

Part T1: Tendering Procedures

**DEPARTMENT INFRASTRUCTURE DEVELOPMENT SERVICES:
BUILDING MAINTENANCE**

TENDER NUMBER: IDS (B&F) 08/2026

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S 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	
Central Supplier Database (CSD) No.	MAAA
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

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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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PART T1: TENDERING PROCEDURES**MBD1****T1.1 Tender Notice and Invitation to Tender****PART A
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY**

BID NUMBER:	IDS (B&F) 08/2026	CLOSING DATE:	30 September 2025	CLOSING TIME:	11:00
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DESCRIPTION	TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S 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.
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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
NUMBERFACSIMILE
NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT
REGISTRATION
NUMBER

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TAX COMPLIANCE STATUS	TCS PIN:		O R	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			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) ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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ADVERTISED IN: The Star
 PUBLISHING DATE: Wednesday, 27 August 2025
 TENDER NO: IDS (B&F) 08/2026

MOGALE CITY LOCAL MUNICIPALITY

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

TENDER NUMBER: IDS (B&F) 08/2026

RE-ADVERT: TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S 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.

Compulsory Briefing Session will be held on Monday, 08 September 2025 at 11:30am 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 Functionality 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 (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10		
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6		

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Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4		
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0		
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	X	5		
Youth (Enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify enterprises owned by persons younger than 35 years points of bidder).	X	5		

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

Technical Enquiries: scmenquiries@mogalecity.gov.za

Documents available: As from **Wednesday, 27 August 2025** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Tuesday 30 September 2025

Time: 11:00

Tender Box

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

A. MANDATORY DOCUMENTS
(IF NOT PROVIDED, THE BIDS DOCUMENT WILL BE INSTANTLY DISQUALIFIED)

- Completed and signed Bill of Quantities as issued in the tender document.
In the event of a mistake having been made on the Bill of Quantities, it shall be crossed out in ink and be accompanied by initialling each and every alteration. The Municipality reserves the right to reject the bids if corrections are not made in accordance with the above.
- 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.

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3. Mogale City Local Municipality will not accept any tender document with missing pages.
4. Fully completed and signed the Compulsory Briefing Session attendance register.
5. Service provider/s must have a CIDB GRADING of 2ME OR HIGHER and a copy of the valid CIDB certificate must be included with the submission.
6. Completed and signed Form of Offer (Part C.1.1.1).

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

B. <u>ESSENTIAL DOCUMENTS</u> (NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).

7. Completed and signed Municipal Bidding Documents:

- 7.1 MBD 1: Invitation to tender.
- 7.2 MBD 4: Declaration of Interest.
- 7.3 MBD 6.1: Preferential Points.
- 7.4 MBD 8: Declaration of bidders past supply chain management practices.
- 7.5 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.

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

MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES

9. 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.
10. 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).
11. 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.
12. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,
 - 12.1 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.
13. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
 - 13.1 The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.

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14. 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.
15. 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 Trustees must be furnished explaining that factor / relationship.
16. 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 / relationship must be submitted.
17. Copies of director's ID.
18. Bids must be submitted in original document.

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

19. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.
20. 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.
21. 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.
22. No electronic signature will be accepted in the bids document. The bidder's signature must always be signed by hand in black ink.
23. No late bids will be accepted.
24. Telefax or e-mail bids will not be accepted.
25. 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 bids documents as provided by Mogale City Local Municipality
26. Bids must be completed in black ink, handwritten and must not be typed.
27. The use of tipp-ex is not allowed on the bids documents.
28. Bid documents completed in pencil will be regarded as invalid.
29. No page(s) must be removed from the original bids document.

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30. Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the tender document.
31. The lowest or any bid will not necessarily be accepted, and Mogale City reserves the right to accept a bid in whole or in part.
32. The Municipality reserves the right to appoint and not to appoint.
33. The validity period for tender is one hundred and twenty (120) days.
34. The Municipality reserve the right to negotiate a fair market related price with recommended bidders.
35. The Bill of Quantities must be inclusive of VAT for all registered VAT vendors.

REGISTRATION AS A VAT VENDOR

- 35.1 Non-VAT vendors do not have to include VAT in their Bill of Quantities, 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.
- 35.2 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.
- 35.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of contract 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.
- 35.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

36. All prices in the Bill of Quantities must be in RSA currency and inclusive of Value Added Tax (VAT).
37. Bids will be opened immediately after the closing date and time in a venue to be indicated.
38. No Bid will be accepted from persons in the service of State as it is defined in the Municipal Finance Management Act and Regulations.
39. The municipality reserves the right to appoint more than one service provider/s.
40. 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. All objections or complaints should be submitted via email to SCMEnquiries@mogalecity.gov.za.
41. Bid documents may be downloaded from www.mogalecity.gov.za.

OFFICE OF THE MUNICIPAL MANAGER

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PART T1: TENDERING PROCEDURES**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

DESCRIPTION OF WORKS: TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S 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.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 2ME or higher.

Tenders will be evaluated on the basis of awarding points for the specific goals and quality of the tenderer. The **80/20** Preference Point System will be applied to all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the www.mogalecity.gov.za Website.

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of **120** days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740 on the 08 September 2025 at 11h30 am.

The closing date and time for receipt of tenders is **30 September 2025 at 11H00**. The bid documents must be deposited in the tender box situated at the address below. Bidders must submit the original document. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:

Tender box 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.

Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: E-Mail: scmenquiries@mogalecity.gov.za

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

Clause Number		Tender Data
C.1.1	Actions	The Employer is Mogale City Local Municipality
C.1.2	Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>The tender documents issued by the Employer comprise of:</p> <p>THE TENDER Part T1: Tendering Procedures T1.1 – Tender Advert T1.2 – Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules</p> <p>THE CONTRACT Part C1: Agreements and contract data C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Guarantee (Cash deposit) C1.5 – Health and safety agreement C1.6 – Adjudicators contract</p> <p>Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3: Scope of work C3 – Scope of work</p> <p>Part C4: Site information C4 – Site information</p> <p><u>Volume 2: Standard Detail Drawings</u></p>
C.1.3.2		The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
C.1.3	Interpretation	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.3.4		
C.1.4	Communication and Employer's Agent	<p>Agent: Executive Director: Department Infrastructure Development Services</p> <p>Address: Mogale City Local Municipality</p>
Municipality		Contractor

		P O Box 94 Krugersdorp 1740
		Tel: N/A
		E-Mail: scmenquiries@mogalecity.gov.za
C.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.
C.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.
C.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.
C.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 C.3.11.3 in the Tender Data.
C.2.1	Eligibility Criteria and Requirements	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2ME OR HIGHER class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 2ME OR HIGHER class of construction work OR higher; and <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 2ME OR HIGHER than a contractor designation in accordance with the sum tendered for a 2ME OR HIGHER class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
C.2.7	Clarification meeting	<p>The arrangements for the compulsory Project Briefing Session are:</p> <p>Date: Refer to Invitation to Tender</p> <p>Venue: Refer to Invitation to Tender</p> <p>Enquiries may be directed to scmenquiries@mogalecity.gov.za</p> <p>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.</p>
C.2.8	Seek clarification	Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (five) working days before the closing time stated in the tender data.

