

TENDER NO: IDS(B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Part T1: Tendering Procedures



DEPARTMENT INFRASTRUCTURE DEVELOPMENT SERVICES: BUILDING MAINTENANCE

TENDER NUMBER: IDS (B&F) 15/2025

TENDERS ARE HEREBY INVITED FROM THE CONTRACTOR WITH THE CIDB GRADING OF 2ME OR HIGHER FOR SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON 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	
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:
Tender Amount carried from Form of Offer (incl VAT)	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 Infrastructure Development Services
 P O Box 94
 KRUGERSDORP
 1740

Municipality		Contractor	
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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.

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Part T1: Tendering Procedures

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T1: TENDERING PROCEDURES

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T1.2 Tender Data

PART 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:	IDS (B&F) 15/2025	CLOSING DATE:	TUESDAY 29 OCTOBER 2024	CLOSING TIME:	11:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM THE CONTRACTOR WITH THE CIDB GRADING OF 2ME OR HIGHER FOR SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND 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 (STREET ADDRESS)

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		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

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T1.2 Tender Data

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		TOTAL BID PRICE	
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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T1.2 Tender Data

ADVERTISED IN: The Star

PUBLISHING DATE: Friday 13 September 2024

TENDER NO: IDS (B&F) 15/2025

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Infrastructure Development Services: Building Maintenance

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Compulsory Briefing Session will be held on Thursday 26 September at 10:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.

No visual compulsory briefing session will be available.

Adjudication: 80/20

Tenders will be evaluated using Functionality evaluation criteria of **100** points of which the service provider is required to score the minimum of **70** 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 Specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality	X	10	X	
Outside the boundaries of the Municipality, but within the West Rand District Municipality	X	6	X	
Within the boundaries of Gauteng Province	X	4	X	
Outside the boundaries of Gauteng Province	X	0	X	
Youth enterprise (Enterprise owned by persons younger than 35 years).	X	5	X	
Gender (woman owned enterprises).	X	5	X	

Documents Collection: Documents can be downloaded from the e-tender portal at www.etenders.gov.za or www.mogalecity.gov.za.

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T1.2 Tender Data

Technical Enquiries: scmenquiries@mogalecity.gov.za

Documents available: As from **Friday 13 September 2024** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Tuesday, 29 October 2024

Time: 11:00

Bid Box

Venue: Bid 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.

**A. MANDATORY DOCUMENTS
(IF NOT PROVIDED, THE BID WILL BE INSTANTLY DISQUALIFIED)**

1. Attendance of Compulsory Briefing Session and signing of attendance register when required. No bids will be considered from bidders who did not attend the Compulsory Briefing Session and completed the attendance register.
2. 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.
3. Mogale City Local Municipality will not accept any bid document with missing pages.
4. **CIDB GRADING OF 2ME OR HIGHER.**

FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BID NOT BEING FURTHER EVALUATED.

B. ESSENTIAL DOCUMENTS

(NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).

5. Completed and signed Municipal Bidding Documents:
 - 5.1. MBD 1: Invitation to tender.
 - 5.2. MBD 4: Declaration of Interest.
 - 5.3. MBD 6.1: Preferential Points.
 - 5.4. MBD 8: Declaration of bidders past supply chain management practices.
 - 5.5. MBD 9: Certificate of independent bid determination.

NOTE: The above documents must be submitted on the official and original forms of Mogale City and must not be re-typed or scanned or completed electronically i.e. must not be typed in. They must be completed in black ink, handwritten. Bids completed in pencil or any erasable pen will be regarded as invalid.

6. Submit Central Supplier Database (CSD) Registration Report or Summary Report.

MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES

7. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.
8. If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).
9. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business or director(s).

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T1.2 Tender Data

- 10. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,
 - 10.1. The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months.
- 11. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
 - 11.1. The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.
- 12. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.
- 13. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from The Trustee(s) must be furnished explaining that factor/relationship.
- 14. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.
- 15. Copies of director's ID.
- 16. Bids must be submitted in original document.

**C. TENDER CONDITIONS
(FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)**

- 17. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.
- 18. 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 are registered on the CSD prior to award letter/purchase order/signed contract being issued.
- 19. Bids 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.
- 20. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
- 21. No late tender will be accepted.
- 22. Telefax or e-mail bids will not be accepted.
- 23. All bids must be submitted on the official and original forms and must not be re-typed or typed or scanned. Bids must only be submitted on the bid documents as provided by Mogale City Local Municipality.
- 24. Bids must be completed in black ink, handwritten and must not be typed.
- 25. The use of tipp-ex is not allowed on the bid documents.
- 26. Bids completed in pencil will be regarded as invalid bids.

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T1.2 Tender Data

- 27. No page(s) must be removed from the original tender document.
- 28. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender document.
- 29. 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.
- 30. The Municipality reserves the right to appoint and not to appoint.
- 31. The validity period for this tender is one hundred and twenty (120) days.
- 32. A Corporate Social Responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful bidders if such company(s)/service provider(s) are not based in the area of jurisdiction of Mogale City.
- 33. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
- 34. All tender prices must be inclusive of VAT for all registered VAT vendors.

REGISTRATION AS A VAT VENDOR

- 34.1 Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 34.2 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 34.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of appointment will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 34.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

- 35. All bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 36. Bids will be opened immediately after the closing date and time in a venue to be indicated.
- 37. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
- 38. The Supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
- 39. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za.

OFFICE OF THE MUNICIPAL MANAGER

Municipality		Contractor	
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T1.2 Tender Data

PART T1: TENDERING PROCEDURES

T1.2 Tender Data

T1.2.1 Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960 of 10 July 2015, Board Notice 136 of 2015. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data 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.

T1.2.2 Tender Data

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender which follows this section (see Annex 1).

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	The tender documents issued by the Employer comprise of: Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management of the Works C3.6 Project Specifications C3.7 Health and Safety Specifications

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T1.2 Tender Data

	C3.8 Environmental Management During Construction Part C4: Site Information C4.1 Site Information
Clause Number	Tender Data
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
F.1.4	The Employer's agent is: Contact Person : Executive Manager Company Name : Department Infrastructure Development Services Address : Mogale City Local Municipality, P O Box 94 KRUGERSDORP 1740 Email Address : scmenquiries@mogalecity.gov.za
F.1.5	The Employer's right to accept or reject any tender offer: The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.
F.1.6.1	Data pertaining to targeted procurement This tender will be adjudicated and awarded in terms of the Mogale City Local Municipality Procurement Policy. The complete document can be requested from Mogale City Local Municipality. A list of trained local labour will be provided by the Municipal structure on award of the Tender.
F.1.6.2	Corporate Social Responsibility A 2% VAT inclusive contribution will be deducted from all certified payments to the contractor and will be deducted from the amount payable before payment is issued. This is only applicable to service providers outside of the Mogale City jurisdiction.
F.1.6.3.1	Tenderers shall submit their proposals. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.
F.2.1	Eligibility Criteria and Requirements CIDB Registration and Grading: 1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to <u>2ME OR HIGHER</u> class of construction work, are eligible to submit tenders. 2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal or higher to <u>2ME OR HIGHER</u> class of construction work; and 3) Joint ventures are eligible to submit tenders provided that: i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation in the, <u>2ME OR HIGHER</u> class of construction work; and iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal or higher to <u>2ME OR HIGHER</u> class construction work. 4) Information to be submitted with the tender:

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T1.2 Tender Data

	The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.
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Clause Number	Tender Data
F.2.7	The arrangements for the compulsory Project Briefing Session are: Date: Refer to Invitation to Tender Venue: Refer to Invitation to Tender Enquiries may be directed to scmenquiries@mogalecity.gov.za Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.13.	The tenderer must submit one tender offer only in a sealed envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are: Location of tender box: Reception desk of the Supply Chain Management Unit upper level of the West Wing of the Mogale City Civic Centre Physical Address: Corner Commissioner and Market Street in Krugersdorp. Identification Details: Tender reference number, Title of Tender Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers
F.2.13.6	This tender will be submitted as a 1 envelope tender document
F.2.13.10	Additional Clause: All annexures (for the Returnable Schedules) must be submitted in a separately bound document together with the tender document.
F.2.15.1	Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
F.2.16	All Bids shall remain valid for a period of one hundred and -twenty (120) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.
F.2.23	The Tenderer must provide the following with his submitted bid document. 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 Preference Points Claim Form T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices T2.2.9 Certificate of Independent Bid Determination T2.2.10 Capacity to Execute Work T2.2.11 Key Personnel/Project Team T2.2.12 Previous Experience T2.2.13 Schedule of Proposed Subcontractors T2.2.14 Rates for Special Materials T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting T2.2.16 Tax Compliance Pin T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.19 Municipal Accounts

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T1.2 Tender Data

	T2.2.20 Occupational Health and Safety Questionnaire
Clause Number	Tender Data
F.2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions: Tenders will be opened in public. Tender names and total prices, where practical will be read out.
F.3.8	Tenders will be deemed non-responsive if the following conditions are not met: <ul style="list-style-type: none"> • The contractors fails to comply with the pre-qualification criteria for preferential procurement. • The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender • The contractors fails to submit a valid CIDB certificate
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference. 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.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for Specific Goals. 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”.

FUNCTIONALITY EVALUATION CRITERIA

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:

- I. Failure to achieve the **minimum total score of 70, points out of 100 points**
- II. Failure to score the **minimum points in each Criteria section** (1, 2 and 3) listed in the Table A: Functionality Criteria below, If the bidder achieves a total score equal to or above the minimum of **70** points but fails to reach the minimum points stipulated for each criterion (1, 2 and 3) the bid will be deemed as non-compliant and will be rejected.
- III. If any criterion is rated zero points, the tenderer will be rejected, even if the **70** out of **100** points are achieved.

Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

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Table A: Functionality Criteria

1. Plant, Equipment and Resources			
<ul style="list-style-type: none"> Vehicles: Proof of ownership will be eNatis documents for vehicle. Equipment: A proof of ownership must be submitted on a company letterhead stating the equipment to be used on the project are owned by the company. <p>OR if hiring, letter from hiring company stating permission to use vehicle/equipment for this project should be attached with eNatis documents. (this letter should not be more than 12 months old)</p>			
Item	Equipment	Weight	Minimum
1.1	<p>a) Ownership:</p> <p>0 x Bakkie capable of executing the work. No eNatis documents for vehicle as proof of ownership and roadworthy certificate; (0 points)</p> <p>or</p> <p>1 x Bakkie capable of executing the work. Submit eNatis documents for vehicle as proof of ownership and roadworthy certificate; (10 points)</p> <p>Or</p> <p>2 x Bakkie capable of executing the work. Submit eNatis documents for vehicle as proof of ownership and roadworthy certificate; (20 points)</p> <p>b) Hiring</p> <p>0 x Bakkie capable of executing the work. No Signed letter of intent with eNatis documents for vehicle from the hiring company and roadworthy certificate (0 points)</p> <p>Or</p> <p>1 x Bakkie capable of executing the work. Signed letter of intent with eNatis documents for vehicle from the hiring company and roadworthy certificate (10 points)</p> <p>Or</p> <p>2 x Bakkie capable of executing the work. Signed letter of intent with eNatis documents for vehicle from the hiring company and roadworthy certificate (20 points)</p> <p>Note: No extra points will be allocated for more than 2 x Bakkies (owned or hired).</p>	<p>0</p> <p>10</p> <p>20</p> <p>0</p> <p>10</p> <p>20</p>	<p>10</p>
		20	10

2. Qualified Personnel			
<p><i>Detailed CV must be attached for each team member must be attached in waterproofing maintenance and repairs.</i></p> <p><i>Any change of submitted qualified personnel after appointment must be reported and replaced by equal or more qualified personnel in writing for the approval to MCLM.</i></p>			
Item	Personnel	Weight	Minimum

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T1.2 Tender Data

2.1	<p>Safety Officer</p> <p>Occupational Health and Safety Officer National Diploma or Higher - Proof of active Registration with a recognized professional body/ institution with SACPCMP or SAMTRAC. Three (3) years post qualification experience. (20 Points)</p> <p><u>1 x Air Conditioning and Refrigeration Artisan:</u></p> <p>Air Conditioning and Refrigeration Artisan with Trade Test Certificate and must have a minimum of two (2) years' experience in heating, ventilation, and air conditioning maintenance and repairs. (20 Points)</p> <p>(CV must include details of relevant experience in heating, ventilation, and air conditioning maintenance and repairs also copy of the Trade Test in electrical must be attached)</p>	20	30
2.2	<p><u>1 x Assistant Artisan</u></p> <p>Assistant Artisan with one (1) years' experience in heating, ventilation, and air conditioning maintenance and repairs. (10 Points)</p> <p>(CV must include details of relevant experience in working in heating, ventilation, and air conditioning maintenance and repairs)</p> <p>Note: Failure to comply with the minimum above on supra 2.1 & 2.2 will result to disqualification.</p>	10	20
		50	50

3. Company Experience

Signed and dated reference letters on the client's letterhead with contactable details indicating the successful completion of the works in heating, ventilation, and air conditioning maintenance and repairs. Contactable details refer to an active email(s) to which MCLM will send and receive correspondence within 14 working days, failure will result to unverified company experience therefore disqualification.

NB: Appointment letters SHALL NOT be accepted as reference letters.

Item	Experience	Weight	Min
3.1	<p>Three (3) projects completed of similar to the scope of work. (10 points).</p> <p>OR</p>		

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T1.2 Tender Data

	Four (4) to Eight (8) projects completed of similar to the scope of work (15 points) . OR Nine (9) and above projects completed of similar to the scope of work (30 points) .	30	10
		100	70
Total		100	70

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria. The service provider should at least score the minimum of **70** points out of the **100** points in order to be considered to the next evaluation phase.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

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T1.2.3 Annex 1

Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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T1.2 Tender Data

- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and Employer’s Agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement Procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure Using the Two Stage-System

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer’s Obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

F.2.2 Cost of Tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check Documents

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

F.2.4 Confidentiality and Copyright of Documents

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

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F.2.5 Reference Documents

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

F.2.6 Acknowledge Addenda

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

F.2.7 Clarification Meeting

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

F.2.8 Seek Clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

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

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

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

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

F.2.11 Alterations to Documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative Tender Offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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F.2.13 Submitting a Tender Offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked -financial proposall and place the remaining returnable documents in an envelope marked -technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and Data to be Completed in all Respects

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

F.2.15 Closing Time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer Validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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T1.2 Tender Data

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of Tender Offer After Submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide Other Material

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

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

F.2.19 Inspections, Tests and Analysis

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

F.2.20 Submit Securities, Bonds and Policies

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

F.2.21 Check Final Draft

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

F.2.22 Return of Other Tender Documents

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

F.2.23 Certificates

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

F.3 The Employer’s Undertakings

F.3.1 Respond to Requests from the Tenderer

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T1.2 Tender Data

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return Late Tender Offers

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

F.3.4 Opening of Tender Submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-Envelope System

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-Disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final

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T1.2 Tender Data

evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for Rejection and Disqualification

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

F.3.8 Test for Responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical Errors, Omissions and Discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- 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:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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. 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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F.3.10 Clarification of a Tender Offer

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

Data Pertaining to CIDB Registration**Basis for CIDB Rating Requirement – CIDB Table 8**

A contractor registered in a specific contractor's grading designation indicated in column 1 of Table 8, is considered to be capable of undertaking a contract in the range of values indicated in columns 3 and 4 in the class of construction works to which the category of registration relates to:

The tender value range adjustments set out in table 8 of regulation 17 is amended as follows:

Contractor Grading Designation	Tender Value Range Designation	Approved Adjustment
1 (Class of Construction Works)	1	R 500 000
2 (Class of Construction Works)	2	R 1 000 000
3 (Class of Construction Works)	3	R 3 000 000
4 (Class of Construction Works)	4	R 6 000 000
5 (Class of Construction Works)	5	R 10 00 000
6 (Class of Construction Works)	6	R20 000 000
7 (Class of Construction Works)	7	R60 000 000
8 (Class of Construction Works)	8	R200 000 000
9 (Class of Construction Works)	9	N/A

Information regarding the CIDB can be obtained from their website:

APPLICATION

2. These Regulations apply to organs of state as envisaged in the definition of Organ of state in section 1 of the Act.1

IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING

- 3 An organ of state must-
(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Municipality		Contractor	
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T1.2 Tender Data

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance

Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

Municipality		Contractor	
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(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

TENDERS TO BE EVALUATED ON FUNCTIONALITY

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality;

(b) the points for each criteria and, if any, each sub-criterion; and

(c) the minimum qualifying score for functionality.

