, test and commissioning of high and medium voltage (HV and MV) structures and equipment on an as-when-required basis for a period of three (3) years.

The services will ensure that new consumers of electricity are connected to the electricity, customer upgrades are effected, major repair work and refurbishment of Mogale City electricity network.

C3.1.3 Overview of the Works

The Works will comprises of various electrical works that would include, *inter alia*, the following:

- Installation of Miniature substations complete with foundations and protection equipment;
- Laying, jointing and termination of 6.6kV up to and including 22kV Cables;
- Laying, jointing and termination of low or less cables;
- Erection of overhead high and medium voltage distribution lines;

- Erection of overhead low voltage distribution lines and service connections including electricity dispensing unit (prepaid meters) and non-dispensing electricity meters with demand measurements;
- Installation of pole-top MV/LV transformers complete with overvoltage/current and earth fault protection;
- Installation of other protection equipment like reclosing circuit breakers, isolators, links etc that are normally required for smooth operation and maintenance of medium voltage distribution networks; and
- Installation of metering equipment including enclosures required to safeguard the electrical equipment.

C3.1.4 Extent of the Work

The extent of the work will be defined in the Works Order as-and-when required for the duration of the Contract.

C3.1.5 Management Meetings and Progress report

The following meetings and progress report will be required as minimum for the management of the contract.

- The Contractor shall maintain and update As-Built drawings as per Detailed Specifications;
- Contractors must allow for the preparation of a detailed programme reflecting the outage dates;
- Completion and submission of the Expanded Public Works Programme report;
- Security on site - 24 Hour Unarmed Security (Must be registered with the appropriate body);
- Monthly client site meeting (using standard agenda for management control) and progress report;
- Technical meetings and progress report as required for each phase of the work; and
- Monthly safety meetings and progress report in terms of the OHS requirements.

C3: SCOPE OF WORK

C3.2 Project Specifications

C3.2.1.1 General Description

Mogale City uses Eskom standards and specification for its technology as accessible through the Eskom Technology website at a fee. Contractors are expected to have access to Eskom standards. Reference to drawing numbers used by Eskom that begin with “D-DT” will be made across the documents against any structure that has the relevant drawing specification.

C3.2.2 On site specification

The Contractor shall establish and maintain a site camp when allocated a Works Order that requires a construction period of at least two month and allow for removal of such upon completion of Works. Ensure that the site camp has Office and Meeting Room, Container Stores, Water and Sanitation and Electricity supply. Security on site - 24 Hour Unarmed Security (Must be registered with the appropriate body)

Ensure compliance with OH&S Act & Construction Regulations.

The Contractor shall maintain and update As-Built drawings as per Detailed Specifications

Contractors must allow for the preparation of a detailed programme reflecting the outage dates.

The Contractor shall make allowance to receive, transport to site, offload and stack the free-issued materials supplied to the Contractor.

Once authorised by the Client, the unused materials shall be loaded, off-loaded, stacked and returned to the Mogale City Store.

Ensure Completion and submission of the Expanded Public Works Programme report and Comply with and maintain all insurance and statutory contributions.

Transport of resources to and from site will be done in terms of OHS Act (T). The cost to the Contractor to provide safe transport for his employees should be in terms of the Construction Regulations Clause 21 (2) (a).

C3.2.3 Qualified Personnel

All work must be carried out by a competent person or under the supervision of a competent person in accordance with the Regulations of the Occupational Health and Safety Act.

C3.2.4 Site to be kept clean

During progress of the works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he/she is responsible in an orderly and safe manner and shall keep the site free from debris and obstructions inter alia in compliance with Construction Regulations, 2014, as promulgated in Government Gazette No: 37307 and Regulation Gazette No: 10113 of 07 February 2014, in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS), as amended.

All redundant materials, rubbish and waste arising from the work must be regularly removed from the Site at the Contractor's cost and the Site and buildings left clean and tidy and shall be disposed of in accordance with Safety, Health and Environmental (SHE) management prescript.

C3.2.5 SANS specifications and codes of practice

All reference in this document to South African National Standards (SANS) specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations and Standards Act (Act 103 of 1973) (NBRs), and Regulations as amended, shall be deemed references to the latest issues of such specifications and codes

C3: SCOPE OF WORK

C3.3 Safety Health and Environmental

- C3.4.1. Mogale City requires that Contractors must compile their Safety Health and Environmental (SHE) programs and SHE plans.
- C3.4.2. Contractors must execute work safely on-site and assume measures to maintain health, safety and good environment due to their activities/services in order to prevent any injury to employees and or other people who is not employees and members of public or damage to environment.
- C3.4.3. A contractor is responsible for ensuring that his/her employees and the employees of any appointed contractors comply with all applicable occupational health and safety legislative requirements and the policies and procedures as required by Construction Regulations. The contractor has the responsibility to implement and maintain all necessary safety, health and environmental precautions and procedures.
- C3.4.4. Details of compliance with appropriate control measures and strategies should be included in the SHE file that will be always accessible on site as and when requested.
- C3.4.5. All contractors shall use the applicable safety, health and environmental information standard to develop a suitable and sufficient health, safety and environmental plan, which will indicate the level of compliance with the health, safety and environmental requirements
- C3.4.6. A final health, safety and environmental plan will be approved and signed by Mogale City assigned Project Manager. The contractor is, thereafter, required to evaluate any appointed contractors that will be appointed by the Principal Contractor and compliance proof will be included in safety file of contractors.
- C3.4.7. The contractor will not be allowed to commence work on site until the safety, health and environmental plan has been approved.
- C3.4.8. The contractor's SHE management system must demonstrate compliance with the level appropriate to the service provided and with the applicable legal requirements. The contractor and its employees must be able to carry out their work in a safe manner, using correct procedures for safe plant, equipment and substances, employing systems of work that are safe, and providing adequate instruction, training, and supervision to all employees.

PART C3: SCOPE OF WORK

C3.4 Quality Management System

- C3.4.1. Mogale City expects its Contractors to develop, implement, maintain and continually improve a quality management system (QMS) that is based on ISO 9001 at least.
- C3.4.2. The QMS must include documentation such as work procedures, work instructions, method statements, work flow documentation as a basic requirement.
- C3.4.3. ISO 9001 certification from SANAS approved verification agent is encouraged.
- C3.4.4. Contractors are required to submit quality assurance plans for each Works Order issued
- C3.4.5. Management of records for the projects including drawings, test reports, certification etc. must be strictly be in accordance with the QMS standards.

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Part C4: Site Specification



THE CONTRACT

C4: SITE SPECIFICATION

C4: SITE SPECIFICATION

The purpose of the Tender is to appoint suitable Contractors that will be assisting Mogale City in its operation and maintenance of electricity supply utility services throughout its licensed area as issued by the NERSA.

It is therefore expected that the successful bidder will be required to perform work at various sites at instructed through a Works Order to be issued as and when required. The quantities in the Bill of Quantities are indicative for costing purposes and may be more or may be less throughout the contract value.

The average ambient parameters in Krugersdorp are stipulated hereunder.

C4.1 Site Specification / Parameters

Altitude: 1 738 meters above sea level.

Temperature:

Max: 35°C

Min: -6°C

Humidity:

During the night: 100 % relative humidity

During the day: 25 % relative humidity

Lightning:

Severe lightning storms prevail.