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C.2.9	Insurance	Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.
C.2.12	Alternative offers	Alternative tender offers will <u>not</u> be considered.
C.2.13	Submitting tender offer	<p>a Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety writing in black ink.</p> <p>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</p> <p>The tenderer must submit one tender offer only in a sealed envelope.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are:</p> <p>Location of tender box: Reception desk of the Supply Chain Management Unit, upper level of the West Wing of the Mogale City Civic Centre</p> <p>Physical Address: Corner Commission and Market Street, Krugersdorp, 1740</p> <p>Identification Details: IDS (B&F) 08/2026</p> <p>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.</p> <p>Closing date and time of the tender: 30 September 2025, at 11:00</p> <p>Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers.</p>
C.2.13.3		<p>Parts of each tender offer communicated on paper shall be submitted as an original document.</p> <p>Each tenderer is required to submit a <u>fully completed and signed tender submission document</u>.</p>
C.2.13.4		<p>Only authorised signatories may sign the original and all copies of the tender offer where required.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p>

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		<p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5		<p>The identification details are:</p> <p>Tender Description: IDS (B&F) 08/2026 - 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.</p> <p>Closing Time: 11:00 Closing Date: 30 September 2025</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>TENDER BOX ADDRESS: Reception of the Supply Chain Management Unit, upper level of the West Wing of the Mogale City Centre Corner Commissioner and Market Street, Krugersdorp</p> <p>Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN LARGE TENDER DOCUMENTS THAT DOES NOT FIT IN THE TENDER BOX SLOT</p>
C.2.13.6		This tender will be submitted as a 1 envelope tender document

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C.2.13.9		Telephonic, telegraphic, telex, scanned, facsimile or e-mailed offers will not be accepted
C.2.13.10		Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
C.2.13.10.1		All annexures (for the Returnable Schedules) must be submitted in a separately bound document together with the tender document
C.2.14	Information and data to be completed in all respects	<p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Pricing Schedule</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
C.2.15	Closing time	<p>The closing time for submission of tender offers is stated in the tender notice and invitation to tender.</p> <p>No late submissions will be considered</p>

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C.2.16	Tender validity	offer	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.
C.2.16.5			If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.
C.2.16.5.1			Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed
C.2.17	Clarification of tender offer after submission		Provide clarification of 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 arithmetic errors by the adjustments 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 C.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 to do so.
C.2.18	Provide other material		The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements <i>or upon written request</i> .
C.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.
C.2.20	Submit securities, bonds, policies, etc.		The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.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.
C.2.22	Return of other tender documents		If so instructed by the employer, return all retained tender documents with twenty-eight days after the expiry of the validity period stated in the tender data.

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C.2.23	Certificates	<p>Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.</p> <p>The Tenderer must provide the following with his submitted bid document.</p> <p>T2.2.1 Record of Addenda to Tender Documents</p> <p>T2.2.2 Compulsory Enterprise Questionnaire</p> <p>T2.2.3 Authority of Signatory</p> <p>T2.2.4 MCLM Corporate Social Responsibility</p> <p>T2.2.5 Proposed Amendments and Qualifications</p> <p>T2.2.6 Declaration of Interest</p> <p>T2.2.7 Preference Points Claim Form</p> <p>T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices</p> <p>T2.2.9 Certificate of Independent Bid Determination</p> <p>T2.2.10 Capacity to Execute Work</p> <p>T2.2.11 Key Personnel/Project Team</p> <p>T2.2.12 Previous Experience</p> <p>T2.2.13 Schedule of Proposed Subcontractors</p> <p>T2.2.14 Rates for Special Materials (NOT APPLICABLE)</p> <p>T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting</p> <p>T2.2.16 Tax Clearance Certificate</p> <p>T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board</p> <p>T2.2.19 (A) Municipal Accounts</p> <p>T2.2.20 Occupational Health and Safety Questionnaire</p> <p>Failure to submit the required returnable schedules will deem the bid as non-responsive.</p> <p>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.</p>
C.2.24	Conditions Associated with the Granting of Preferences	<p>The Tenderer, undertakes to:</p> <p>a) engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works.</p> <p>b) deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements.</p> <p>c) accept the sanctions set out in the Scope of Works should such conditions be breached.</p>
C2.25	Canvassing and obtaining of additional information by tenderers	<p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
C2.26	Prohibitions on awards to persons	<p>The Employer is prohibited to award a tender to a person -</p> <p>a) who is in the service of the state; or</p>

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	service of the state	<p>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</p> <p>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</p> <p>In the service of the state means to be -</p> <p>a) a member of:-</p> <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C2.27	Awards to close family members of persons in the service of the state	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
C2.28	Vendor registration	<p>The contractor will be required to register as a supplier/ service provider on the Central Supplier Database (CSD) vendor register before any appointment can be done.</p> <p>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</p> <p>Vendor registration documents are available from the National Treasury website.</p> <p>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</p>
C2.29	Tax	National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:

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		<p>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</p> <p>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or e-Filing</p> <p>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</p>
C.3 The employer's undertakings		
C.3.1.1	Respond to requests from the tenderer	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
C.3.1.2		<p>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:</p> <ul style="list-style-type: none"> 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.
C.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.
C.3.4.1	Opening of Tender Submissions	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.
C.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 claimed points

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		on specific goals and time for completion for the main tender offer only.
C.3.4.3		Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.5.1	Two-Envelope System	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.
C.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 claimed points on specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	Non-Disclosure	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.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.
C.3.8.1	Test for responsiveness	Determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> 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.
C.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: <ul style="list-style-type: none"> 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