(4) The minimum qualifying score for functionality for a tender to be considered further-

(a) must be determined separately for each tender; and

(b) may not be so-

(i) low that it may jeopardise the quality of the required goods or services; or

(ii) high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goals
- 3) Add the points scored for price and specific goals

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

Municipality		Contractor	
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T1.2 Tender Data

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below

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

- 4) (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):

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, (inclusive of all applicable taxes):

Where-

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where

N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

Municipality		Contractor	
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F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

Municipality		Contractor	
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F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. **F3.19.7** The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Municipality		Contractor	
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MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

Municipality		Contractor	
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PART 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 Preference Points Claim Form
- T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9 Certificate of Independent Bid Determination
- T2.2.10 Capacity to Execute Work
- T2.2.11 Key Personnel/Project Team
- T2.2.12 Previous Experience
- T2.2.13 Schedule of Proposed Subcontractors
- T2.2.14 Rates for Special Materials
- T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.16 Tax Clearance Certificate
- T2.2.17 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.18 Municipal Account
- T2.2.19 Occupational Health and Safety Questionnaire
- T2.2.20 Submit Central Supplier Database (CSD) Registration Report or Summary Report.
- T2.2.21 Bids must be submitted in original and copy of original and electronically on a USB which is PDF formatted.

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.

Municipality		Contractor	
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T2.2 Returnable Schedules

T2.1.1 Check List for Tender Submission

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					
T2.2.7	Preference Points Claim Form					
T2.2.8	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.9	Certificate of Independent Bid Determination					
T2.2.10	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.11	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.12	Previous Experience					
	Completion certificates/verification letter of successful completion by client attached					
T2.2.13	Schedule of Proposed Sub-Contractors					
T2.2.14	Rates for Special Materials					
T2.2.15	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.16	Tax compliance Pin number					
T2.2.17	Declaration of Good Standing Regarding Tax Income					
T2.2.19	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.20	Municipal Accounts					
T2.2.21	Occupational Health and Safety Questionnaire					
	Attach:					
	Management structure & organogram					
	Human resource plan					
	Letter of good standing					
	COID Insurance					

Municipality		Contractor	
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PART T2: RETURNABLE DOCUMENTS

T2.2 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

Municipality		Contractor	
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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 2021	R.
Year 2022	R.
Year 2023	R.
Anticipated turnover for 2024 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		

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025
TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED
T2.2 Returnable Schedules

Signed Date

Name Position

Tenderer

Municipality		Contractor	
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T2.2 Returnable Schedules

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

*AND/OR

* DELETE WHICH IS NOT APPLICABLE

AS WITNESS: 1.

Municipality		Contractor	
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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.....
CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....

Signed

Date

Name

Position

As Witness

Municipality		Contractor	
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**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 **“SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN”** (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.

Municipality		Contractor	
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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.)

Municipality		Contractor	
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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 2% 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 two percent (2%) on all payment made.

Signed Date

Name Position

Tenderer

Municipality		Contractor	
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T2.2 Returnable Schedules

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

Municipality		Contractor	
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T2.2 Returnable Schedules

T2.2.6



MBD 4

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.

.....

¹MSCM 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**

Municipality		Contractor	
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T2.2 Returnable Schedules

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:

Municipality 1		Municipality 2	
Consultant		Contractor	

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Municipality		Contractor	
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MBD 6.1

MOGALE CITY LOCAL MUNICIPALITY

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process

Municipality		Contractor	
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T2.2 Returnable Schedules

or any other method envisaged in legislation;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of 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 two (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 in the B-BBEE.
- 3.5 However, when the functionality is part of the evaluation process and two or more bids have scored equal points including the preference points for B-BBEE, the successful bid must be the one scoring highest score on functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

Municipality		Contractor	
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T2.2 Returnable Schedules

The specific goals allocated points in terms of this Tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality	X	10	X	
Outside the boundaries of the Municipality, but within the West Rand District Municipality	X	6	X	
Within the boundaries of Gauteng Province	X	4	X	
Outside the boundaries of Gauteng Province	X	0	X	
Youth enterprise (Enterprise owned by persons younger than 35 years).	X	5	X	
Gender (woman owned enterprises).	X	5	X	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

Municipality		Contractor	
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5.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

11. 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

11.1 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

Municipality		Contractor	
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11.2 Infrastructure and resources available to execute this contract

11.2.1 Physical facilities

Description	Address	Area (m ²)

11.3 Plant and equipment

Description: 14 Plant and equipment owned (or to be rented)	Number of units

Municipality		Contractor	
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11.4 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%

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

T2.2 Returnable Schedules

11.5 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

Municipality		Contractor	
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12. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____20_____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

11.1 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

Municipality		Contractor	
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T2.2 Returnable Schedules

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 forward the matter for criminal prosecution

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:

Municipality		Contractor	
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T2.2 Returnable Schedules

T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8

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:		
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:		

Municipality 1		Municipality 2	
Contractor 1		Contractor 2	

T2.2 Returnable Schedules

Item	Question	Yes	No
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"/>
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

Municipality		Contractor	
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T2.2.10



MBD 9

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.

Municipality		Contractor	
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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

IDS (B&F) 15/2025: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED.

(Bid Number and Description)

in response to the invitation for the bid made by:

Mogale City Local Municipality

(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

Municipality		Contractor	
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MBD 9

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.
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.

Municipality		Contractor	
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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

Municipality		Contractor	
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T2.2 Returnable Schedules

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

Municipality		Contractor	
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T2.2 Returnable Schedules

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		
Technician						
Assistant Technician						

Signed Date

Name Position

Tenderer

Municipality		Contractor	
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CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The

The CV's must be **attached in the separately bound document with all the returnable schedules.**

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:	

Certification:

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

.....
Signature of person named in the schedule

.....
Date

Municipality		Contractor	
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CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The

The CV's must be **attached in the separately bound document with all the returnable schedules.**

Air Conditioning and Refrigeration Artisan

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:			

Certification:

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

.....
Signature of person named in the schedule

.....
Date

Municipality		Contractor	
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CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The

The CV's must be **attached in the separately bound document with all the returnable schedules.**

Assistant Artisan

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:	

Certification:

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

.....
Signature of person named in the schedule

.....
Date

Municipality		Contractor	
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T2.2 Returnable Schedules

T2.2.13 Previous Experience

Provide the following information on **relevant previous experience**. Indicate comparable projects of the construction in Civil works 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:				
Email:	Email:				

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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

T2.2 Returnable Schedules

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

Municipality		Contractor	
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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

Municipality		Contractor	
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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:

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025
TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED
T2.2 Returnable Schedules

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

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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

T2.2 Returnable Schedules

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

Municipality		Contractor	
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T2.2.22 (a) MUNICIPAL ACCOUNTS

THE BIDDING ENTITY MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS / NINETY (90) DAYS PLUS IN ARREARS AT THE TIME OF THE CLOSING DATE.
THE DIRECTOR(S) OF THE BIDDING ENTITY / JOINT VENTURE / CONSORTIUM MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS / NINETY (90) DAYS PLUS IN ARREARS AT THE TIME OF THE CLOSING DATE.

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

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

T2.2 Returnable Schedules

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT OR SUMMARY REPORT

Municipality		Contractor	
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T2.2 Returnable Schedules

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?		
	<ul style="list-style-type: none"> • 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?		
	<ul style="list-style-type: none"> • 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:		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management.		
	Please describe.		

Municipality		Contractor	
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T2.2 Returnable Schedules

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?			

Municipality		Contractor	
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T2.2 Returnable Schedules

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

Municipality		Contractor	
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T2.2 Returnable Schedules

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 .?		
	Please provide a copy		
9.4	Please provide the following statistics for the last five years		

Municipality		Contractor	
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T2.2 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

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.1 Form of Offer and Acceptance

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.1 Form of Offer and Acceptance

PART 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:

Tender No : **IDS(B&F)15/2025**

Description of Works : **FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND 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: **FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND WHEN REQUIRED BASIS FOR THE 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)
FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND 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:

Municipality		Contractor	
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C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer (Continued)

Description	Construction Period (36 months)
FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS	

My/Our offer/s remains binding upon me and open for acceptance by the purchaser/client during the **validity period of one hundred and twenty (120 days)** indicated and calculated from the closing time of tender.

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.

Municipality		Contractor	
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C1.1 Form of Offer and Acceptance

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 Construction /Performance Guarantee 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 MCLM DELEGATED OFFICIAL of the municipality working on the particular project.
13. I/We confirm that I/We am duly authorized to sign this contract.

Name (Print)

Capacity

Signature

Name of Company

Date

WITNESSES
1.
2.
Date:

Municipality		Contractor	
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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 Infrastructure Development Services P O Box 94 KRUGERSDORP 1740
Address of Engineer/Appointed Consultant	1.11.16	N/A
Address of Contractor	1.1.19	*
Amount of Suretyship/ Construction Guarantee	8.6	
Time within Construction Guarantee to be provided	5.3.2	
Duration of Guarantee	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	
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	0% percent
Limit of retention money	6.10.3	0% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	Not permitted
	Clause in GCC 2015	
Delivery of Contractor's final Statement	6.10.8	

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.1 Form of Offer and Acceptance

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	Contract Price Adjustment Schedule (SAFCEC) MCLMfficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data) x = 0,10 (General Engineering Works Routine) aLt (Labour)= 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05 (Civil Engineering as per SEIFSA indices)
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.*

Municipality		Contractor	
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C1.1 Form of Offer and Acceptance

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:

<u>Department</u>	<u>Name</u>	<u>Signature</u>
Executive Manager:		
Infrastructure Development Services.....		

Accept your tender under reference number: **IDS(B&F)15/2025:**

FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS indicated hereunder and/or further specified in the SCHEDULE(s).

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

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period 36 Months
FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.		

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.1 Form of Offer and Acceptance

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.

Municipality		Contractor	
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C1.1 Form of Offer and Acceptance

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

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

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.

Municipality		Contractor	
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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:.....

Municipality		Contractor	
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PART 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 (phone 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” means the 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	The address of the Employer is: Address (physical): Corner Commissioner and Market Street Krugersdorp Address (postal): P.O. Box 94 Krugersdorp 1740 Telephone: (011) 951 2014/2177/2541 Facsimile: (011) 660 9672 e-mail: scmenquiries@mogalecity.gov.za
MCLM OFFICIAL	1.1.16	The name of the Department is Infrastructure Development Services.
	1.2.1	Mr. Ronald Mangope Address (physical): President Building 38 President Street Krugersdorp Address (postal): P.O. Box 94 Krugersdorp 1740 Telephone: (011) 951 2014/2177/2541 Facsimile: e-mail: ronald.mangope@mogalecity.gov.za

Municipality		Contractor	
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C1.2.2 Part 2: Data Provided by the Contractor

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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of special material</th> <th style="width: 15%;">Unit</th> <th style="width: 15%;">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								

Municipality		Contractor	
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PART 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.

Municipality		Contractor	
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C1.3.1 Form of Guarantee

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

MCLM DELEGATED OFFICIAL

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

Municipality		Contractor	
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C1.3 Forms of Securities

- 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 back 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 Guarantee 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

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.3 Forms of Securities

.....

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:

Municipality		Contractor	
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C1.3 Forms of Securities

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:

- a) 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
- b) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- c) 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.
- d) The contractor shall be obliged to report forthwith to the employer any investigation, complaint 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.
- e) 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.
- f) Work should not be done at the expense of human safety or health.

Municipality		Contractor	
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C1.3 Forms of Securities

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

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

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

C1.3 Forms of Securities

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

Municipality		Contractor	
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C1.3 Forms of Securities

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.

Municipality		Contractor	
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C1.3 Forms of Securities

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

Municipality		Contractor	
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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.

Municipality		Contractor	
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MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C2: PRICING DATA

Municipality		Contractor	
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PART 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... **120**.....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 the “ **FOR SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED**”

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:
Scmenquiries@mogalecity.gov.za

Municipality		Contractor	
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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**), . 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.

Municipality		Contractor	
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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.

Municipality		Contractor	
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13. 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	Uom	=	Unit of measure
ha	=	hectare	%	=	per cent
m ³	=	cubic meter	P C sum	=	prime cost sum
l	=	litre	prov sum	=	provisional sum
mm	=	millimetre	kl	=	kiloliter

14. 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.
15. The schedule of quantities shall be completed in **BLACK INK**. **Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
16. 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,) and Mogale City's MCLM DELEGATED OFFICIAL approves such quotation(s).

Municipality		Contractor	
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PART C2: PRICING DATA

C2.2 Schedule of Quantities

C2.2.1 Schedule of Quantities Contents

- 1 PROVISIONAL SUMS
- 2 EXISTING AIR CONDITIONING UNITS
- 3 UNIT COMPONENTS
- 4 NEW AIR CONDITIONING UNITS

Municipality		Contractor	
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Item	Description	Uom	Quantity	Rate Excl. Vat (R)
1	<p><u>BILL No 1A :</u></p> <p><u>SECTION 1A: PROVISIONAL SUMS</u></p> <p><u>Contractual requirement (As described in section C3)</u></p> <p><u>Psum will only be accessed and used through change/variation management process inclusive of 3 quotations request and motivation for approval by a delegated MCLM Official.</u></p> <p>General items</p>			
1,1	Budgetary Allowance: For unscheduled or non-schedule items which are not specified in the Bills of Quantities (Determined by the Mogale City Local Municipality),	Psum	1,00	R 1 200 000,00
1,2	Industrial scaffolding, Specialised Machinery, Plant and Equipment	Psum	1,00	R 200 000,00
	TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 1A - PSUMS ONLY)			<u>R 1 400 000,00</u>

Municipality		Contractor	
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Item	Description	Uom	Quantity	Rate Excl. Vat (R)
	<p><u>BILL No 1B :</u></p> <p><u>SECTION 1B: LABOUR RATE; CALL-OUT, CoC</u></p> <p>Overtime after normal working hours during weekdays. Only applicable to ICT (IT Server Air Conditioning Units only).</p>			
1,3	Technician	Hour	1	R
1,4	Assistant Technician	Hour	1	R
	<p>Overtime during Saturdays, Sundays and public holidays. Only applicable to ICT (IT Server Air Conditioning Units only).</p>			
1,5	Technician	Hour	1	R
1,6	Assistant Technician	Hour	1	R
	<p>Call out rates will apply only be applicable to ICT (IT Server Air Conditioning Units only).</p>			
1,7	Call out fee	No	1	R
1,8	CoC Certificate (For all new installation):	Item	1	R
	<p>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1B: LABOUR RATE; CALL-OUT, CoC)</p>			R

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Item	Description	Uom	Quantity	Amount Excl. Vat (R)
2	<u>SECTION 2: SERVICING A/C UNITS</u>			
	All rates tendered are to be fully inclusive of consumables (ie. cleaning liquids like thinners and turpentine, masking tape, sanding paper and clothes and materials touch up paint, piping, clamps). These rates to include labour, transportation and the installation thereof complete.			
	<u>SERVICING:</u>			
2.1	Air Curtains Unit: -			
2.1.1	Air Curtain unit – 900 mm	Each	1	R
2.1.2	Air Curtain unit – 1200 mm	Each	1	R
2.1.3	Air Curtain unit – 1500 mm	Each	1	R
2.2	Compact Floor Unit: -			
2.2.1	Compact floor unit	Each	1	R
2.3	Cassette Split Unit:-			
2.3.1	Cassette split unit - 12,000 BTU	Each	1	R
2.3.2	Cassette split unit - 18,000 BTU	Each	1	R
2.3.3	Cassette split unit - 24,000 BTU	Each	1	R
2.3.4	Cassette split unit - 36,000 BTU	Each	1	R
2.3.5	Cassette split unit - 60,000 BTU	Each	1	R
2.4	Ducted Split Unit:-			
2.4.1	Ducted split unit – 18,000 BTU	Each	1	R