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C.3.9.1	Arithmetical Errors, Omissions and Discrepancies	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> 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
C.3.9.2		<p>The employer must correct the arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
C.3.10.1	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.
C.3.11	Evaluation of tender offers	<p>Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely:</p> <p>Stage 2: Functionality</p> <p>Stage 3: The preferential point system (The preferential points to be used shall be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017) plus points claimed in terms of the specific goals (80 points allocated for price and 20 points allocated for specific goals)</p> <p>The tender will be awarded as a whole.</p>

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C3.11.1	General	<p>The procedure for the evaluation of responsive tender shall be Method 1 (Clause C.3.11.2)</p> <p>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</p> <ol style="list-style-type: none"> 1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 2. 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included). <p>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</p>
C.3.11.2	80/20 Preference Point System	<p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) 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 000 000 (all applicable taxes included):</p> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{\min}}{P_{\min}} \right) \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{\min} = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:</p>

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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 (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10	X	
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6	X	
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4	X	
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0	X	
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	X	5	X	
Youth (Enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify enterprises owned by persons younger than 35 years points of bidder).	X	5	X	
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- (c) A maximum of 20 points may be allocated in accordance with subparagraph (b)
- (d) The points scored by tender in respect of the specific goals contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).

The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.3	90/10 Preference Point System	<p>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> $(i) \quad P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:</p>
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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 (Municipal account/ lease agreement/rental statement)	X	10		

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will be utilized to verify area of jurisdiction of bidder)				
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6		
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4		
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0		
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	X	5		
Youth (Enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify enterprises owned by persons younger than 35 years points of bidder).	X	5		

(c) A maximum of 10 points may be allocated in accordance with subparagraph (b)

(d) The points scored by tender in respect of the specific goals contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).

The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.4	Scoring financial offers	Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$
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Where N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer 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 C.1: Formulae for calculating the value of A

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

C.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.
C.3.13	Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with the all eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. g.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or

		<p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.</p> <p>i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
C.3.14.1	Prepare contract documents	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: <ul style="list-style-type: none"> 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.
C.3.14.2		Complete the schedule of deviations attached to the form of offer and acceptance, if any
C.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.
C.3.16.1	Notice to unsuccessful tenderers	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.
C.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.
C.3.17	Provide Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.
C.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.
C.3.19.1	Transparency in the procurement process	The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.
C.3.19.2		The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
C.3.19.3		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
C.3.19.4		The client must publish the information on a quarterly basis which contains the following information:

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		<ul style="list-style-type: none"> • 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
C.3.19.5		The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
C.3.19.6		Consultative Forum must be an independent structure from the bid committees.
C.3.19.7		The information must be published on the employer's website.
C.3.19.8		Records of such disclosed information must be retained for audit purposes

T1.3 STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

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C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.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.

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

a) **conflict of interest** means any situation 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;

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;

C.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.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the 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;

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(c) no acceptable tenders are received; or

(d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.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 C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

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C.1.6.3.2 Option 2

C.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.

C.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.

C.2 Tenderer's obligations**C.2.1 Eligibility**

C.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.

C.2.1.2 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.

C.2.2 Cost of tendering

C.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.

C.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.

C.2.3 Check documents

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

C.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.

C.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.

C.2.6 Acknowledge addenda

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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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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.

C.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.

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

C.2.13 Submitting a tender offer

C.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.

C.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.

C.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.

C.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.

C.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.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.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.

C.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.

C.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.

C.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.

C.2.15 Closing time

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C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 C.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.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

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

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C.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.

C.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.

C.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.

C.2.23 Certificates

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

C.3 The Employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 (3) working 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 collected tender documents.

C.3.3 Return late tender offers

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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.

C.3.4 Opening of tender submissions

C.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.

C.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.

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

C.3.5 Two-envelope system

C.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.

C.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

C.3.6 Non-disclosure

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

C.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.

C.3.8 Test for responsiveness

C.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

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c) is responsive to the other requirements of the tender documents.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.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.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. 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.

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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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

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C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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

C.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.
- 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 5 below.

AND

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES

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 bids) 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-

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.

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C.3.11.6 Decimal places

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

C.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.			

C.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.

C.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

Municipality		Contractor	
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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 will result in disqualification.**
- II. Failure to score the **minimum points in each Criteria section** (1, 2 and 3) listed in the Table A: Functionality Criteria below, even 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 not be evaluated on price and specific goals.
- III. If service provider/s score zero on any criteria or sub-criteria, the service provider/s shall be disqualified, even if the required minimum **70 points** out of **100 points** are achieved.
- IV. Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a bidder will further be evaluated and will not influence the points scored on Price

Table A: Functionality Criteria

1. Plant, Equipment and Resources			
<ul style="list-style-type: none"> <i>Vehicles: Proof of ownership will be eNatis documents.</i> <i>Equipment: A proof of ownership must be submitted on a company's official letterhead stating the equipment to be used on the project are owned by the company.</i> <p>OR if hiring, a signed letter of intent on the hiring company's official letterhead confirming the arrangement to use/hire of vehicle/equipment for this project/tender should be attached.</p>			
Item	Equipment	Weight	Minimum
1.1	<p>a) Ownership:</p> <p>0 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. No eNatis documents for vehicle as proof of ownership; (0 points)</p> <p style="text-align: center;">Or</p> <p>1 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. Submit eNatis documents for vehicle as proof of ownership; (10 points)</p> <p style="text-align: center;">Or</p> <p>2 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. Submit eNatis documents for vehicle as proof of ownership; (20 points)</p> <p>b) Hiring</p> <p>0 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. No Signed letter of intent on the hiring company's official letterhead (0 points)</p> <p style="text-align: center;">Or</p>	<p>0</p> <p>10</p> <p>20</p> <p>0</p>	10

Municipality		Contractor	
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	1 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. Signed letter of intent on the hiring company's official letterhead (10 points)	10	
	Or		
	2 x minimum payload or capacity of 1/2ton vehicle capable of executing the work. Signed letter of intent on the hiring company's official letterhead (20 points)	20	
		20	10

2. Qualified Personnel

Detailed CV must be attached for each team member must be attached.

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.

Item	Personnel	Weight	Minimum
2.1	<p>1 X Safety Officer</p> <p>Occupational Health and Safety Officer - Proof of active Registration with a recognized professional body/ institution with SACPCMP or SAMTRAC or SAIOSH. CV demonstrating two (2) years relevant 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 submit a cv demonstrating 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 for heating, ventilation, air conditioning and refrigeration (HVACR) must be attached)</p>	<p>20</p> <p>20</p>	<p>40</p>
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>10</p>	<p>10</p>
		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, air conditioning and**

Municipality		Contractor	
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refrigeration (HVACR) maintenance, repair and installation. Reference letters must include similar/relevant projects and/or scope of work.

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> <p>Four (4) to Eight (8) projects completed of similar to the scope of work (15 points).</p> <p>OR</p> <p>Nine (9) and above projects completed of similar to the scope of work (30 points).</p>	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.

C.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.

C.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- 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,
- has the legal capacity to enter into the contract,

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- 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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.

C.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.

C.3.19 Transparency in the procurement process

C.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

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- C.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- C.3.19.3** 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.
- C.3.19.4** 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
- C.3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- C.3.19.6** Consultative Forum must be an independent structure from the bid committees.
- C.3.19.7** The information must be published on the employer's website.
- C.3.19.8** Records of such disclosed information must be retained for audit purposes.

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

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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:

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 (a) Municipal Accounts
- T2.2.19 Occupational Health and Safety Questionnaire
- T2.2.20 Submit Central Supplier Database (CSD) Registration Report or Summary Report.

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.

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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 N	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 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	Financial Capacity					
	Bank rating certificate attached in separate bound document					
T2.2.14	Schedule of Proposed Sub-Contractors					
T2.2.15	Rates for Special Materials (NOT APPLICABLE)					
T2.2.16	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.17	Tax Clearance Certificate					
	Original tax clearance certificate attached in separate bound document or Tax compliance Pin number					
T2.2.18	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					
	Accounts attached					

Municipality		Contractor	
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T2.2.21	Occupational Health and Safety Questionnaire					
	Attach: Management structure & organogram Human resource plan Letter of good standing COVID 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 2022 R.

Year 2023 R.

Year 2024 R.

Anticipated turnover for 2025 R.

Section 7: Management and manpower resources

Number of Supervisors

Number of Labourers

Municipality		Contractor	
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Number of Operators
.....
Other Personnel (Specify)
.....
Total number permanent employees
.....
Total number contract employees
.....

Signed Date

Name Position

Tenderer

Municipality		Contractor	
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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, 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.**

" (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.

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

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

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL 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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T2.2.5 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.

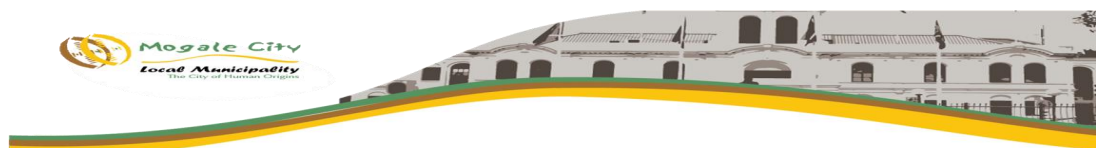
Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Municipality		Contractor	
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T2.2.6**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, shareholder²):.....

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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

Municipality		Contractor	
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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

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

Municipality		Contractor	
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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

4.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

4.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Municipality		Contractor	
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- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

5 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

Municipality		Contractor	
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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 (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10		
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6		
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4		
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0		
Gender (woman owned enterprises). (Central Supplier Database will be utilized to verify	X	5		

Municipality		Contractor	
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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)
women-owned enterprise points of bidder)				
Youth (Enterprise owned by persons younger than 35 years). (Central Supplier Database will be utilized to verify enterprises owned by persons younger than 35 years points of bidder).	X	5		

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

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

[TICK APPLICABLE BOX]

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:.....

6. 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

Municipality		Contractor	
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6.1 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

6.2 Infrastructure and resources available to execute this contract**6.2.1 Physical facilities**

Description	Address	Area (m²)

Municipality		Contractor	
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6.2.2 Plant and equipment

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

Municipality		Contractor	
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6.3 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 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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6.4 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

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

Municipality		Contractor	
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7. 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 _____

7.1 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that

Municipality		Contractor	
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the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

Municipality		Contractor	
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T2.2.9



MBD 8

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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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"/>

Municipality		Contractor	
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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:		
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 Bids, 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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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: IDS (B&F) 08/2026: BIDDERS WITH A 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.

(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
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:

Municipality		Contractor	
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MBD 9

- (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.
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

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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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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T2.2.12 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 copy of their qualification certificates must be **attached in the separately bound document with all the returnable schedules**.

Designation	Name of Nominee	Nationalit	Summary of		HDI Status Yes/No	NQF Yes/No
			Qualifications	Experience and Present Occupation		
Safety Officer						
Artisan						
Assistant Artisan						

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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

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

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

.....
Date

Municipality		Contractor	
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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.

.....
Date

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

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

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

.....
Date

Municipality		Contractor	
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T2.2.13 Previous Experience

Provide the following information on **relevant previous experience**. Indicate comparable projects in **heating, ventilation, air conditioning, maintenance and repairs**. 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.

Reference letters 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	SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD
PROJECT 1:					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

Municipality

Contractor

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	SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD
PROJECT 2					
Name 1:	Name 1:	Related Works			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

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

Municipality

Contractor

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	SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD
-----------------------------------------	-------------------------------------------------	------------------------------------------	---------------------	-----------------------	------------------------------------------------------------------------------

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

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH
NOT APPLICABLE		

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

Municipality		Contractor	
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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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ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION/SUMMARY REPORT

Municipality		Contractor	
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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 structures 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.		

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2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples.				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses.				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe.				
3.2	Do you have a system, which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant/equipment covered.				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	Is plant and equipment, which has been inspected, identified as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored.				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				

Municipality		Contractor	
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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?		

Municipality		Contractor	
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7	EMERGENCY ARRANGEMENTS	YES	NO			
7.1	How do you manage your arrangements for dealing with emergencies?					
	Are these communicated to your sub-contractors?					
7.2	What provision have you made for first aid? E.g. Trained First Aiders					
7.3	What training do you provide to employees in Safety/Fire Fighting?					
	Please list institutions used for this training.					
8	RECRUITMENT OF PERSONNEL	YES	NO			
8.1	Are health and safety factors considered when hiring personnel?					
8.2	Are medical examinations carried prior to employment?					
	In all cases.					
	Where type of work requires medical examination.					
8.3	Do you cover exit medical examination?					
8.4	How do you assess the competence of staff before an appointment is made?					
	Eg. Via trade testing, reference checks.					
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO			
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?					
	Please supply a copy.					
9.2	Is there a standard report/investigation form used?					
	Please supply copy.					
9.3	Do you have a formal system for reporting situations/close accidents etc.?					
	Please provide a copy					
9.4	Please provide the following statistics for the last five years					
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Lost time accidents per 100 employees						
Major/Reportable injuries per 100 employees						

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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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PART C1: AGREEMENTS AND CONTRACT DATA

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

Municipality		Contractor	
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THE CONTRACT**PART C1: AGREEMENTS AND CONTRACT DATA****C1.1 FORM OF OFFER AND ACCEPTANCE**

STAMP

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 in respect of the following works:

Tender No : **IDS (B&F) 08/2026**

Description of Works : **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 Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender: **IDS (B&F) 08/2026**

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.