Municipality		Contractor	
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2.4.2	Ducted split unit – 24,000 BTU	Each	1	R
2.4.3	Ducted split unit – 30,000 BTU	Each	1	R
2.4.4	Ducted split unit – 36,000 BTU	Each	1	R
2.4.5	Ducted split unit – 42,000 BTU	Each	1	R
2.4.6	Ducted split unit – 48,000 BTU	Each	1	R
2.4.7	Ducted split unit – 60,000 BTU	Each	1	R
2.5	Under Ceiling Split Unit:-			
2.5.1	Under ceiling split unit - 18,000 BTU	Each	1	R
2.5.2	Under ceiling split unit - 24,000 BTU	Each	1	R
2.5.3	Under ceiling split unit - 36,000 BTU	Each	1	R
2.5.4	Under ceiling split unit - 48,000 BTU	Each	1	R
2.5.5	Under ceiling split unit - 60,000 BTU	Each	1	R
2.6	Wall Mounted Split Unit:-			
2.6.1	Wall mounted split unit - 9,000 BTU	Each	1	R
2.6.2	Wall mounted split unit - 12,000 BTU	Each	1	R
2.6.3	Wall mounted split unit - 18,000 BTU	Each	1	R
2.6.4	Wall mounted split unit - 24,000 BTU	Each	1	R
2.6.5	Wall mounted split unit - 30,000 BTU	Each	1	R
2.7	<u>Window Unit:</u>			
2.7.1	Window Unit	Each	1	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 2: EXISTING A/C UNITS)				R

Municipality		Contractor	
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Municipality		Contractor	
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Item	Description	Uom	Quantity	Amount Excl. Vat (R)
3	<u>SECTION 3: UNIT COMPONENTS</u> All rates tendered are to be fully inclusive of consumables (ie. cleaning liquids like thinners and turpentine, masking tape, sanding paper and clothes and materials touch up paint, piping, clamps). These rates to include labour, transportation and the installation there-off complete. Supply and installation of components for A/C Split Units. Rate to include for the cost of the component and the installation there-off complete. <u>Compressor for a R410 Gas AC Units: NON-INVERTER UNIT</u>			
3.1	Cassette Split Unit:-			
3.1.1	Cassette split unit - 12,000 BTU	Each	1	R
3.1.2	Cassette split unit - 18,000 BTU	Each	1	R
3.1.3	Cassette split unit - 24,000 BTU	Each	1	R
3.1.4	Cassette split unit - 36,000 BTU	Each	1	R
3.1.5	Cassette split unit - 60,000 BTU	Each	1	R
3.2	Ducted Split Unit:-			
3.2.1	Ducted split unit – 18,000 BTU	Each	1	R
3.2.2	Ducted split unit – 24,000 BTU	Each	1	R
3.2.3	Ducted split unit – 30,000 BTU	Each	1	R
3.2.4	Ducted split unit – 36,000 BTU	Each	1	R
3.2.5	Ducted split unit – 42,000 BTU	Each	1	R

Municipality		Contractor	
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3.2.6	Ducted split unit – 48,000 BTU	Each	1	R
3.2.7	Ducted split unit – 60,000 BTU	Each	1	R
3.3	Under Ceiling Split Unit:-			
3.3.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.3.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.3.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.3.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.3.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.4	Wall Mounted Split Unit:-			
3.4.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.4.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.4.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.4.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.4.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Compressor for a R410 Gas AC Units:</u>			
	<u>INVERTER UNIT</u>			
3.5	Cassette Split Unit:-			
3.5.1	Cassette split unit - 12,000 BTU	Each	1	R
3.5.2	Cassette split unit - 18,000 BTU	Each	1	R
3.5.3	Cassette split unit - 24,000 BTU	Each	1	R
3.5.4	Cassette split unit - 36,000 BTU	Each	1	R
3.5.5	Cassette split unit - 60,000 BTU	Each	1	R

Municipality		Contractor	
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3.6	Ducted Split Unit:-			
3.6.1	Ducted split unit – 18,000 BTU	Each	1	R
3.6.2	Ducted split unit – 24,000 BTU	Each	1	R
3.6.3	Ducted split unit – 30,000 BTU	Each	1	R
3.6.4	Ducted split unit – 36,000 BTU	Each	1	R
3.6.5	Ducted split unit – 42,000 BTU	Each	1	R
3.6.6	Ducted split unit – 48,000 BTU	Each	1	R
3.6.7	Ducted split unit – 60,000 BTU	Each	1	R
3.7	Under Ceiling Split Unit:-			
3.7.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.7.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.7.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.7.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.7.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.8	Wall Mounted Split Unit:-			
3.8.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.8.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.8.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.8.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.8.5	Wall mounted split unit - 30,000 BTU	Each	1	R

Municipality		Contractor	
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	<u>Fan Motor - Indoor for a:</u>			
3.9	Air Curtains Unit:-			
3.9.1	Air Curtain unit – 900 mm	Each	1	R
3.9.2	Air Curtain unit – 1200 mm	Each	1	R
3.9.3	Air Curtain unit – 1500 mm	Each	1	R
3.10	Cassette Split Unit:-			
3.10.1	Cassette split unit - 12,000 BTU	Each	1	R
3.10.2	Cassette split unit - 18,000 BTU	Each	1	R
3.10.3	Cassette split unit - 24,000 BTU	Each	1	R
3.10.4	Cassette split unit - 36,000 BTU	Each	1	R
3.10.5	Cassette split unit - 60,000 BTU	Each	1	R
3.11	Ducted Split Unit:-			
3.11.1	Ducted split unit – 18,000 BTU	Each	1	R
3.11.2	Ducted split unit – 24,000 BTU	Each	1	R
3.11.3	Ducted split unit – 30,000 BTU	Each	1	R
3.11.4	Ducted split unit – 36,000 BTU	Each	1	R
3.11.5	Ducted split unit – 42,000 BTU	Each	1	R
3.11.6	Ducted split unit – 48,000 BTU	Each	1	R
3.11.7	Ducted split unit – 60,000 BTU	Each	1	R
3.12	<u>Under Ceiling Split Unit:-</u>			

Municipality		Contractor	
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C2.2 Schedule of Quantities

3.12.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.12.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.12.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.12.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.12.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.13	Wall Mounted Split Unit:-			
3.13.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.13.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.13.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.13.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.13.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Fan Motor - Outdoor for a:</u>			
3.14	Cassette Split Unit:-			
3.14.1	Cassette split unit - 12,000 BTU	Each	1	R
3.14.2	Cassette split unit - 18,000 BTU	Each	1	R
3.14.3	Cassette split unit - 24,000 BTU	Each	1	R
3.14.4	Cassette split unit - 36,000 BTU	Each	1	R
3.14.5	Cassette split unit - 60,000 BTU	Each	1	R
3.15	Ducted Split Unit:-			
3.15.1	Ducted split unit – 18,000 BTU	Each	1	R
3.15.2	Ducted split unit – 24,000 BTU	Each	1	R
3.15.3	Ducted split unit – 30,000 BTU	Each	1	R

Municipality		Contractor	
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3.15.4	Ducted split unit – 36,000 BTU	Each	1	R
3.15.5	Ducted split unit – 42,000 BTU	Each	1	R
3.15.6	Ducted split unit – 48,000 BTU	Each	1	R
3.15.7	Ducted split unit – 60,000 BTU	Each	1	R
3.16	Under Ceiling Split Unit:-			
3.16.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.16.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.16.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.16.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.16.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.17	Wall Mounted Split Unit:-			
3.17.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.17.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.17.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.17.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.17.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Sensor - Indoor for a:</u>			
3.18	Cassette Split Unit:-			
3.18.1	Cassette split unit - 12,000 BTU	Each	1	R
3.18.2	Cassette split unit - 18,000 BTU	Each	1	R

Municipality		Contractor	
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3.18.3	Cassette split unit - 24,000 BTU	Each	1	R
3.18.4	Cassette split unit - 36,000 BTU	Each	1	R
3.18.5	Cassette split unit - 60,000 BTU	Each	1	R
3.19	Ducted Split Unit:-			
3.19.1	Ducted split unit – 18,000 BTU	Each	1	R
3.19.2	Ducted split unit – 24,000 BTU	Each	1	R
3.19.3	Ducted split unit – 30,000 BTU	Each	1	R
3.19.4	Ducted split unit – 36,000 BTU	Each	1	R
3.19.5	Ducted split unit – 42,000 BTU	Each	1	R
3.19.6	Ducted split unit – 48,000 BTU	Each	1	R
3.19.7	Ducted split unit – 60,000 BTU	Each	1	R
3.20	Under Ceiling Split Unit:-			
3.20.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.20.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.20.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.20.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.20.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.21	Wall Mounted Split Unit:-			
3.21.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.21.2	Wall mounted split unit - 12,000 BTU	Each	1	R

Municipality		Contractor	
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3.21.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.21.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.21.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Sensor - Outdoor for a:</u>			
3.22	Cassette Split Unit:-			
3.22.1	Cassette split unit - 12,000 BTU	Each	1	R
3.22.2	Cassette split unit - 18,000 BTU	Each	1	R
3.22.3	Cassette split unit - 24,000 BTU	Each	1	R
3.22.4	Cassette split unit - 36,000 BTU	Each	1	R
3.22.5	Cassette split unit - 60,000 BTU	Each	1	R
3.23	Ducted Split Unit:-			
3.23.1	Ducted split unit – 18,000 BTU	Each	1	R
3.23.2	Ducted split unit – 24,000 BTU	Each	1	R
3.23.3	Ducted split unit – 30,000 BTU	Each	1	R
3.23.4	Ducted split unit – 36,000 BTU	Each	1	R
3.23.5	Ducted split unit – 42,000 BTU	Each	1	R
3.23.6	Ducted split unit – 48,000 BTU	Each	1	R
3.23.7	Ducted split unit – 60,000 BTU	Each	1	R
3.24	Under Ceiling Split Unit:-			

Municipality		Contractor	
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3.24.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.24.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.24.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.24.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.24.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.25	Wall Mounted Split Unit:-			
3.25.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.25.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.25.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.25.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.25.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Capacitor for a:</u>			
3.26	Cassette Split Unit:-			
3.26.1	Cassette split unit - 12,000 BTU	Each	1	R
3.26.2	Cassette split unit - 18,000 BTU	Each	1	R
3.26.3	Cassette split unit - 24,000 BTU	Each	1	R
3.26.4	Cassette split unit - 36,000 BTU	Each	1	R
3.26.5	Cassette split unit - 60,000 BTU	Each	1	R
3.27	Ducted Split Unit:-			
3.27.1	Ducted split unit – 18,000 BTU	Each	1	R

Municipality		Contractor	
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C2.2 Schedule of Quantities

3.27.2	Ducted split unit – 24,000 BTU	Each	1	R
3.27.3	Ducted split unit – 30,000 BTU	Each	1	R
3.27.4	Ducted split unit – 36,000 BTU	Each	1	R
3.27.5	Ducted split unit – 42,000 BTU	Each	1	R
3.27.6	Ducted split unit – 48,000 BTU	Each	1	R
3.27.7	Ducted split unit – 60,000 BTU	Each	1	R
3.28	Under Ceiling Split Unit:-			
3.28.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.28.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.28.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.28.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.28.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.29	Wall Mounted Split Unit:-			
3.29.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.29.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.29.3	Wall mounted split unit - 18,000 BTU	Each	1	R
3.29.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.29.5	Wall mounted split unit - 30,000 BTU	Each	1	R
3.30	<u>Coil for a:</u>			
	Cassette Split Unit:-			
3.30.1	Cassette split unit - 12,000 BTU	Each	1	R
3.30.2	Cassette split unit - 18,000 BTU	Each	1	R

Municipality		Contractor	
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3.30.3	Cassette split unit - 24,000 BTU	Each	1	R
3.30.4	Cassette split unit - 36,000 BTU	Each	1	R
3.30.5	Cassette split unit - 60,000 BTU	Each	1	R
3.31	Ducted Split Unit:-			
3.31.1	Ducted split unit – 18,000 BTU	Each	1	R
3.31.2	Ducted split unit – 24,000 BTU	Each	1	R
3.31.3	Ducted split unit – 30,000 BTU	Each	1	R
3.31.4	Ducted split unit – 36,000 BTU	Each	1	R
3.31.5	Ducted split unit – 42,000 BTU	Each	1	R
3.31.6	Ducted split unit – 48,000 BTU	Each	1	R
3.31.7	Ducted split unit – 60,000 BTU	Each	1	R
3.32	Under Ceiling Split Unit:-			
3.32.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.32.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.32.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.32.4	Under ceiling split unit - 48,000 BTU	Each	1	R
3.32.5	Under ceiling split unit - 60,000 BTU	Each	1	R
3.33	Wall Mounted Split Unit:-			
3.33.1	Wall mounted split unit - 9,000 BTU	Each	1	R
3.33.2	Wall mounted split unit - 12,000 BTU	Each	1	R
3.33.3	Wall mounted split unit - 18,000 BTU	Each	1	R

Municipality		Contractor	
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3.33.4	Wall mounted split unit - 24,000 BTU	Each	1	R
3.33.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>Relay for a:</u>			
3.34	Cassette Split Unit:-			
3.34.1	Cassette split unit - 12,000 BTU	Each	1	R
3.34.2	Cassette split unit - 18,000 BTU	Each	1	R
3.34.3	Cassette split unit - 24,000 BTU	Each	1	R
3.34.4	Cassette split unit - 36,000 BTU	Each	1	R
3.34.5	Cassette split unit - 60,000 BTU	Each	1	R
3.35	Ducted Split Unit:-			
3.35.1	Ducted split unit – 18,000 BTU	Each	1	R
3.35.2	Ducted split unit – 24,000 BTU	Each	1	R
3.35.3	Ducted split unit – 30,000 BTU	Each	1	R
3.35.4	Ducted split unit – 36,000 BTU	Each	1	R
3.35.5	Ducted split unit – 42,000 BTU	Each	1	R
3.35.6	Ducted split unit – 48,000 BTU	Each	1	R
3.35.7	Ducted split unit – 60,000 BTU	Each	1	R
3.36	Under Ceiling Split Unit:-			
3.36.1	Under ceiling split unit - 18,000 BTU	Each	1	R
3.36.2	Under ceiling split unit - 24,000 BTU	Each	1	R
3.36.3	Under ceiling split unit - 36,000 BTU	Each	1	R
3.36.4	Under ceiling split unit - 48,000 BTU	Each	1	R

Municipality		Contractor	
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3.36.5	Under ceiling split unit - 60,000 BTU	Each	1	R	
3.37	Wall Mounted Split Unit:-				
3.37.1	Wall mounted split unit - 9,000 BTU	Each	1	R	
3.37.2	Wall mounted split unit - 12,000 BTU	Each	1	R	
3.37.3	Wall mounted split unit - 18,000 BTU	Each	1	R	
3.37.4	Wall mounted split unit - 24,000 BTU	Each	1	R	
3.37.5	Wall mounted split unit - 30,000 BTU	Each	1	R	
3.38	<u>Refrigerant recharge (Regas) for a:</u>				
3.38.1	R22 – Gas	Kg	1	R	
3.38.2	R410a – Gas	Kg	1	R	
3.39	<u>Vacuum Flush for AC units:</u>				
3.39.1	Vacuum Flush	Kg	1	R	
3.40	<u>Universal Remote Control for a:</u>				
3.40.1	Universal Remote Control:	Each	1	R	
3.40.2	<u>PC Board for a:</u>	Each	1,00	R	
	Air Curtains Unit	Each	1,00	R	
	Compact Floor Unit	Each	1,00	R	
	Cassette Split Unit	Each	1,00	R	
	Ducted Split Unit	Each	1,00	R	
	Inverter Unit	Each	1,00	R	R
	Under Ceiling Split Unit	Each	1,00	R	
	Wall Mounted Split Unit	Each	1,00	R	
	Window Unit	Each	1,00	R	
	<u>Piping for All AC Units:</u>				

Municipality		Contractor	
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3.40.3	Aluminium Pipe	M	1	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 3: UNIT COMPONENTS)				R

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
4	<p>SECTION 4: NEW A/C UNITS</p> <p>All rates tendered are to be fully inclusive of consumables (ie. cleaning liquids like thinners and turpentine, masking tape, sanding paper and clothes and materials touch up paint, piping, clamps). These rates to include labour, transportation and the installation there-off complete.</p> <p>R410A - Supply and installation of A/C split units complete with supports, drain piping, refrigeration piping, and condenser unit, and controls, surface mounted on wall & commissioned. Include for the electrical connection. (Weather proof isolator)</p>			
4.1	Air Curtains Unit:-			

Municipality		Contractor	
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4.1.1	Air Curtain unit – 900 mm	Each	1	R
4.1.2	Air Curtain unit – 1200 mm	Each	1	R
4.1.3	Air Curtain unit – 1500 mm	Each	1	R
<u>NON-INVERTER UNIT</u>				
4.2	Cassette Split Unit:-			
4.2.1	Cassette split unit - 12,000 BTU	Each	1	R
4.2.2	Cassette split unit - 18,000 BTU	Each	1	R
4.2.3	Cassette split unit - 24,000 BTU	Each	1	R
4.2.4	Cassette split unit - 36,000 BTU	Each	1	R
4.2.5	Cassette split unit - 60,000 BTU	Each	1	R
4.3	Ducted Split Unit:-			
4.3.1	Ducted split unit – 18,000 BTU	Each	1	R
4.3.2	Ducted split unit – 24,000 BTU	Each	1	R
4.3.3	Ducted split unit – 30,000 BTU	Each	1	R
4.3.4	Ducted split unit – 36,000 BTU	Each	1	R
4.3.5	Ducted split unit – 42,000 BTU	Each	1	R
4.3.6	Ducted split unit – 48,000 BTU	Each	1	R
4.3.7	Ducted split unit – 60,000 BTU	Each	1	R
4.4	Under Ceiling Split Unit:-			
4.4.1	Under ceiling split unit - 18,000 BTU	Each	1	R
4.4.2	Under ceiling split unit - 24,000 BTU	Each	1	R
4.4.3	Under ceiling split unit - 36,000 BTU	Each	1	R

Municipality		Contractor	
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4.4.4	Under ceiling split unit - 48,000 BTU	Each	1	R
4.4.5	Under ceiling split unit - 60,000 BTU	Each	1	R
4.5	Wall Mounted Split Unit:-			
4.5.1	Wall mounted split unit - 9,000 BTU	Each	1	R
4.5.2	Wall mounted split unit - 12,000 BTU	Each	1	R
4.5.3	Wall mounted split unit - 18,000 BTU	Each	1	R
4.5.4	Wall mounted split unit - 24,000 BTU	Each	1	R
4.5.5	Wall mounted split unit - 30,000 BTU	Each	1	R
	<u>INVERTER UNIT</u>			
4.6	Cassette Split Unit:-			
4.6.1	Cassette split unit - 12,000 BTU	Each	1	R
4.6.2	Cassette split unit - 18,000 BTU	Each	1	R
4.6.3	Cassette split unit - 24,000 BTU	Each	1	R
4.6.4	Cassette split unit - 36,000 BTU	Each	1	R
4.6.5	Cassette split unit - 60,000 BTU	Each	1	R
4.7	Ducted Split Unit:-			
4.7.1	Ducted split unit – 18,000 BTU	Each	1	R
4.7.2	Ducted split unit – 24,000 BTU	Each	1	R
4.7.3	Ducted split unit – 30,000 BTU	Each	1	R
4.7.4	Ducted split unit – 36,000 BTU	Each	1	R
4.7.5	Ducted split unit – 42,000 BTU	Each	1	R
4.7.6	Ducted split unit – 48,000 BTU	Each	1	R

Municipality		Contractor	
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4.7.7	Ducted split unit – 60,000 BTU	Each	1	R
4.8	Under Ceiling Split Unit:-			
4.8.1	Under ceiling split unit - 18,000 BTU	Each	1	R
4.8.2	Under ceiling split unit - 24,000 BTU	Each	1	R
4.8.3	Under ceiling split unit - 36,000 BTU	Each	1	R
4.8.4	Under ceiling split unit - 48,000 BTU	Each	1	R
4.8.5	Under ceiling split unit - 60,000 BTU	Each	1	R
4.9	Wall Mounted Split Unit:-			
4.9.1	Wall mounted split unit - 9,000 BTU	Each	1	R
4.9.2	Wall mounted split unit - 12,000 BTU	Each	1	R
4.9.3	Wall mounted split unit - 18,000 BTU	Each	1	R
4.9.4	Wall mounted split unit - 24,000 BTU	Each	1	R
4.9.5	Wall mounted split unit - 30,000 BTU	Each	1	R
4.10	Portable Air Conditioner:			
4.10.1	Portable Air Conditioner Unit - 9,000 BTU	Each	1	R
4.10.2	Portable Air Conditioner Unit - 12,000 BTU	Each	1	R
4.11	Air Cooler Unit:			
4.11.1	7,5 Litre Air Cooler	Each	1	R
4.11.2	28 Litre Air Cooler	Each	1	R
4.11.3	45 Litre Air Cooler	Each	1	R
4.11.4	65 Litre Air Cooler	Each	1	R

Municipality		Contractor	
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	TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 4: NEW A/C UNITS)			R

FINAL SUMMARY:-

MOGALE CITY LOCAL MUNICIPALITY		
SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED		
<u>BILL NO:</u>		<u>RANDS</u>
1A	SECTION 1A: PROVISIONAL SUMS	R 1 900 000,00
1B	SECTION 1B: LABOUR RATE; CALL-OUT, CoC	R
2	SECTION 2: SERVICING A/C UNITS	R
3	SECTION 3: UNIT COMPONENTS	R

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4	SECTION 4: NEW A/C UNITS	R
	SUB-TOTAL	R
	VAT: 15%	R
	TOTAL	R

The Rates shall be fixed for the first twelve (12) months of this contract, thereafter the rates will be adjusted annually as per South African Reserve Bank published CPI for year two (2) and year three (3).

Signature of persons authorized to sign tender documents

Date

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MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

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PART C3: SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 General

The Standardized Specifications applicable to these contracts are listed in the Project Specification i.e., **SUPPLY, INSTALLATION, REPLACEMENT, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED**

The description of the Works given above is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedules of Quantities.

C3.1.2 Status

Should any requirement of the Project Specification conflict with any requirement of the standardized or particular specifications, the requirements of the Project Specifications shall prevail.

C3.1.3 Employers Objectives

The objective of the Employer is to appoint a maintenance Contractor/s for the execution of the identified work within time, cost, and performance and quality standards for Mogale City’s building portfolio as listed in Part C4 – Site information

C3.1.4 Overview of the Works

The description listed hereunder is merely an outline of the works to be done in terms of the contract and shall not limit the work to be carried out by the Contractor.

Contractors may make use of sub-contractors for a specialized service where the required skills are not available. Sub-contractors shall be based within the boundaries of Mogale City.

MCLM has a wide and diverse range of properties in its portfolio. This ranges from residential units to office accommodation, sport and recreation facilities to the civic centre. The applicable maintenance items are as far as possible captured in the Schedule of Quantities and the related specifications. This tender is, however,

not limited to the listed items and the price and specifications for items not listed will be negotiated with the contractor but as far as possible be paid by the tendered rates for materials and consumables.

C3.1.5 DILIGENCE

Termination

If it is found that;

- a) The contractor does not install the correct material and work not according to the relevant specification and/or the instructions of the supplier of the equipment, material and/or system;
- b) The contractor and/or his/her workmen are found to dump rubble and/or waste illegally on any other place than legal dumping facilities.
- c) If the contractor’s response time and work completion period are not within the specified quoted time frame.
- d) The Contractor will be given **7 (seven) calendar days written notice** to rectify the situation;
- e) If the Contractor does not respond positively to the satisfaction of the **responsible Municipal Official and/or MCLM OFFICIAL**;

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PART C3: SCOPE OF WORK

C3.2.1 Project Specifications

C3.2.1.1 General Description

The scope constitutes Repairs and Maintenance Works. The Works will be carried out by the Contractor under this Contract in the whole area of jurisdiction of the MCLM as indicated in Section C4 of this contract.

Each building with its finishes and furnishings may require work that may include any one or more of the following activities as set out in clause C3.2.3 below: repair, servicing, testing and maintenance during the term of the Contract.

C3.2.2 Description of site

The locations of the works are in Mogale City as shown in Part C4 – Site information.

C3.2.3 Details of contract

The contract consists of repair and maintenance works to buildings in each area. The following is included:

- a) Planned or Preventive maintenance of heating, ventilation, air-conditioning and refrigeration equipment.
- b) Ad hoc or Break down Maintenance of heating, ventilation, air-conditioning and refrigeration equipment.
- c) Supply, install and commissioning of new heating, ventilation, air-conditioning and refrigeration equipment.
- d) Inspecting and recording all existing air conditioning equipment. Equipment consists of window units, wall mounted split units, under ceiling split units, ancompact floor units and chiller plants.
- e) Compile asset register per site for all air conditioning equipment.
- f) Service, repair and commissioning of existing equipment.
- g) Installing and commissioning new air-conditioning units and systems.
- h) Periodical maintenance service on all air conditioning equipment.
- i) A one (1) year maintenance and guarantee contract for all new installed equipment.

The description of the Works given above is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedules of Quantities.

The contract provides the provisional sums and prime cost amounts for relevant specialist and unscheduled work:

Heating Ventilation and Air-Conditioning (HVAC) contractor:

In addition to the requirements listed above, the Contractor shall provide the items listed below and the rates quoted shall be inclusive of the following:

- A fully equipped toolbox including special tools suitable for Air Conditioning maintenance and repair work including **at least** the following:
 - Set of insulated screw drivers (8 different sizes)
 - Electrical pliers
 - Long nose pliers
 - Crimping pliers

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- Hacksaw
- Cable stripper
- Earthing leads
- Set of spanners (6 mm, 8 mm, 10 mm, 11 mm, 12 mm, 13 mm)
- Standard wrench
- Drill
- Ratchet box
- T-handle hex key set (12 sizes of two-turn hexagonal-headed screws)
- Sheet metal snips
- Tube cutters
- Inner-outer reamers, punch types and tube brushes
- Leak Detector
- Vacuum Gauge
- Manifold Gauge
- Vacuum Pump
- Electronic Sight Glass
- Flush Tool Kit
- Charging Scale
- Sealant Remover
- Tachometer
- Refrigerant Identifier

Offices, Libraries, Sports Facilities, Community Halls.

ITEMS – AIRCONDITIONING	No
- Ducted Split Units	±10
- Split Type A/C Units	±50
- Under Ceiling Units	±15
- Cassette Split Unit	±30
- Wall Mounted Split Unit	±20
- Various supply and extract fans	N/A
This is an indication of the various air conditioning units in the municipality amongst others.	

C3.2.4 Contract Management

C.3.2.4.1 Submission by Contractor

The Contractor shall always submit the following documents but not limited:

- Certificates of Compliance (For all new installations),
- Valid warranties and/or guarantees for new parts,
- Job cards (Signed and Completed),
- Reports (inclusive of pictures – before and after) for every payment certificate or invoicing.

In addition to the above, recent CIDB Standard for Contractor Performance will be applicable.

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C3.2.5 Features requiring special attention

C3.2.5.1 Repairs

The Contractor shall have enough staff, equipment and materials to attend to various repairs simultaneously.

(a) Breakdown Repairs

Breakdown repairs refer to repairing defects (including malfunctions) which are carried out on an ad-hoc basis when a defect occurs.

The Contractor will be paid for repairing breakdowns using the items listed in the Schedules of Quantities for breakdown maintenance but should such an item not exist for the work that has to be carried out he/she will be paid in accordance with the rates tendered for labour and material in the Schedules of Quantities.

3.2.5.2 Replacement of items

Where it is necessary to replace any existing item with a new item under this Contract, the new item shall be of at least the same quality as the existing item. The municipality shall have the right to reject the item if it is of inferior quality. Material removed shall remain the property of the municipality until such time, it is communicated to the contractor for disposal.

MANUFACTURERS' SPECIFICATIONS, CODES OF PRACTICE AND INSTALLATION INSTRUCTIONS

All equipment and materials shall be installed, serviced and repaired strictly by the manufacturers' specifications, instructions and codes of practice

C3.2.6 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

C3.2.7 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.

CKS 332	-	Specifications for industrial V-belts
SANS 10400	-	The application of the building regulations
SANS 10142	-	Code of practice for the wiring of premises
SANS 10140	-	Identification colour marking

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SANS 1044 Parts I to IV	-	Welding
SANS 10103	-	The measurement and rating of environmental noise with respect to annoyance and speech communications
SANS 10147	-	Refrigeration systems including plants associated with air-conditioning systems.
SANS 10173		The installation, testing and balancing of air conditioning duct work
SANS 11238	-	Air-conditioning duct work
SANS 11287	-	Ventilation brattices and ducting
SANS 11424	-	Filters for use in air-conditioning and general ventilation
SABS 1530 Part 1, 1991	-	Panels with two impervious facing sheets

C3.2.8 Materials

The Contractor shall attach to his/her accounts original supplier’s tax invoices for new parts, components and materials to be used or that were used for repair work requiring non-scheduled items The full description similar to that required to order an item from a supplier, i.e. Make: model, serial number, size, capacity. shall be listed on the account.

The MCLM delegated official reserves the right to:

- a) Supply to the Contractor new parts, components and materials required to undertake repairs, or
- b) If the price submitted by the Contractor is unacceptably high, obtain quotations for such new parts, components and materials from other independent sources, and after making reasonable allowance for Contractor’s mark-up, adjust the Contractor’s price accordingly.

The above applies to new parts, components and materials that are to be used for both maintenance and repair.

Where no rate is tendered in the Schedule of Quantities for new items the prices for new items given by the Contractor shall be in line with prices of similar items in the Schedule of Quantities or reasonable prices in the industry and paid the mark up in the schedule of quantities.

Unless stated otherwise in writing by the MCLM official, all proprietary materials are to be used, mixed, applied, fixed, .. strictly in accordance with the manufacturer’s recommendations.

C3.2.9 Protection of furniture and equipment

Most of the work to be done inside buildings and residential accommodation will be carried out where there is furniture and other equipment.

The Contractor shall be responsible for moving the furniture and equipment in order to provide working space for his/her personnel. The movement of furniture and equipment shall be kept to the very minimum and the Contractor shall be solely responsible for any damage to furniture or equipment arising from its removal and/or replacement.

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C3.2.10 Quality Control

The Contractor shall at all times ensure that his/her work complies with Specifications.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his/her own expense, institute a quality-control system and provide experienced Project Manager(s), foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carded out by the Contractor, will be deemed included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the implementation of a quality assurance system and the minimum frequency of checking required. The Contractor shall, at his/her own discretion, increase this frequency where necessary to ensure adequate control.

C3.2.11 Additional Work

The Contractor shall have enough staff, equipment and materials to cope with additional repair work as determined by the MCLM OFFICIAL. The additional work shall be carried out at tendered rates.

Should the Employer decide during the Contract period to add to the scope of the repair work under his/her Contract, such additional work shall be carried out without in any way detrimentally affecting repair and maintenance work already in progress. To achieve this, the Contractor shall employ enough additional staff and bring onto the Site such extra equipment as may be necessary. Payment for such additional work will be at negotiated rates only if the work is different to that already in progress.

C3.2.12 Applicable Standardized Specifications

For the purposes of this Contract, the following SANS 1200 Standardized Specifications shall apply:

- o SANS 1200 A: General

C3.2.13 Operational costs

The bid is for the operational costs incurred by contractors only. **All operational costs, including transport costs to be incurred by the contractor to render the service must be calculated and expressed in a rate per hour worked in the Schedule of Quantities in the Bid Document:**

- a) Should it be required of a contractor to work outside normal office hours (7H30 to 16H00) the after hourly rates as tendered will be applicable.
- b) Contractor to provide monthly reports per building and/or work assigned; and not limited to: response time, types of repairs required and cost, at no extra cost, guarantees, provision to be made for in the Schedule of Quantities, maintenance manual, conclusion, and recommendation.

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C3.2.14 Cost of materials and installation

The specified material items listed in the Schedule of Quantities shall be priced complete with all installation material required for the installation of each item. Furthermore, the supply and delivery of different equipment and installation should be covered by labour rates separately.

C3.2.15 Consumables

Consumables are material and/or specialised equipment to be hired for use on a specific job not covered in the specified Schedule of Quantities, with prior approval from the Mogale City.

The consumable cost to be paid by Mogale City will be subject to a certified copy of invoice from the supplier plus percentage mark-up as tendered by the contractor in the schedule of rates.

The contractor must ensure the material obtained is SANS approved or complies with the relevant SANS specification and is the most cost effective cheapest available. MCLM reserves the right to check prices and to demand a change of material supplier to curb costs.

Material prices may be audited and amended on MCLM's discretion based on average material prices from known suppliers in the Mogale area.