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

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

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Description	Tendered Amount (Rates)	VAT	Amount (Incl. VAT)
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			

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

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R

(in figures)

(in words)

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Municipality		Contractor	
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ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, 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 original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

Municipality		Contractor	
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WITNESSES:

(Full name in BLOCK letters
and signature)

1. _____
2. _____

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 subject 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 of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Municipality		Contractor	
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Details:

4.5 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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

Municipality		Contractor	
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FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

Municipality		Contractor	
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CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

Municipality		Contractor	
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C1.2 CONTRACT DATA

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone:
E-Mail:
Web:

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

Municipality		Contractor	
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C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	INFORMATION
1.1.1	Definitions	1.1.1.3 Certificate of Completion <i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i>
		1.1.1.24 Practical Completion <i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i>
		1.1.1.35 Construction Work Permit <i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i>
1.1.5	Commencement	<p>“Commencement Date” means the date of receipt by the Contractor of the following whichever date of receipt is the earliest:</p> <ol style="list-style-type: none"> 1. Letter of Appointment 2. Handover of Site 3. Order to commence <p>“Commencement of Work” will only take place once the following documentation was submitted to the office of the Consulting Engineer:</p> <ol style="list-style-type: none"> 1. Letter of Acceptance 2. Letters of Appointment of Site Agent and OHS Rep 3. Construction Program 4. Registration of the Project with the Department of Labour (Applicable only to large-scale works orders that require the employment of labourers for extended periods) 5. Letter of Good Standing – Workman’s Compensation
1.1.1.9	Contractor.	<i>Name:</i>
		<i>Address</i>
Municipality		Contractor

		<i>Contact:</i>
1.1.1.10	Contract price	"Contract Price" means the Price tendered by the Contractor and accepted by Mogale City Local Municipality
1.1.1.15	Employer.	Mogale City Local Municipality The address for the Project manager is: Third Floor; President Building, President Street Krugersdorp Telephone: (011) 951-2103 Fax: (011) 660-9672
		P.O. Box 94, KRUGERSDORP, 1740
1.1.1.16	Engineer	N/A
1.2.1	Delivery of notices	<i>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of time of transmission</i>
		<i>1.2.1.4 posted to the Contractor's address, and delivered by the postal authorities; or</i>
		<i>1.2.1.5 delivered by a courier service or messenger, and signed for by the recipient or his representative.</i>
1.2.3	Authority representatives of	<i>1.2.3.1 The Employer has authorised the Divisional Head: Executive Director to act on his behalf in respect of this Contract, save for such duties or functions:</i> <i>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</i> <i>1.2.3.1.2 for which the Divisional Head: Executive Director has no authority and the Employer's approval is required before execution thereof.</i>
2.4.1	Ambiguity or Discrepancy	<i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i> <i>a) Form of Offer and Acceptance</i> <i>b) Contract Data</i> <i>c) General Conditions of Contract</i> <i>d) Drawings</i> <i>e) Scope of Work</i> <i>f) Standard Specifications</i> <i>g) Bill of Quantities</i> <i>h) any other documents forming part of the Contract</i> <i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in</i>

Municipality		Contractor	
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		<i>accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i>
3.1.3		<p>If the Engineer is not the Mogale City Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> (i) Nominating the Engineer's representative in terms of clause 3.2 (ii) Delegation of Engineer's authority in terms of clause 3.2.4 (iii) Providing consent for sub- contracting part of the contract in terms of clause 4.4.3 (iv) The issuing of further drawings or instructions in terms of clause 5.9.2 (v) The issuing of instructions for dealing fossils and the like in terms of clause 4.7 (vi) Authorizing the Contractor to repair and make good expected risks in terms of clause 8.3.1 (vii) The issuing of a variation order in terms of clause 6.3 (viii) The issuing of instructions to carry out the work on a day work basis in terms of clause 6.5 (ix) Granting permission to work during non-working times in terms of clause 5.8 (x) Suspend the progress of the works in terms of clause 5.11 (xi) The issuing of an instruction to accelerate progress in terms of clause 5.7.3 (xii) The reduction of a penalty for delay in terms of clause 5.13.2 (xiii) The giving of a ruling on a contractor's claim in terms of clause 10.1.5 (xiv) The inclusion of credits in the next payment certificate in terms of clause 6.10.1 (xv) The agreement of the adjustment of the sums for general items of clause 6.8

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		(xvi) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10.1
3.2.3	Specific approval of the Employer required	<p><i>In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for:</i></p> <p>3.2.3.1 <i>certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10;</i></p> <p>3.2.3.2 <i>issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions;</i></p> <p>3.2.3.3 <i>issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or</i></p> <p>3.2.3.4 <i>approval of any claim submitted by the Contractor in terms of Clause 10.1.</i></p>
4.1.2	Contractor's liability for own design errors	<p><i>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</i></p> <p>4.1.2.1 <i>A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</i></p>
Municipality		Contractor

		<p>4.1.2.2 <i>Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</i></p> <p>4.1.2.3 <i>Design calculations should the Employer's Agent request a copy thereof.</i></p> <p>4.1.2.4 <i>Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</i></p> <p>4.1.2.5 <i>"As-Built" drawings in DXF electronic format after completion of the Works.</i></p> <p><i>The Contractor shall be responsible for the design of the Temporary Works.</i></p>	
4.3	Legal Provisions	<p>4.3.1 Labour costs</p> <p>The minimum labour rates to be adhered to by the contractor are as follows: Unskilled: R 186.00 per day Semi-skilled: R256.00 /day Skilled: R328.00 /day</p>	
		<p>4.3.2 Workmen's Compensation</p> <p>The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.</p>	
		<p>4.3.3 <i>Wages and conditions of work:</i></p> <p><i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time.</i></p> <p><i>ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public</i></p>	
Municipality		Contractor	