Costs for hiring specialized equipment must be specified under cost of consumables on estimates and invoices.

C3.2.16 Call outs, estimates and works orders

Contractors will be called out by telephone or cell phone to give an estimate on the repairs to be affected at a specific building in accordance with a works order issued by the MCLM delegated official concerned as and when required.

Estimates must be submitted showing the description of work to be carried out as per the works order and the specified items rates for supply and install as tendered and must be shown in Schedule format as per payment reference.

The estimate will be evaluated by the MCLM delegated official concerned and if satisfied that the costs and time frames are reasonable an **approved WO** will be faxed and/or emailed to the number and/or E-address provided by the contractor for this purpose.

No work, except in emergencies, may be carried out and/or will be paid for if no approved WO has been issued beforehand.

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C3.2.17 Invoicing

Invoices must correspond with Estimates and must be in accordance with the following format:

a) Itemised Cost

Invoices must show the description of work carried out as per the estimate and shall reflect the items in the tender document. As far as practically possible, the bulk of the work shall be priced and claimed from the itemised Schedule of Quantities on prices tendered. This will apply for material supplied and installation and labour cost as priced and invoiced accordingly.

b) Operational Costs

Invoices must show operational costs separately from costs of Itemised items and Consumables.

Operational cost shall comprise of the following:

- Transport cost will be as per the rate tendered for different vehicles required to complete the repair and correction of the installation.
- Labour cost claimed **shall** be for work required to be done during normal hours, after hours, weekend, and/or on public holidays. It must be invoiced as the number of hours worked as the rate tendered for different personnel utilised.

c) Cost of Consumables

Cost of Consumables used shall **only apply to special items** not covered under the Itemised cost and with prior approval of the MCLM DELEGATED OFFICIAL concerned, as per the WO. The invoices must show it separately from the Itemised and Operational costs.

All Consumables must be specified on a separate list to be attached to the invoice for verification purposes accompanied by certified copy invoices from the supplier plus the percentage (%) mark-up as tendered.

The separate list must also give a breakdown of the exacta places the material and/or items were used, i.e. Building and room numbers.

C3.2.18 Signing-off of WO's

- a) After completion of work as specified in WO the relevant Inspector within the Facilities and Buildings Management Division: Building Maintenance section will inspect the work and if satisfied, sign off the WO and hand the original back to the contractor.
- b) A copy of the signed-off WO must be attached to invoices submitted by the contractor as not to delay payment.
- c) A Certificate of Compliance and/or Completion for the specific work must be attached to the Contractor's invoice.

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C3.2.19 Performance Management

- a) Contractors must at all times have due regard for the safety of people on sites, according to the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS) and its Regulations as amended. All onsite incidences shall be reported to the MCLM safety officers, with the relevant procedures shall be at-hear-to.
- b) Contractor’s personnel shall wear safety clothes branded with the contractor company name and carry approved company ID cards with their picture.
- c) All work to be performed shall comply with SANS 10142-1 and SANS 10142-2 and the standard specification of Mogale City.
- d) Work to be done professionally with due regard not to damage household goods wilfully; all damaged items shall be recovered from the contractor.
- e) No work may be initiated by the contractor without having been expressly instructed to do so by the delegated Mogale City Official.
- f) Invoices will only be processed for payment after the responsible Mogale City Official has inspected the work, is satisfied with its execution, and signed-off the works order.
- g) In cases where poor workmanship is identified, the Mogale City reserves the right to recover costs incurred in correcting the poor workmanship.

C3.2.20 Special conditions

- a) OHS: In terms of section, 37(2) of the Act a valid contractual agreement must be in place between the Employer (MCLM) and the contractor before the contractor can go on site.
- b) Safety file must be submitted within 14 days from the date of submission of the acceptance letter by the contract to the OHS officer for approval.
- c) No service request shall be issued by the MCLM delegated official prior to the approval of the contract’s safety file
- d) Contractor must ensure that should there be any compliance issue raised by the OHS Practitioner after submission of the generic file, they comply with same to ensure that the Safety file is approved.
- e) Should the safety file be not approved within 30 days from date of submission, then the appointment of the Contractor shall lapse.
- f) All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.
- g) The MCLM delegated official shall inspect and confirm that all material ordered and delivered complies with applicable industry standards before contractor commencement to work
- h) Successful bidders whose pricing is above market related rates shall be appointed and remunerated on basis of market related rate.
- i) Successful bidders whose pricing is below the market related rate shall be appointed and remunerated on basis of their pricing.
- j) In line with supra (h and i) above, bidders whose rates are both in the higher and low spectrum of the market related rates shall be remunerated on market related rates and their rates where they come lower.
- k) It must be noted that in line with supra (h,i and j) MCLM shall not remunerate any successful bidder above market related rates

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- l) All material, parts, equipment, fittings, fixtures and technological items must comply with SABS and relevant SANS specifications. MCLM will not accept any sub-standard material, parts, equipment, fittings, fixtures and technological items,

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C3.2.21 Extent of works

The Works will be carried out by the Contractors under this Contract in the whole area of jurisdiction of the MCLM as indicated in Section C4 of these contract

The quantities in the Schedule of Quantities are estimates only 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.

C3.2.22 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be approximate quantities only. Before ordering materials of any kind, the Contractor shall check with the MCLM DELEGATED OFFICIAL whether the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the MCLM OFFICIAL.

C3.2.23 Plant

General

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the MCLM OFFICIAL, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the MCLM DELEGATED OFFICIAL may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material more than those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

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C3.3 Health and Safety

C3.3.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall always be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.4 Technical Specifications

GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall deemed to form part thereof:

All materials and equipment supplied and installed shall be new and of high quality and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.

All work shall be executed in a first-class workmanlike manner by qualified tradesmen.

All equipment, components, parts, fittings and materials supplied and installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SABS specifications and codes

All materials and workmanship which is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the User Client.

The service provider shall submit a detailed list of the equipment and materials to be used to the User Client for approval before placing orders or commencing installation.

All new equipment, materials, and systems shall be installed and positioned such as not to impede on access routes, entrances, and other services. The service provider shall coordinate these items taking other services and equipment into account.

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All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

The service provider shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and User Client.

C3.4.1 TESTING OF REFRIGERATION PIPING AND EQUIPMENT

All new refrigerant pipe installations and equipment under the maintenance contract shall be vacuum pumped until dry before taken into use. The system shall be vacuum pumped using a suitable vacuum pump. The dryness of the refrigeration system shall be indicated by an approved moisture indicator.

Should moisture be present, the system shall be leak tested and the leak repaired. Should no leak be present, the system shall be flushed with dry nitrogen, vacuum pumped again and rechecked for dryness.

If the completed system complies with all specifications and passes the tests and inspection, it can be approved, and the service provider may be instructed to recharge the system with the correct refrigerant and refrigerant charge.

Under no circumstances shall refrigerant piping/installation be purged.

C3.4.2 REFRIGERANTS

Note: This section does not apply to systems that use water as a coolant.

No chlorofluorocarbon (CFC) refrigerant shall be used in installations.

Equipment still running on CFC's shall be maintained with the CFC until such time that a leak occurs, or the refrigerant has to be discharged. The system shall then be converted to an HFFC or compatible refrigerant as prescribed in the Montreal Protocol.

Any CFC refrigerant that has to be discharged shall be decanted using an approved reclaiming system and not discharged to the atmosphere. Should the SP not comply with this requirement, full action against him shall be taken contractually and statutory.

Any refrigerant system not supplied with three-way servicing valves shall be provided with Schreuder type service valves. These valves shall be installed on both the suction and discharge valves of the compressors. Tap-o-line valves shall not be fitted or used on the systems.

In the event of an electrical motor burn-out in a hermetic or semi- hermetic compressor, a burn-out dryer shall be used. Purging only is prohibited. The burn-out dryer shall be installed and removed in accordance with the manufacturer's instructions.

No synthetic components or solutions shall be used to repair leaks in refrigeration piping, on coils or evaporators. Only approved gas welding shall be used.

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C3.4.3 SITE WIRING

GENERAL

The wiring of the plant shall be carried out by the SP in surface work in the plantrooms and concealed work in all finished spaces. Wiring shall be done by means of solid drawn or lap-welded screwed tubing and PVC insulated copper conductors, or in multicore PVC/SWA/PVC cable. The main runs of conduit or cable shall preferably be carried out at high level (if possible in false ceiling spaces). Distribution shall be vertically down to the required points. All electric conduit and conduit fittings must be thoroughly inspected for defects before installation, and all sharp edges and burrs removed. Bushes and locknuts are to be used where conduit enters switch boxes.

Conduit to be installed under plaster finish shall be installed in good time so as not to delay the Building Contractor or cause finished plaster to be chased.

All electrical cables shall be fastened to cable racks or shall be laid in cable ducts. Cables carried in racks shall as far as possible be laid parallel and shall be neatly installed. Descents shall be firmly secured with provision for the swinging of flexible tubing or cables where attached to moving machines and electrical motors.

Sizes of conduit, conductors and cables shall be at least equal to those laid down in the relevant tables of the Code of Practice.

Flexible conduit and cables shall be provided wherever it is necessary to avoid transmission of vibration. No joints in cables or wires will be permitted in a conduit. The ends of cables shall be properly made off. Terminal lugs shall be used wherever special clamp-washers or sleeve terminals are not provided on equipment. Conductor strands may not be cut away or reduced in size, and care must be taken to select switchgear, with terminals of adequate size for looping, where necessary.

No open wiring will be permitted at any point in the system, with the exception of the copper bus-bars in the switchgear boards. These shall be taped up with PVC tape with the relevant phase colours.

C3.4.4 WIRING IN CONDUIT

No joints shall be allowed and all looping must be done through approved connectors at fitting points.

The live phase shall be connected at the switching point. All wiring in conduit shall conform to the requirements of table 4 of SANS 10142-1 as amended. Not more than one circuit shall be accommodated in one circuit unless special permission is obtained from the Engineer. Before any wires are drawn into the conduit, a swab is to be drawn through to clear any water, dirt .

C3.4.5 FUSES

Where circuits are scheduled to be fed through fuses, these shall be mounted directly on the panel. All rewirable fuses shall be of the porcelain bridge type, of approved manufacture, connected through bushed insulated holes in the panel. An I.C. fuseboard unit may be used instead of separate fuses. Connections shall be made through the back of the panel so that no surface wiring results. Tinned copper fuse wire shall be fitted to suit the loading indicated in the schedules, where rewirable fuses are used, and cartridge fuses shall be fitted with the appropriate cartridges.

C3.4.6 EARTHING

The whole installation shall be efficiently earthed to the satisfaction of the Engineer, the Inspector of Factories, the Supply Authority, and strictly in accordance with the Code of Practice for the Wiring of premises. Any points proposed as earthing points by the service provider shall first be approved by the MCLM before connection.

C3.4.7 BOXES

Municipality		Contractor	
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Where boxes are used in concrete or masonry, approved removable cover plates shall be supplied. For 100 mm x 100 mm boxes, standard blank metal switch-type cover plates may used, but for larger boxes, removable cover plates of metal or other approved material must be supplied with bevelled edges and must be neatly painted.

Cover plates shall be large enough to overlap and cover any gaps between the draw box and the masonry or concrete, and must be finished off to match the surroundings so as not to mar the architectural appearance of the building.

C3.4.8 DRAIN PIPING

Provision shall be made for the drainage of condensate to the outside by means of insulated diameter 25mm plastic uPVC 6 piping.

Piping shall run above ceilings and vertical down in the positions indicated on the drawings. All piping shall terminate at ground level where it shall be routed to the nearest drain point.

Drain piping shall be installed without any loops in the piping where condensate can accumulate. The pipes shall have a uniform slope of 1 in a 100 from the unit to the outside and shall be tested.

C3.4.9 REFRIGERANT PIPING

All piping for the system shall be 0.9mm wall thickness suitable for high gas pressure.

All piping and fittings shall be of the best quality seamless, dehydrated, de-oxidised refrigeration class copper tubing, suitably sized for the unit installed and in accordance with SANS 460 as amended.

All refrigerant piping shall be "Maksal" Type RL hard drawn refrigeration copper tubing in accordance with ASTM B280-88.

Only jointing by means of capillary fittings will be allowed except in cases where equipment needs to be removed from the piping system for regular maintenance or replacement. In such cases joints between the equipment and piping shall be with DZR brass compression fittings.

Capillary type fittings shall comply with SANS 1067 - Part 2 or any of the related ISO 2016, DIN 2856 and BSS 864 - Part 2 specifications.

Refrigerant tubing shall generally be in accordance with SANS 1453 : 1988: Copper tubes for medical gas and vacuum services with preferred sizes in accordance with SANS : 460 Class 2 and shall be de-oxidised and dehydrated.

Pipe line joints shall be silver soldered with any approved hard solder. All soldered joints, on factory supplied equipment, shall be carefully checked before commissioning and remade if found damaged in transit. Silver solders shall be in accordance with SANS 24 : 1994.

Refrigerant piping shall be arranged so that normal inspection and servicing of the compressor and other equipment is not hindered. Locations where copper tubing will be exposed to mechanical damage shall be avoided.

Compressor and other equipment is not hindered. Locations where copper tubing will be exposed to mechanical damage shall be avoided.

Hangers and supports where piping penetrates through walls shall be designed to prevent transmission of vibration to the building.

Solenoid valves shall be normally opened to continue operation of the system in case of solenoid coil failure.

All pipes, vessels, . operating below ambient dew point shall be insulated and a vapour barrier provided. An isolating valve shall be installed in the liquid line where connected to the chiller.

Municipality		Contractor	
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Where these pipes are run in areas exposed to sunlight or mechanical damage, they shall be installed inside suitable galvanised mild steel or PVC trunking or other equal approved method of covering.

When completed the installation shall ensure a complete vapour barrier and any signs of sweating or dripping shall cause the installation to be rejected. The system shall be equipped with automatic anti freeze-up protection to prevent icing up of the condensing coil in winter.

Soldering flux shall be used to remove residual traces of oxides, to promote wetting and to protect the surface to be soldered from oxidation during heating.

The flux shall be applied to clean surfaces and only enough should be used to lightly coat the areas to be joined and should be applied as soon as possible after cleaning.

Only the following solders shall be allowed to be used on capillary joints:-

Only the following solders shall be allowed to be used on capillary joints:-	SPECIFICATION
COMPOSITION	
97/3 (97% tin and 3% copper)	SANS 24 – DIN 1707
96/4 (96% tin and 4% silver)	SANS 24 – DIN 1707
75/25 (75% tin and 25% zinc)	

Resin core and acid core solder **shall not be used at all.**

No welding of refrigeration systems will be allowed unless the pipe system is continuously filled and under pressure using oxygen free nitrous gas.

All soldered joints, on factory supplied equipment, shall be carefully checked before commissioning and remade if found damaged in transit.

Refrigerant piping shall be arranged so that normal inspection and servicing of the compressor and other equipment is not hindered. Locations where copper tubing will be exposed to mechanical damage shall be avoided.

Before charging the system with refrigerant the circuit shall be leak tested and dehydrated. All pipes, vessels, . operating below ambient dew point shall be insulated and a vapour barrier provided.

An isolating valve shall be installed in both the liquid and gas lines where connected to the evaporator unit. Valves shall be of the bronze body, ball type. (R410a compliant)

When completed, the installation shall maintain a complete vapour barrier and any signs of sweating or dripping shall cause the installation to be rejected.

All piping shall be rigidly supported, both vertically and horizontally.

Inside the building (ceiling voids) piping shall be installed on “Cabstrut” or other equal approved medium-duty galvanised welded wire mesh cable tray wide enough to accommodate both refrigerant pipes and the drain piping. The mesh pitch shall not exceed 100x50mm with longitudinal side-wall wires spaced at intervals of not more than 25mm.

Outside the building piping shall be installed on “Cabstrut PW100” or other equal approved heavy-duty welded galvanised cable ladder wide enough to accommodate both refrigerant pipes and the drain piping, including galvanised sheet metal covers painted to colour match the walls. Rung spacing shall be at 300mm intervals.

All wire mesh cable trays shall be supported on “Unistrut P2000” or other equal approved 41x41x1.5mm galvanised channels including galvanised hold down saddles, bolts, nuts, washers and screws. The channel shall be supported from 8mm diameter hanger rods including washers and nuts. Channels to be spaced at intervals not exceeding 1500mm. Cable trays are to be installed to a fall of 1 in 100.

Municipality		Contractor	
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All cable ladders shall be supported on “Unistrut P1000” or other equal approved 41x41x2.5mm galvanised channels including galvanised hold down cup, bolts, nuts, washers and screws. The channel shall be “Rawl” bolted directly to external walls or slabs. Channels to be spaced at intervals not exceeding 1500mm. Cable ladders to be installed to a fall of 1 in 100.

All piping shall be secured to cable trays and ladders with “Cabstrut K-series” or other equal approved adjustable type galvanised cross rung clamps only. Care shall be taken not to pinch, compress or damage the pipe insulation when securing piping to cable trays and ladders. Any damaged insulation shall be completely removed and replaced to the satisfaction of the MCLM.

Strappings and cable ties will not be permitted.

Hangers and supports where piping penetrates through walls shall be designed to prevent transmission of vibration to the building.

Supports must be installed near to joints and fittings. Pipe clamps shall be installed at the following centre to centre distances:

Extra support must be supplied at T-offs, valves and other heavy fittings.

C3.4.10 PIPE INSULATION (SANS 1445 & SANS 1508 AS APPLICABLE)

The copper piping installed inside the building shall all be insulated with Armaflex or other equal approved insulation. Vapour barrier integrity will be critical to prevent dripping. No zip type insulation will be allowed. Liquid and gas lines shall be insulated separately.

The insulation material shall meet the following minimum requirements:

Temperature range	: -80°C + 120°C
Thermal conductivity	: 0,038 W/m K at 0°C
Thickness	: 15 mm
Density	: 35kg/m ³
Odour Properties	: Neutral
Cellular Structure	: Totally closed
Fire Properties	: Self-extinguishing

The insulation shall be applied to form a continuous and homogenous vapour barrier over bends, supports, . All joints and seams shall be glued. **Non-drip tape shall not be used for assembling seams and joints.**

All fittings and valves shall be wrapped with black non-drip tape.

When completed, the installation shall ensure a complete vapour barrier and any signs of sweating or dripping shall cause the installation to be rejected.

C3.4.11 PRESSURE TESTING ON PIPING

All new copper refrigerant piping shall be hydraulically pressure tested as follow:

- a) Strength Test at 4250kPa
- b) Leakage Test at 3300kPa over 24hr period.

RECOMMISSIONING OF PLANT AND INSTALLATION AFTER REPAIR WORK

C3.4.12 GENERAL

On completion of the maintenance work, the plant and equipment shall be put into operation after all tests and adjustments have been carried out to the satisfaction of the User Client.

Municipality		Contractor	
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Logging of the operation of the installation shall commence immediately upon start-up. The service provider shall submit a full commissioning report.

C3.4.13 RECOMMISSIONING OF PLANT AND ANCILLARY EQUIPMENT

On completion of maintenance, the **SP** shall recommission the plant and its ancillary equipment. This operation shall be done strictly by the manufacturer's specification and shall be witnessed by the User Client. The operation shall include, but not be limited to the following:

ALL REQUIRED PRE-COMMISSIONING MECHANICAL CHECKS

- a. Check all pipe couplings.
- b. Check system for leaks.
- c. Check rotation of all fans.
- d. Check mountings of all equipment.

ALL REQUIRED PRE-COMMISSIONING ELECTRICAL CHECKS

- a. Check all wiring connections for tightness and repair any hot connections.
- b. Check that all electrical equipment has been properly reconnected in accordance with the manufacturer's specification.

PERFORM AND RECORD ALL REQUIRED ELECTRICAL INSULATION TESTS ON EQUIPMENT.

- a. Check and test all controls with main circuits isolated.
- b. Check all motor-driven equipment for correct rotational directions.
- c. Check and test the operation of all indication and warning lights.
- d. Check, set, record and readjust all equipment control and set points in accordance with manufacturer's specification.
- e. Run all motor-driven equipment for a period to ensure free movement and correct operation; feed pumps only to be operated for a short interval to check rotation.

C3.4.14 COMMISSIONING

On completion of the pre-commissioning checks, the service provider shall proceed with the commissioning. This shall be done strictly in accordance with the manufacturer's specifications and shall include, but not be limited to the following:

- a. Start the plant and check the suction and discharge pressures.
- b. Check the running amps of the compressor(s) and fan(s).
- c. Check operation of all fans.
- d. After one hour, recheck the suction and discharge pressures and running amps.
- e. Check the inlet and outlet temperatures and blower unit.
- f. In freezer room, check the sequence of operation in the defrost cycle.
- g. Reset the defrost timer.
- h. Complete the commissioning data sheets.

The service provider shall visit, inspect, test and readjust the plant over the 30-day period following the recommissioning to ensure the correct functioning of the plant and its associated equipment.

Municipality		Contractor	
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C3.4.14 GUARANTEE OF INSTALLATION AND EQUIPMENT

The service provider shall provide guarantees obtained from the manufacturer(s) and supplier(s) to the effect that each piece of new equipment, supplied and installed under the repair contract, complies with the required performance and will function as part of the complete system.

COMPLETION

When all work detailed has been completed, clear the area by removing all the rubble related to the given project from the site and dump at a legal dumping site identified by the contractor. Leave the site in a good and perfect condition to the approval of the officer in charge of the service and the MCLM representatives.

The contractor is advised that all the buildings on the site will be occupied during the process of the service and that she/he is to arrange with the authorities concerned so that the work may be carried out with the least possible inconvenience.

The Contractor must provide for all the equipment, special equipment, safety equipment, generators, tools .

NOTE: No equipment and/or tools will be provided by MCLM

Municipality		Contractor	
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MOGALE CITY LOCAL MUNICIPALITY

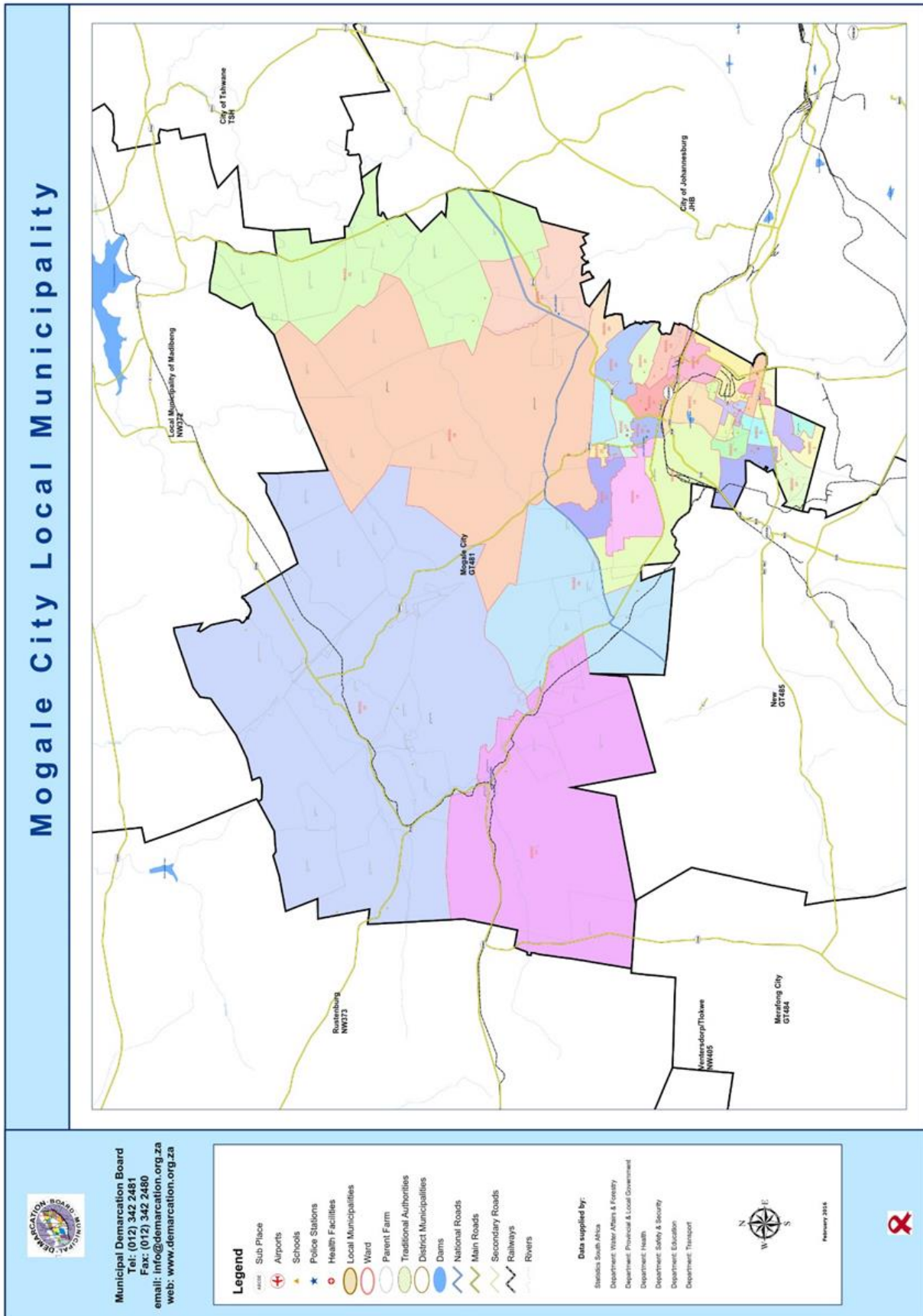


THE CONTRACT:

PART C4: SITE INFORMATION

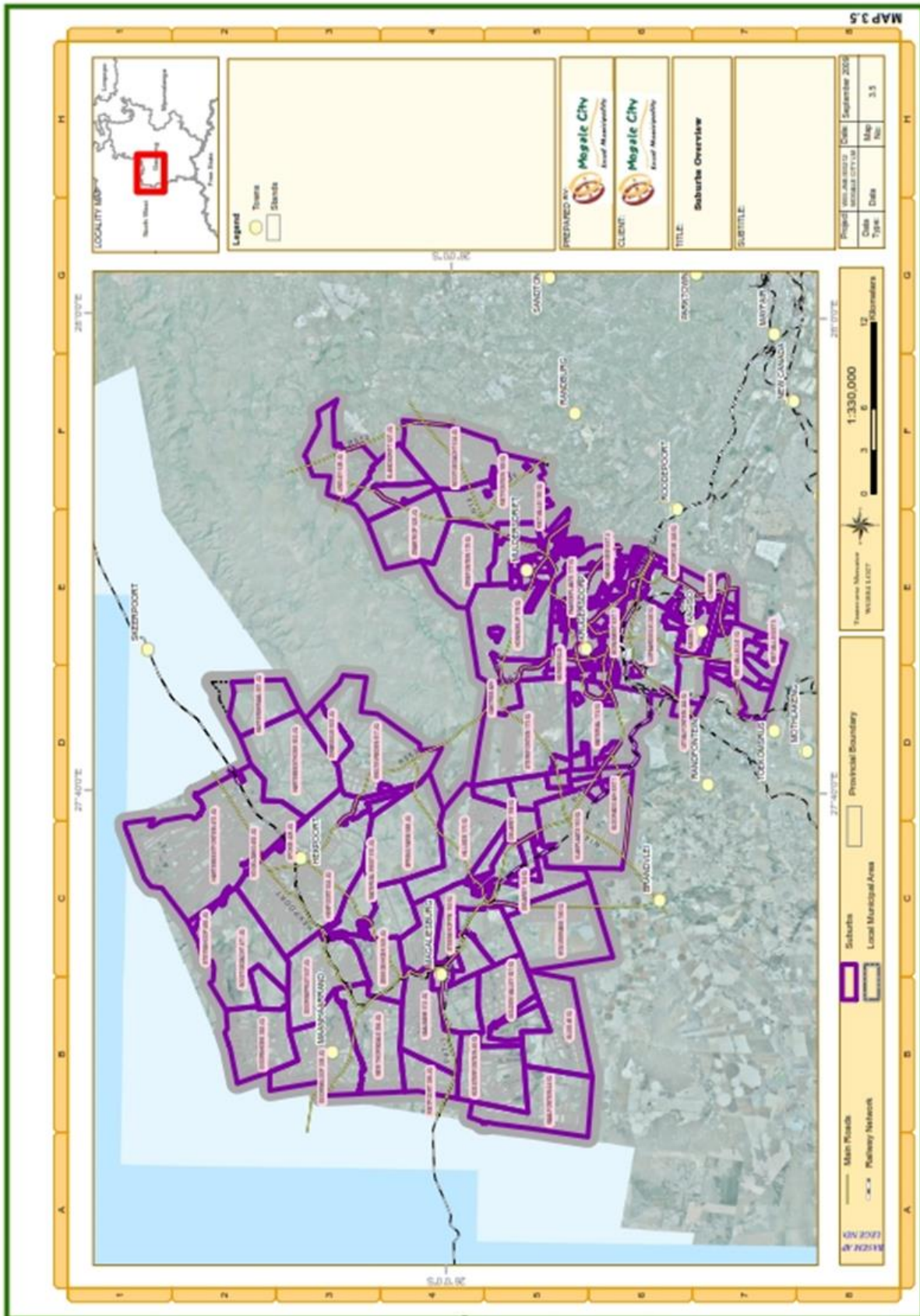
- SECTION C4.1 – MAPS OF MOGALE CITY LOCAL MUNICIPALITY
- SECTION C4.2 – MOGALE CITY AREA BREAK DOWN
- SECTION C4.3 – LIST OF FACILITIES AND BUILDINGS

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TENDER: SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED
Part C4: Site Information