		<p>works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>	
		<p>4.3.4 Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the (Mogale City Local Municipality: Infrastructure Development Services) included in section C1.5.</p>	
		<p>4.3.5 The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>	
		<p>4.3.6 Contractor’s Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</p>	
		<p>4.3.7 Construction Work Permit</p>	
Municipality		Contractor	

		<p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>	
		<p>4.3.8 Contractor's Obligations</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p> <p>Add the following to this sub-clause:</p> <p>"The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as aggregate or asphalt. Although not a requirement for the contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him.</p> <p>Similarly, the quality of all elements of the works shall be checked on a regular basis so as to ensure compliance with the specified requirements.</p> <p>The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Engineer.</p>	
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		Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Engineer for approval. Such submission shall include all his measurements and test results and shall furnish adequate compliance with the specified requirements.”
4.4.1	Subcontractor	If a Sub-contractor's obligations extend beyond the Defects liability period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Sub-contractor after the assignment takes effect.
4.4.2	Cession Subcontractors and Material Suppliers	<p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalments, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full,</p>
4.6	Patent Rights	“The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer.”

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4.10	Targeted Labour	“Targeted Labour” means: Unemployed persons who are employed as local labour on the project. The Contractor shall endeavour to employ 40% women; 20% youth who are between 18 and 35 and 1% people with disabilities.
4.10.1	Contractor’s Employees	<p>The Contractor is to utilize local labour where possible. (Refer to Contract Data and Project Specifications)</p> <p>The Contractor is responsible for the behaviour and performance of his own and his Sub-contractor’s personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behaviour, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor’s or his Sub-contractor’s personnel.</p>
4.10.2	Community Liaison Officer (CLO).	The decision to appoint a CLO will be informed by the scope of work, project value, and project duration. For smaller sized works, this may not be required.
4.12	Contractor’s superintendence	<p>The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>“The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1.”</p>
5.3	Commencement of Works	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p>

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		<p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:</p> <ul style="list-style-type: none"> ▪ Letter of Acceptance ▪ Construction/Performance Guarantee ▪ Health & Safety File ▪ Letter of Appointment of OHS Rep or Officer ▪ Letter of Good Standing Workman's Compensation ▪ Prove of submission of Registration of Project at Department of Labour <p>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particular thereof in sufficient time to enable the Contractor to meet his approved programme</p> <p>After compliance by the Engineer with the provisions of Sub- Clause 5.3, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.</p> <p>If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required in terms of Sub-</p>
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		<p>Clause 5.3, the Contractor shall, in respect of that delay and the cost of such rectification.</p> <p>The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and beacons used in setting out the Works.</p> <p>The checking of any setting- or of any line or level by the Engineer shall not relieve the contractor of his responsibility for the correctness thereof.</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p>
5.4	Access to the Site	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following:</p> <p>The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause:</p> <p>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
5.6	Programme of Works	<p>At time of Site Handover</p> <p>Should the Contractor fail to comply with his obligations in terms of Sub-Clause 5.6, the Employer shall be entitled to withhold 25% of monies due to the contractor, until such time as satisfactory programme has been submitted for approval.</p>

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		<i>The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</i>
5.7.1	Rate of progress	<i>No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</i>
5.8.1	Year-end break	If applicable during the duration of the construction period – the period around the 15 th December and the first Monday of the subsequent year.
	Special non-working days	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
5.9.2	Further drawings and instructions	<i>All instructions shall be in writing</i>
5.12	Extension of time for Practical Completion	<p>5.12.5 Critical path provision</p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <p>5.12.6 Extension of time due to abnormal rainfall</p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall</i></p>

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		<p>records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</p> <p><u>Method 1: Rainfall formula method</u></p> <p>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</p> <p>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</p> <p>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</p> <p>The symbols shall have the following meaning:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</p>
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		<p> R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications. </p> <p> X = 20 unless otherwise provided in the Project Specifications </p> <p> Y = 10 unless otherwise provided in the Project Specifications </p> <p> The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used. </p> <p> The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work. </p> <p> The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month. </p> <p> Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with. </p> <p> This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Plath Provision) hereof. </p> <p> <u>Method 2: Expected delay method</u> </p> <p> The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal </p>
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		<p><i>working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p> <p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.</i></p>
5.13	Penalty for Delay	<p>To be calculated as follows:</p> <p>Value of Works order divided by number of specified calendar days (as per approved construction program).</p> <p>For example:</p> <p>Works order issued for R 400,000.00</p> <p>Approved program = 40 calendar days</p> <p>Therefore, penalty per calendar day = $R400,000/40 \text{ days}$</p> <p style="text-align: right;">= R10,000/</p> <p>calendar day</p> <p>Add the following:</p> <p>With the proviso that the amount of the penalty for delay shall at no time be reduced to an amount less than the actual cost of supervising and administering the Contract during such delay"</p>
5.14	Time for Completion	Contractors approved construction program per works order received.
5.14.5.2	Completion, Approval Certificates and Defects Liability Period	"In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension."

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		However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
5.16.3	Latent defects liability	The latent defect liability period is 1 year after the issue of the Final Approval Certificate
5.17	Penalty for noncompliance	<p>5.17.1 Faulty Workmanship or Materials <i>This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer's Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer's Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification.</i></p> <p>5.17.2 Road Markings; <i>On all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall. A non-performance penalty of R5 000,00 per day per measure will be applicable</i></p> <p>Add the following new sub clause:</p> <p>5.17.3 All Traffic Accommodation measures; <i>As per SARTSM Vol. 2 Chapter 13 .must be adhere to for all measures during construction. A non-compliance penalty of R5 000,00 per day per measure will be applicable. All work to be stopped immediately until all remedial measures are in place in accordance with specification.</i></p>
6.1	Payment to Contractor	<p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>6.1.3 <i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.</i></p>

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		6.1.4 <i>The Contractor shall be paid at in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the, unless otherwise stated in the Data provided by Employer.</i>
6.2	Contract Guarantee	Within 14 days of Letter of Appointment – at time of Site Handover.
		<p>“The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”</p> <p>10 % of total contract amount excluding Contingencies, VAT for the full construction period.</p>
6.2.4	Security	<i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i>
6.3	Amendments to Schedule of Quantities	<p>The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.</p> <p>The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.</p>
6.4	Variations	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by

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		<p>the Employer in writing prior to execution. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.</p> <p>The quantities in the Bill of Quantities have been included solely for the purpose of Tender evaluation. These quantities are not guaranteed, nor have they any other significance in terms of the contract other than a means of assessing the Tender.</p> <p>Only the actual quantities of work, which are executed by the Contractor in fulfilment of his obligations under the Contract, will be measured or approved by the Engineer for payment purposes.</p> <p>An alteration of the quantities included in the Bill of Quantities shall not affect the validity of the contract. The Tendered rates and prices shall remain valid and applicable irrespective of any differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.</p>
6.6	Provisional sums and prime cost sums	<p>“Expenditure in connection with Provisional and Prime Cost Sums shall be solely at the discretion and on the instruction of the Engineer. No expenditure shall be incurred under a Contingency Allowance without the written approval of the Employer. Any parts of the amounts provided under any of the above items in the bill of Quantities which are not expended shall not be included in the Contract Price.</p>
6.7	Schedule of Quantities – Estimated quantities	<p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p>
6.8.2	Contract Price Adjustment (only applicable to contracts of 12 months and longer)	<p>Contract Price Adjustment Schedule (SAFCEC) MCLM efficient for calculating Contract Price Adjustment Factor: (Refer to Contract Data)</p> <p>$x = 0,10$ (General Engineering Works Routine) aLt (Labour) = 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05</p>

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		(Civil Engineering as per SEIFSA indices)
6.8.3	Special Materials	As per schedule
6.9	Vesting of Materials	6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property."
6.10.1.5	Materials on Site	80% (Delivery Notes and Tax Invoices to be provided)
	Valuation of material brought onto site	<p>6.10.1.5</p> <p>"In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding installment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the contractor and may be deducted by the Employer from any monies owing or that may become owing the contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer.</p> <p>When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor."</p>
6.10.3	Retention Money	No NOT APPLICABLE money
	Retention Guarantee	<p>A Retention Guarantee is not acceptable</p> <p>10% Retention NOT APPLICABLE deducted from each payment certificate. Retention will be reduced to 5% once Practical Completion Certificate is issued for the work.</p>
6.10.4	Claims Procedure	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
6.14.5.2	Defects Liability Period	12 Months
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7.1	Information in respect of plant	<p>Add to Sub-Clause 7.1.1</p> <p>(a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor.</p> <p>(b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>(c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.</p>
7.2	Quality of materials and workmanship	<p>"The Contractor shall identify the source of supply for all materials required for the execution of the Works, including but not limited to stone, sand, gravel, soil, and any other natural materials. All materials to be used in the project must receive prior approval from the Engineer."</p>
8.3	Expected risks	<p>Add the following:</p> <p>"Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Insurance Association at the time of tendering and it is stipulated in the Contract Data that the contractor is to effect insurance against these risks."</p>

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8.4	Indemnifications	<p>“hereby indemnifies the Employer, the Engineer and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and”</p> <p>Add the following:</p> <p>Without prejudice to nay of the rights of the Employer arising from any of the provisions of this agreement, the Contractor indemnifies and holds the Employer harmless against all loss, liability. Damage, claim, proceeding or expenses of any nature whatever (including without limiting the generality of the afore going) all party, attorney and client costs incurred by the Employer which the Employer may suffer as a result of or which may be attributed to:</p> <p>-any liability of the Contractor, whether actual or contingent;</p> <p>-any liability of the Contractor for taxation, for which purpose the terms “taxation” shall include normal taxation, value added tax, minimum or secondary taxation on companies, District or equivalent levies, all other forms of levies or taxation and any penalties or interest as a result thereof;</p> <p>-the contractors performance in terms of this agreement;</p> <p>-The Contractor indemnifies the Employer in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Contractor as a consequence of the negligence of the Contractor, its employees, members or any persons under its control;</p> <p>The Contractor shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the Employer or any person for whose actions the Employer is legally liable.</p>

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8.6	Insurances	<p><u>Replace</u> clause 8.6 with the following:</p> <p>8.6 Insurances</p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.1.1 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <p><i>Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits;</i></p> <p><i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i></p> <p><i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i></p> <p><i>Removal of debris;</i></p> <p><i>Surrounding property</i></p> <p><i>Work away;</i></p> <p><i>Off-site storage</i></p> <p><i>Temporary repairs;</i></p> <p><i>Contribution clause – marine;</i></p> <p><i>Escalation during Contract Period;</i></p> <p><i>Post loss escalation;</i></p> <p><i>Automatic reinstatement;</i></p>
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		<p><i>Principals maintenance;</i> <i>Property taken over;</i> <i>Beneficial occupation;</i> <i>Escalation due to currency fluctuation;</i> <i>Manufacturers guarantees</i></p> <p>8.6.1.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <p>a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></p> <p>b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></p> <p>8.6.2 <i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.6.3 <i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause.</i></p> <p>8.6.4 <i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the</i></p>
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Municipality		Contractor	
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		<p><i>Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p>8.6.5 Contractor satisfied with insurance</p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.6.6 Contractor to observe conditions</p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.6.7 Contractor to insure</p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <ul style="list-style-type: none"> <i>a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i> <i>c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the</i>
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Municipality		Contractor	
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		<p>Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</p> <p>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</p> <ul style="list-style-type: none"> - Compensation for Occupational Injuries and disease, 1993 - Unemployment Insurance Act, 1996 - The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended. <p>8.6.8 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</p> <p>8.6.9 Reporting of incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures:</i></p> <p>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</p> <p>b. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the</p>
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Municipality		Contractor	
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		<p>incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</p> <p>c. The following documentation must be included with the claim documentation:</p> <ul style="list-style-type: none"> - Photos of damages caused or suffered as proof or substantiation of the claims. <p>d. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.</p> <p>e. The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p>8.6.10 Reporting of catastrophic incidents</p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:</i></p> <p>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the</p>
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Municipality		Contractor	
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		<p>Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</p> <p>b. The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident.</p> <p>c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p>d. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</p> <p>8.6.11 Reporting of crime related incidents</p> <p>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</p>
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Municipality		Contractor	
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		<p>8.6.12 Claim documentation</p> <p><i>The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p>8.6.13 Authorization of claim forms</p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p>8.6.14 Contractor to pay deductibles</p> <p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p>8.6.15 Settlement of claims</p>
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Municipality		Contractor	
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		<p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>
9.1	Cancellation of Contract	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
10	Dispute Resolution	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.
1.1.1.1 4	The time for achieving Practical Completion is:	Will be specified with each work order.
1.1.1.1 5	The name of the Employer is:	
Municipality		Contractor