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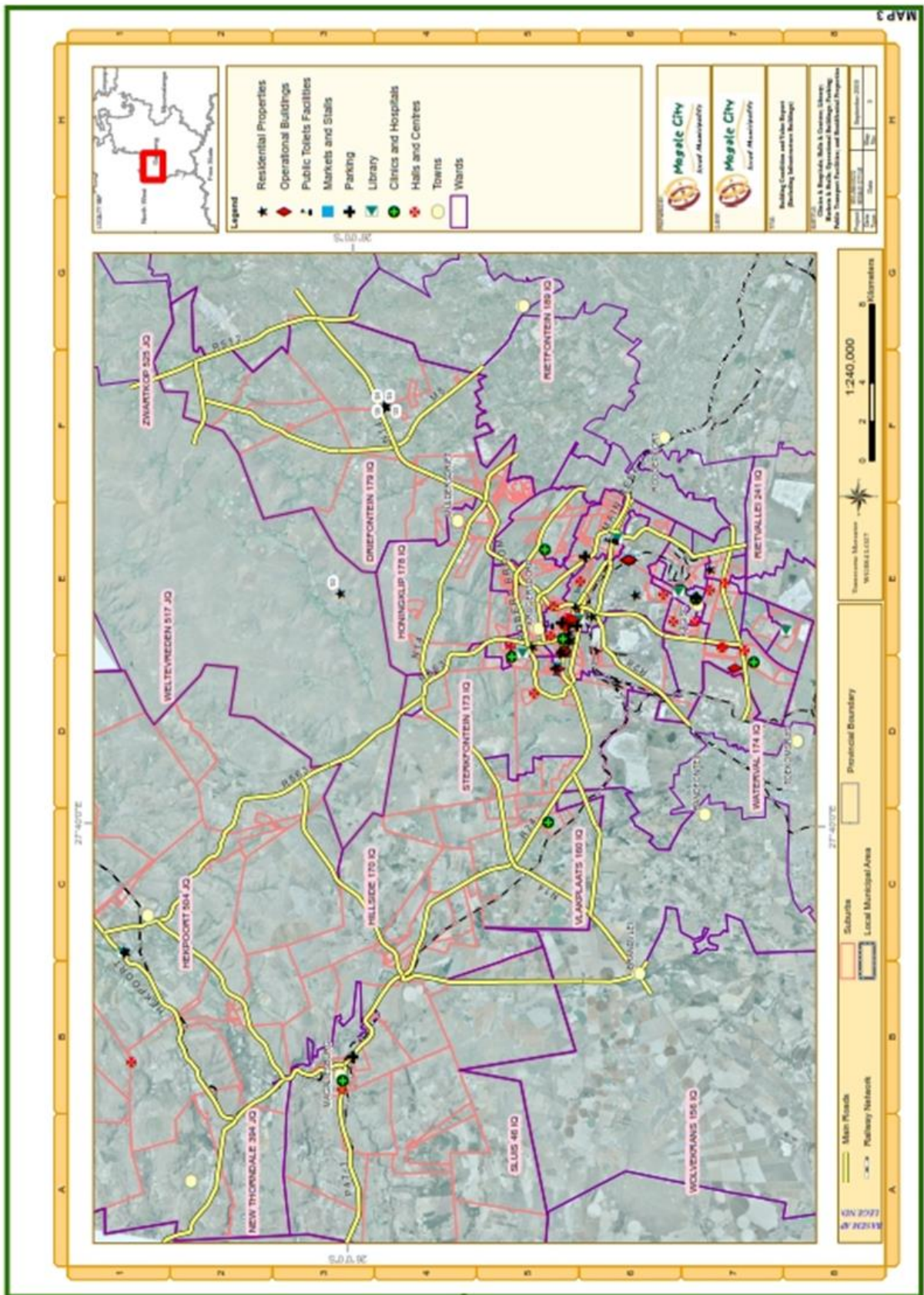
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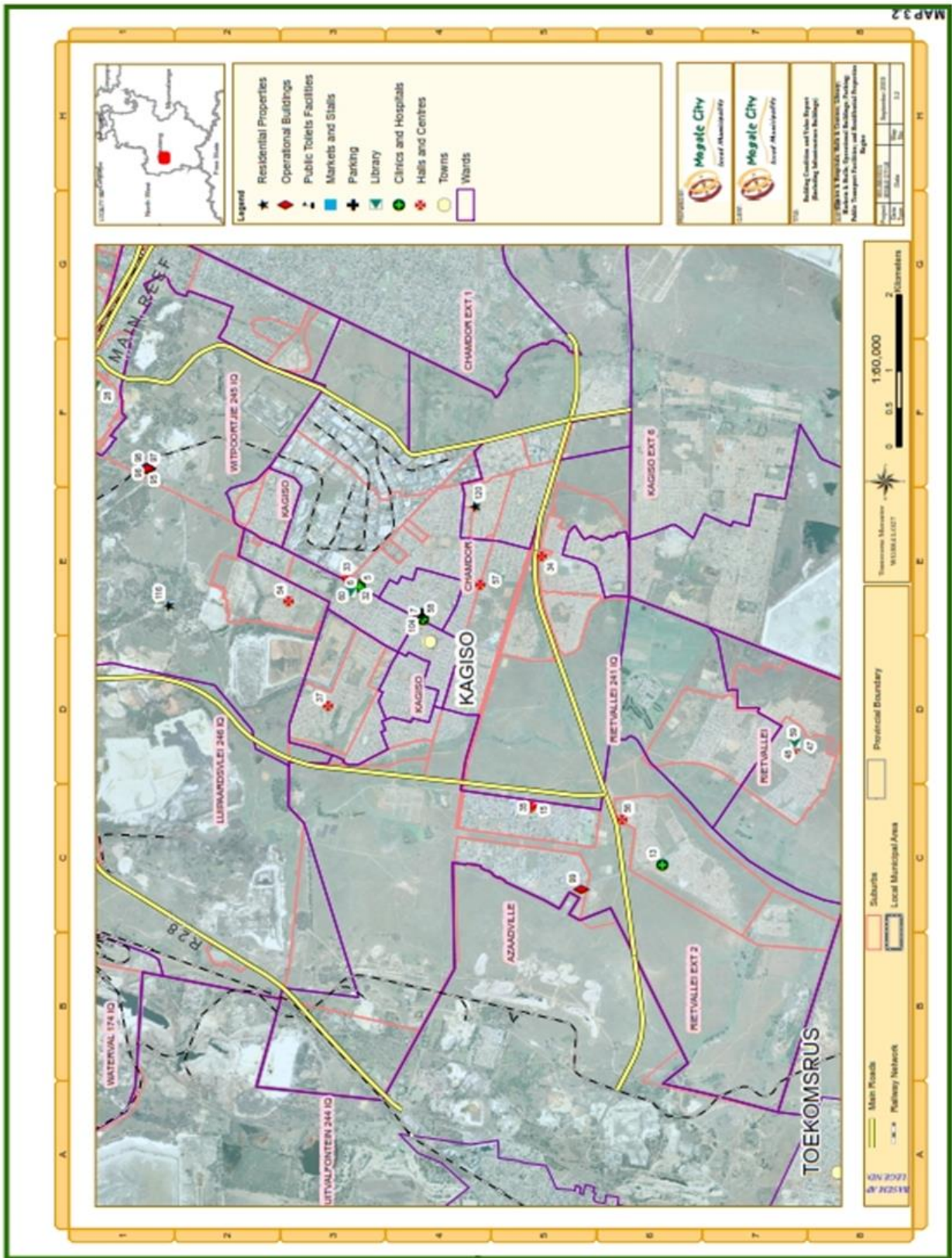
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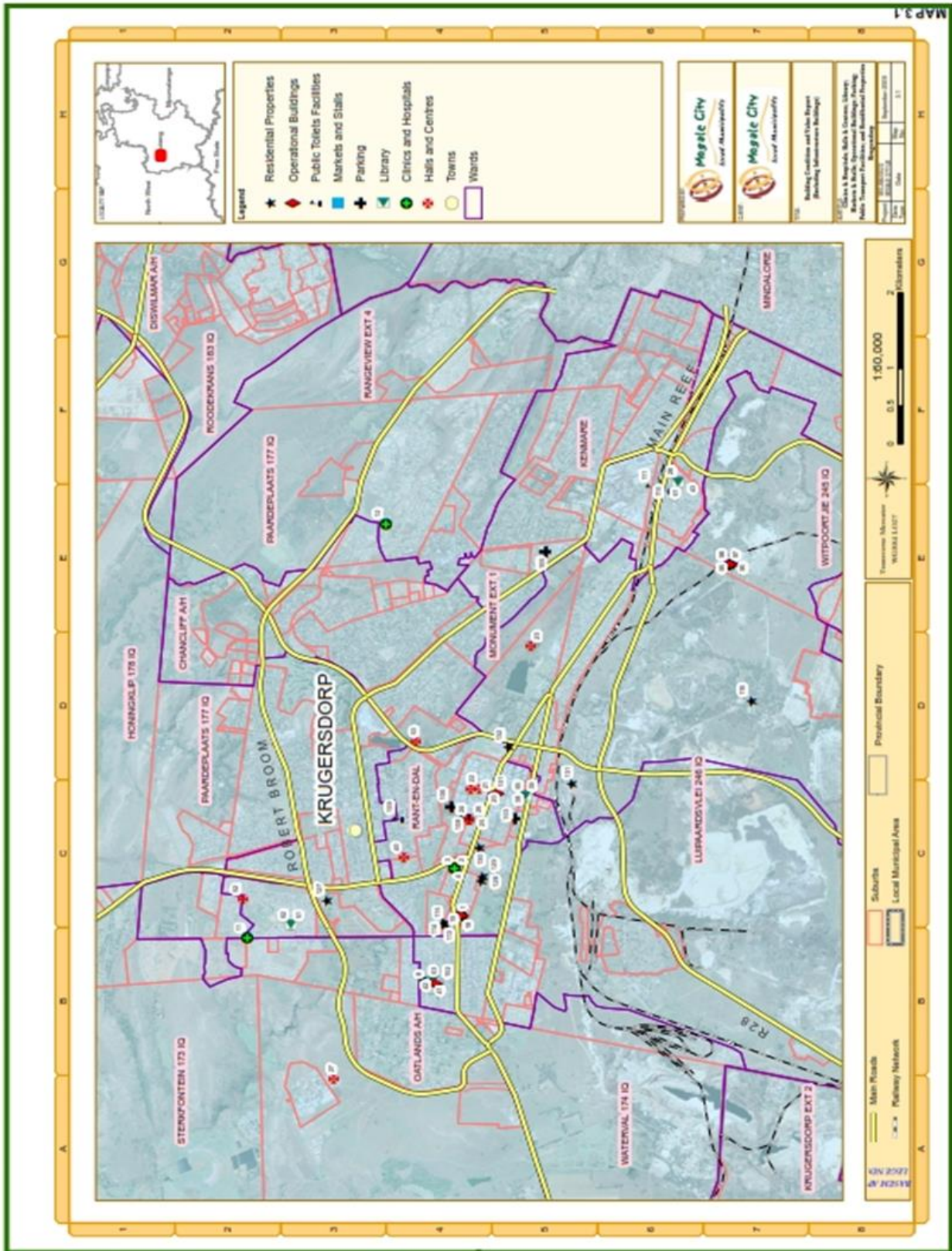
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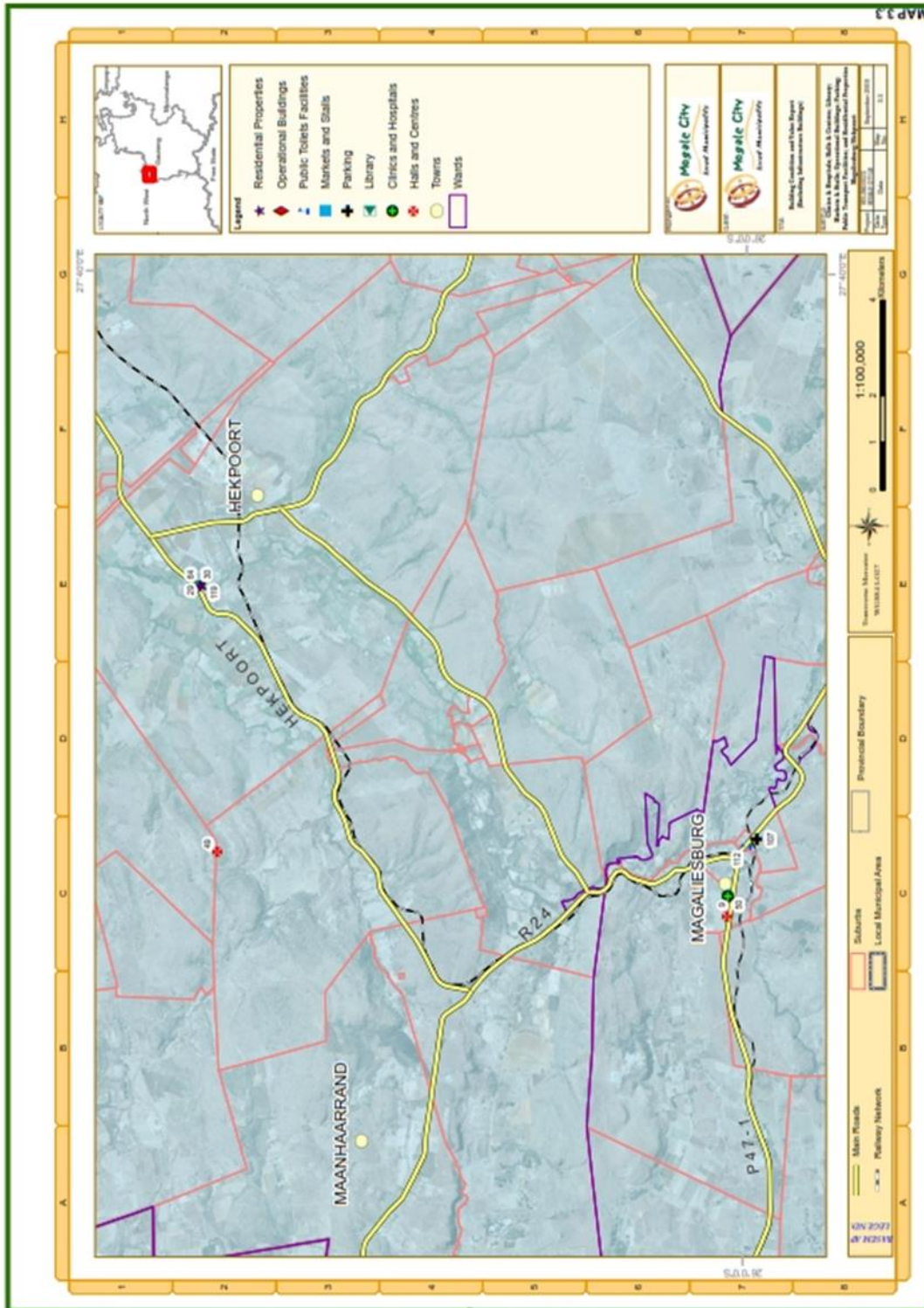
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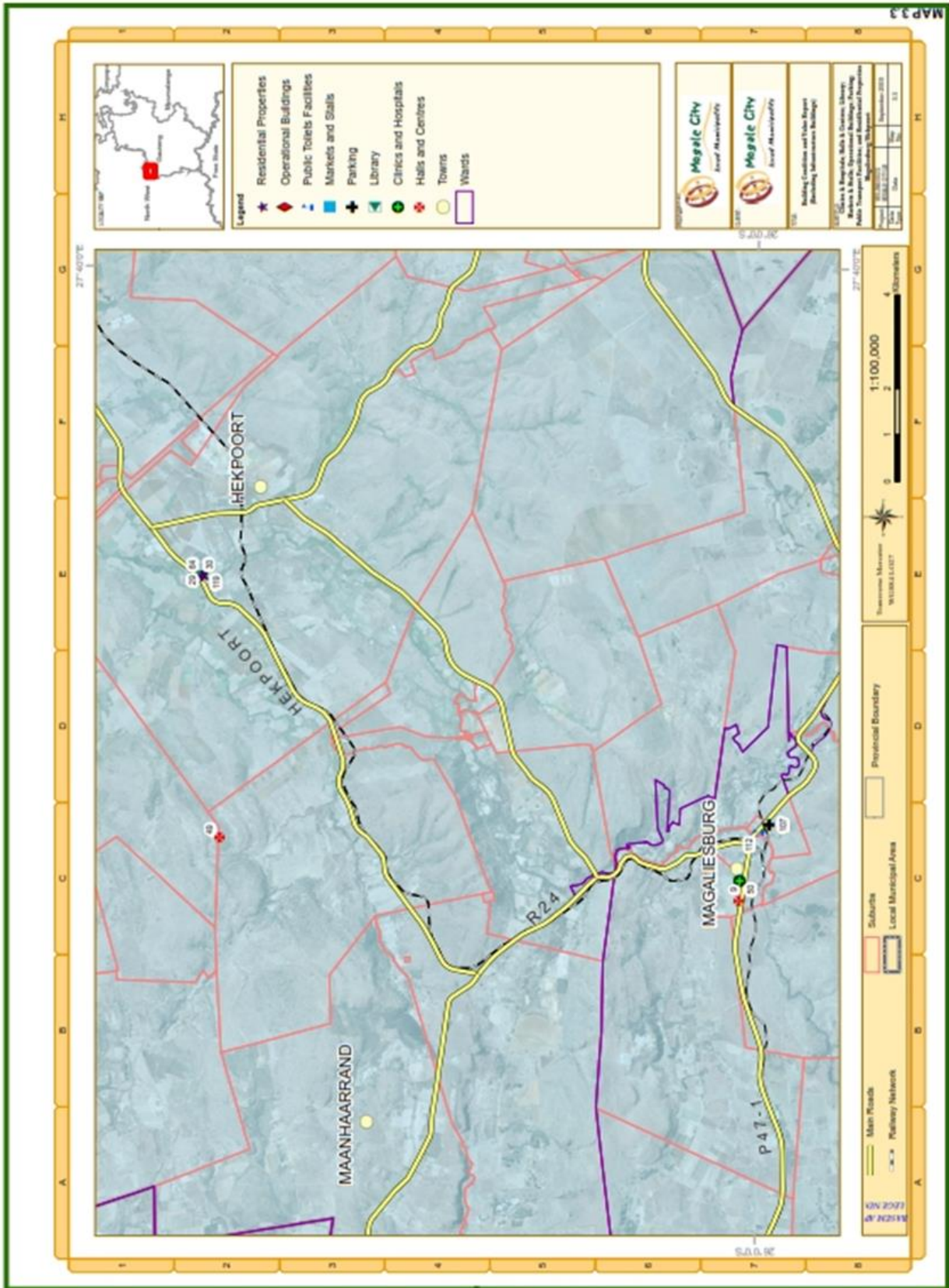
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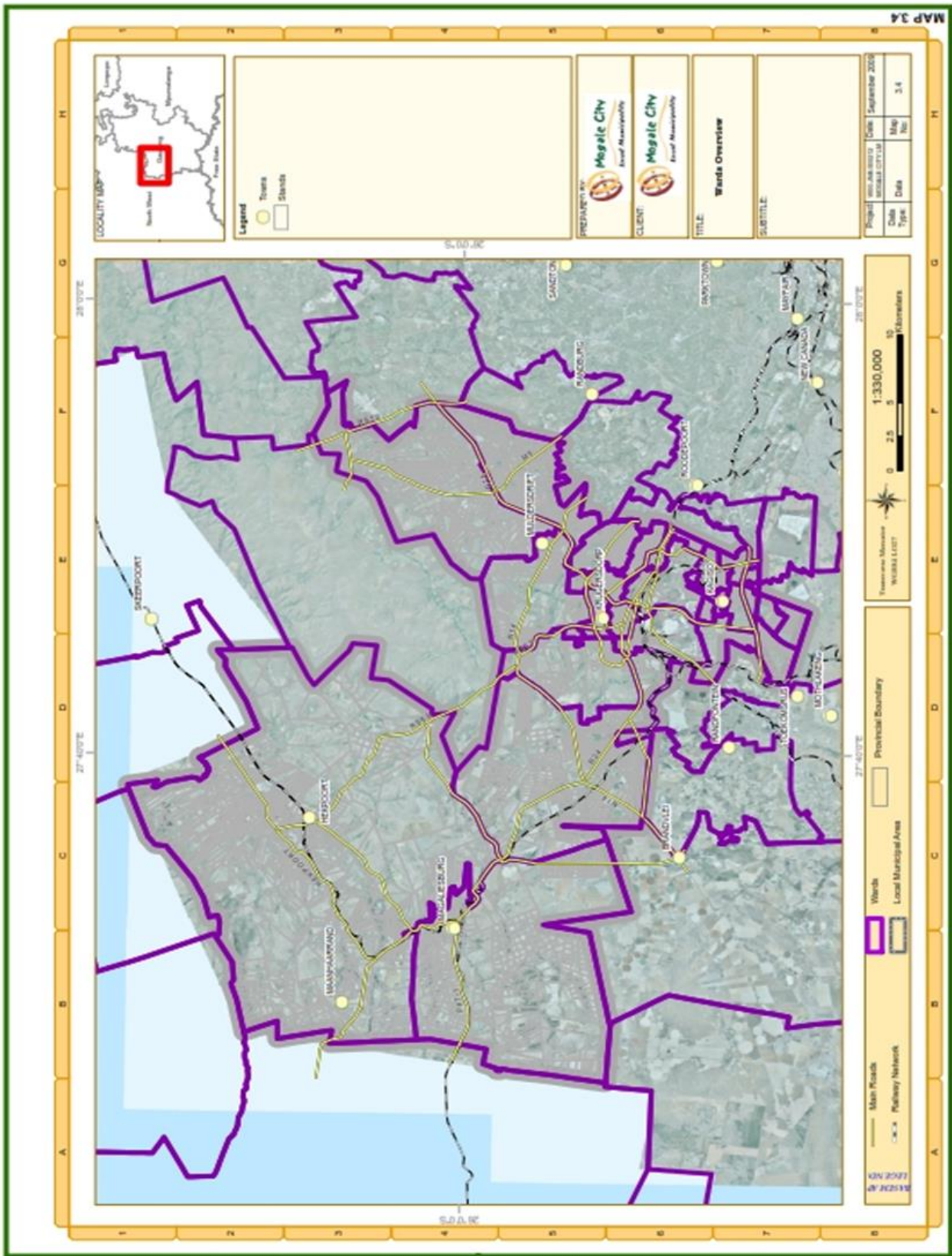


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Municipality		Contractor	
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C4.2 MOGALE CITY AREA BREAKDOWN.

Municipality		Contractor	
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Part C4: Site Information

Area Number	Area	Buildings
1	Krugersdorp CBD	Civic Center Ellerines Building President IEC building Krugersdorp Library
2	Krugersdorp CBD	Museum President Flats Jack Cotton Flats Van Riebeeck Flats Traffic Department Jack Smiedt Building
3	Krugersdorp (surrounding areas) - Krugersdorp West - Krugersdorp North - Noordheuwel - Delporten - Chamdor	Municipal Stores Paul Kruger Hall Library Sakkie Nel Swimming Pool Delporten Testing station Chamdor Yard Boiketlo Hostel Scout Hall
4	Munsieville	Desmond Tutu Library Hostel Clinic School Board Multi Purpose Center Singobile Community Center
5	Tarlton	Library Nelson Mandela Hall
6	Magaliesburg	Taxi Rank Public Facility (Toilet Multi Purpose Center Creche Flats
7	Hekpoort/Mulderdrift	Hekpoort Multi Purpose Center Ward office 32 Library and Craft Center 2 x Dwellings 2 x semi detached dwelling Outbuildings Mulderdrift Houses

Municipality		Contractor	
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Part C4: Site Information

Area Number	Area	Buildings
8	Luipardvlei/ Lewisham/kenmare	Jublieum Hall Library Parks Department Bowling club Tennis court
9	Kagiso	Ward office 4 Ward office 6 Ward office 12 Ward office 10 Ward office 13 Joshua Doore Hostels Hall Library
10	Kagiso	Library Multi Purpose Center Taxi Rank Kagiso Stadium Kagiso Swimming Pool
11	Burgershoop	Creche Hall Social Services Stores and staff rooms
12	Rietvallei/ Azaadville	Rietvallei Creche Rietvallei Community Center Rietvallei Library Rietvallei Social Works and Pay point Rietvallei Ward office 2 Rietvallei Ext 2 & 3 Clinic Ward office 3 Azaadville Municipal Store Azaadville Civic Center Azaadville Sports Complex

NOTE:

THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.

Municipality		Contractor	
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C4.3 – LIST OF FACILITIES AND BUILDINGS

MBL No	Building type	Func Description
MBL 13504	CIVIC CENTRE AZAADVILLE	Administration Support Buildings
MBL 13505	LIBRARY/AZAADVILLE	Administration of Libraries
MBL 13506	AZAADVILLE PUTT-PUTT COUR	Administration Support Buildings
MBL 13507	SPORT COMPLEX AZAADVILLE	Administration of Sports Facilities
MBL 13508	SWIMMING POOL AZAADVILLE	Administration of Sports Facilities
MBL 13512	COMMUNITY CENTRE BURGERSHOOP	Community Facility Management
MBL 13541	DAM LAYOUT PRETORIUSPARK	Building Maintenance
MBL 13542	TRAFFIC DEPARTMENT DELPOR	Administration Support Buildings
MBL 13543	DELPORTEN LICENCE DEPT	Administration Support Buildings
MBL 13544	DELPORTEN TESTING GROUNDS	Administration Support Buildings
MBL 13545	EARLY CHILDHOOD CENTRE	Community Facility Management
MBL 13548	FLIP HUMAN SEWER WORKS HOUSING	Administration Support Buildings
MBL 13555	JACK SCHMIEDT BUILDING	Administration Support Buildings
MBL 13556	LIBRARY & CRAFT CENTRE	Administration of Libraries
MBL 13557	RECREATION CENTRE HEKPOORT	Administration of Sports Facilities
MBL 13575	JUKSKEI COURT	Administration Support Buildings
MBL 13576	MULTI PURPOSE CC KAGISO	Community Facility Management
MBL 13577	HALL KAGISO	Community Facility Management
MBL 13579	LIBRARY KAGISO	Administration of Libraries
MBL 13580	KAGISO PARKS	Building Maintenance
MBL 13581	SPORT COMPLEX KAGISO	Administration of Sports Facilities
MBL 13582	SWIMMING POOL KAGISO	Building Maintenance
MBL 13583	KAGISO TIPSITE	Administration Support Buildings
MBL 13584	CEMETARY KAGISO	Administration Support Buildings
MBL 13585	KENNELS (MUNSIEVILLE HOST	Administration Support Buildings
MBL 13587	CLUBHOUSE: KHOSA CLUB	Administration of Sports Facilities
MBL 13591	KRUGERSDORP CEMETERY CH	Administration Support Buildings
MBL 13592	HOUSE KRUGERSDORP CEMETARY	Administration Support Buildings
MBL 13593	KRUGERSDORP CEMETERY & BU	Administration Support Buildings
MBL 13594	CIVIC CENTRE CENTRAL	Administration Support Buildings
MBL 13595	BUILDINGS (CIVIC CENTRE)	Administration Support Buildings
MBL 13596	BUILDINGS (LIBRARIES)	Administration of Libraries
MBL 13597	KRUGERSDORP MARATHON CLUB	Administration of Sports Facilities
MBL 13598	SWIMMING POOL KRUGERSDORP	Administration of Sports Facilities
MBL 13609	LIBRARY LEWISHAM	Administration of Libraries
MBL 13611	LANDFILL SITE LUIPAARDSVLEI	Administration Support Buildings
MBL 13612	COMMUNITY CENTRE LUSAKA	Community Facility Management
MBL 13613	CRECHE/ LUSAKA	Administration of Libraries
MBL 13614	LIBRARY LUSAKA	Administration of Libraries
MBL 13615	LUSAKA PAKRS	Building Maintenance
MBL 13616	SPORT COMPLEX LUSAKA	Administration of Sports Facilities
MBL 13617	CEMETARY MAGALIESBERG	Administration Support Buildings
MBL 13618	CIVIC CENTRE MAGALIESBERG	Administration Support Buildings

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TENDER: SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

Part C4: Site Information

MBL 13619	MULTI PURPOSE CC (UBUNTU)	Community Facility Management
MBL 13620	LANDFILL SITE MAGALIESBERG	Administration Support Buildings
MBL 13621	MAGALIESBERG RECREATION C	Administration of Sports Facilities
MBL 13623	MAGISTRATE BUILDING (MUS	Administration Support Buildings
MBL 13624	MARKET BUILDING (CIVIC CENTRE)	Administration Support Buildings
MBL 13625	MC LEAN PARK	Building Maintenance
MBL 13626	CHAMDOR YARD	Administration Support Buildings
MBL 13627	FLATS(MAGALIESBERG)	Administration Support Buildings
MBL 13628	MINDALORE LAPA	Building Maintenance
MBL 13629	MINDALORE PARK	Building Maintenance
MBL 13630	MULDERSDRIFT MPCC	Community Facility Management
MBL 13631	LIBRARY MULDERSDRIFT	Administration of Libraries
MBL 13632	SPORT COMPLEX MULDERSDRIFT	Administration of Sports Facilities
MBL 13633	MUNICIPAL YARD & BUILDING	Administration Support Buildings
MBL 13634	MUNISIVIELLE MPCC	Community Facility Management
MBL 13635	HOSTEL MUNSIEVILLE	Administration Support Buildings
MBL 13636	MUNSIEVILLE PARKS	Building Maintenance
MBL 13637	SPORTS COMPLEX MUNSIEVILLE	Administration of Sports Facilities
MBL 13638	MUNSIEVILLE COMMUNITY CENTRE	Community Facility Management
MBL 13639	LIBRARY MUNSIEVILLE	Administration of Libraries
MBL 13640	N/R/M COMMUNITY CENTRE	Community Facility Management
MBL 13641	HALL NELSON MANDELA	Community Facility Management
MBL 13642	NETBALL COURTS	Administration of Sports Facilities
MBL 13643	HEKPOORT MPCC	Community Facility Management
MBL 13644	NURSARY & BUILDINGS (GREE	Building Maintenance
MBL 13649	PARKS	Building Maintenance
MBL 13650	PARKS HOUSE: OFFICE CORO	Building Maintenance
MBL 13651	PAKRS HOUSING WORKERS	Building Maintenance
MBL 13652	PARK OFFICES (CORONATION	Building Maintenance
MBL 13653	HALL PAUL KRUGER	Community Facility Management
MBL 13654	HOUSE: 61 GOLD STREET	Administration Support Buildings
MBL 13657	PERCY STEWART WCW HOSTEL	Administration Support Buildings
MBL 13658	PERCY STEWART WCW WORKSHOP	Administration Support Buildings
MBL 13659	PERCY STEWART WCW SEWER WORKS	Administration Support Buildings
MBL 13660	FLATS PIONEER	Administration Support Buildings
MBL 13663	BUILDINGS (OFFICES)	Administration Support Buildings
MBL 13664	FLATS PRESIDENT	Administration Support Buildings
MBL 13665	PRETORIUS PARKS KIOSK	Administration Support Buildings
MBL 13666	PUBLIC FACILITIES AUCTION	Administration Support Buildings
MBL 13667	PUBLIC FACILITIES AZAADVILLE	Administration Support Buildings
MBL 13668	PUBLIC FACILITIES BURGESHOOOP	Administration Support Buildings
MBL 13670	PUBLIC FACILITIES KAGISO	Administration Support Buildings
MBL 13671	PUBLIC FACILITIES KRONINGSP	Administration Support Buildings
MBL 13672	PUBLIC FACILITIES KRUGERSDORP	Administration Support Buildings
MBL 13673	PUBLIC FACILITIES LEWISHAM	Administration Support Buildings

Municipality		Contractor	
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TENDER NO: IDS (B&F) 15/2025

TENDER: SUPPLY, INSTALLATION, MAINTENANCE AND REPAIRS OF AIR CONDITIONING, AIR COOLING, REFRIGERATION AND MECHANICAL VENTILATION IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED

Part C4: Site Information

MBL 13674	PUBLIC FACILITIES LIBRARY	Administration Support Buildings
MBL 13675	PUBLIC FACILITIES LUIPAARDSVLEI	Administration Support Buildings
MBL 13676	PUBLIC FACILITIES MUNSIEVILLE	Administration Support Buildings
MBL 13677	PUBLIC FACILITIES PARKS	Administration Support Buildings
MBL 13678	PUBLIC FACILITY PRETORIUS	Administration Support Buildings
MBL 13679	TAXIRANK PRETORIUS STREET	Administration Support Buildings
MBL 13680	PUBLIC FACILITY WARDERERS	Administration Support Buildings
MBL 13681	PUBLIC FACILITY WISHARTST	Administration Support Buildings
MBL 13685	PURCHASE OF LAND: LANWEN	Administration Support Buildings
MBL 13687	PURCHASE OF LAND: HEKPOORT	Administration Support Buildings
MBL 13689	PURCHASE OF LAND: PERCY STEWART	Administration Support Buildings
MBL 13694	SPORT FACILITIES (OUTDOOR	Administration of Sports Facilities
MBL 13695	MPCC RIETVALLEI	Community Facility Management
MBL 13696	SPORT COMPLEX RIETVALLEI	Administration of Sports Facilities
MBL 13698	RUGBYFIELDS (BOB VAN REENEN)	Administration of Sports Facilities
MBL 13699	IEC BUILDINGS	Administration Support Buildings
MBL 13706	SHOOTING RANGE (MUNSIEVILLE	Administration Support Buildings
MBL 13707	SINQOBILE COMMUNITY CENTRE	Community Facility Management
MBL 13708	SKATEBOARD COURSE (CORON	Administration Support Buildings
MBL 13711	SPORTGROUNDS	Building Maintenance
MBL 13714	CEMETERY STERKFORTEIN	Administration Support Buildings
MBL 13727	MPSS SWANIEVILLE	Community Facility Management
MBL 13728	CEMETERY TARLTON	Administration Support Buildings
MBL 13731	TRAFFIC DEPARTMENT (CENTRE	Administration Support Buildings
MBL 13733	FLAT VAN RIEBEECK	Administration Support Buildings
MBL 13736	WARD OFFICES	Ward Committees
MBL 13737	WASH BAY (CHAMDOR)	Administration Support Buildings
MBL 13741	WEB OFFICES	Administration Support Buildings
MBL 13742	WEB OFFICES CARPORT	Administration Support Buildings
MBL 13743	WORKSHOP/ OFFICES: TEST &	Administration Support Buildings
MBL 13744	HOSTEL JOSHUA DOORE (GREE	Administration Support Buildings
MBL 13745	TAXI RANK KAGISO DRIVE	Administration Support Buildings
MBL 13746	TAXI RANK LUIPAARD STREET	Administration Support Buildings
MBL 13747	TAXI RANK MAGALIESBURG	Administration Support Buildings
MBL 13748	CEMETERY AZAADVILLE	Administration Support Buildings
MBL 13752	BUILDINGS OLD COMMANDO	Administration Support Buildings
MBL 13753	RESIDENCE MAYOR	Administration Support Buildings
MBL 13754	ECDC SINQOBILE	Community Facility Management
MBL 13755	CEMETERY ELANDSDRIFT	Administration Support Buildings

NOTE: THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.

Municipality		Contractor	
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