CLAUSE/OPTION		DATA																											
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract																											
1.2.1.2	The address of the Employer is:	Physical Address:																											
		Postal Address:																											
1.1.1.1 6	The name of the Employer's Agent is:	Mogale City Local Municipality																											
1.2.1.2	The address of the Employer's Agent is:	Physical Address:																											
		Postal Address:																											
		E-Mail Address:																											
3.1.3		<ul style="list-style-type: none">• The Employer's Agent is required to obtain approval of the Employer:<ul style="list-style-type: none">▪ for expenditure on the Contract to exceed the Contract Price;▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.1</td><td>Nomination of person as Employer's Agent's Representative</td></tr><tr><td>3.3.4</td><td>Authorization to Employer's Agent's Representative or any other person</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr><tr><td>5.8.1.1</td><td>Approval to work on special non-working days and between sunset and sunrise</td></tr><tr><td>5.9.7</td><td>Approval of Contractor's designs</td></tr><tr><td>5.11</td><td>Suspension of progress of the Works</td></tr><tr><td>5.13.2</td><td>Reduction of penalty for delay</td></tr><tr><td>5.14.2</td><td>The issue of a Certificate of Practical Completion</td></tr><tr><td>5.14.4</td><td>The issue of a Certificate of Completion</td></tr></table>		CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Employer's Agent's Representative	3.3.4	Authorization to Employer's Agent's Representative or any other person	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night	5.8.1.1	Approval to work on special non-working days and between sunset and sunrise	5.9.7	Approval of Contractor's designs	5.11	Suspension of progress of the Works	5.13.2	Reduction of penalty for delay	5.14.2	The issue of a Certificate of Practical Completion	5.14.4	The issue of a Certificate of Completion
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Municipality		Contractor																											

CLAUSE/OPTION		DATA	
		5.16.1	The issue of a Final Approval Certificate
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 	
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days	
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	<ul style="list-style-type: none"> • Annual builders holiday • Statutory public holidays 	
5.13.1	The penalty for delay	The penalty will be R5 000,00/day.	
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.	
5.16.3	The latent defect period is:	12 (twelve) Months	
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	The penalty will be R5 000,00/measure	
5.17.2	The Penalty for non-compliance for Road Markings	N/A	

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CLAUSE/OPTION		DATA																		
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	N/A																		
6.1.3	Labour returns:	Labour returns will be submitted monthly .																		
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> Fixed Performance Guarantee from approved financial institution or Cash Deposit. The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein. 																		
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for R300,000.00.																		
6.2.2	Retention money guarantee	Not permitted																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td>x</td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td>a</td><td>Labour</td><td>0.21</td></tr> <tr> <td>b</td><td>Civil Engineering Plant</td><td>0.27</td></tr> <tr> <td>c</td><td>Civil Engineering Materials</td><td>0.42</td></tr> <tr> <td>d</td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is The base month is <u>the month and year prior to the closing of the tender.</u> 	Coefficient	Description	Value	x	Portion not subject to adjustment	0.10	a	Labour	0.21	b	Civil Engineering Plant	0.27	c	Civil Engineering Materials	0.42	d	Fuel	0.10
Coefficient	Description	Value																		
x	Portion not subject to adjustment	0.10																		
a	Labour	0.21																		
b	Civil Engineering Plant	0.27																		
c	Civil Engineering Materials	0.42																		
d	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	80% (Eighty percent)																		
6.10.3	Percentage retention is:	10% (ten percent) of the value of the works, excluding contingencies and																		
	The limit of retention money is:	Not																		

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CLAUSE/OPTION		DATA
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from:</p>
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

Municipality		Contractor	
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C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
		Performance guarantee R300 000.00 (Three Hundred Thousand Rand)		
		Cash deposit R300 000.00 (Three Hundred Thousand Rand)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	<p>_____ %. (Maximum of 15% will be allowed)</p> <p><i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i></p>		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

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C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: **State Guarantor legal name**

Physical address: **State physical address**

Employer means: Mogale City Local Municipality

Contractor means: **State Contractor's legal name**

Employers Agent means: **State name of Employer's Agent**

Works mean: **State tender reference and description**

Site means: **State site and boundaries**

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: **State amount in words**

Guaranteed Sum means: The maximum aggregate amount of **R ###.##**

Amount in words: **State amount in words**

Type of Performance **Fixed**

Guarantee:

Expiry Date means: **Date** or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the *Expiry Date* as indicated here

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the *Works* as defined in the *Contract*.

Municipality		Contractor	
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1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the *Guarantor's* liability shall be limited during the following periods to diminishing amount of the *Guaranteed Sum* as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the *Contract Sum*:

R ###.##

(Amount in words:)

1.1.2 From the day following the day of the said interim payment certificate up to and including the *Expiry Date*, or the date of the issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, whichever occurs first:

R ###.##

(Amount in words:)

1.2 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the interim certificate certifying, for the first time, more than 50% of the *Contract Sum*, has been issued and the date on which the Certificate of Completion of the *Works* has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the *Guarantor's* liability shall be limited to the *Guaranteed Sum*.

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* 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.

Municipality		Contractor	
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3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

3.1.1 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 suretyship.

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

3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at 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 3.2.1 and the sum certified has not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.

3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

Municipality		Contractor	
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- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the *Guarantor* has made payment in terms of 3.3, 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 to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.
- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.
- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 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

Municipality		Contractor	
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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.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of the (name of department)

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

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C1.4 CASH DEPOSIT GUARANTEE

Contract: _____

Description of
Contract: _____

Employer: _____

Contractor: _____

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Employer's Agent as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹ Delete which is not applicable

Municipality		Contractor	
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FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____
CAPACITY:
(of authorized agent) _____
SIGNATURE:
(of authorized agent) _____

SIGNED _____ on _____ day of _____
at _____ this _____

WITNESSES:
(Full name in BLOCK letters
and signature)

1. _____
2. _____

Municipality		Contractor	
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C1.5 HEALTH AND SAFETY AGREEMENT**Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between**

(....)
(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly
authorised by virtue of a resolution dated _____, attached hereto Annexure
A, of the said _____ (herein after
referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

(tender number and description)

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993), hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

Municipality		Contractor	
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- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall 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 or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

Municipality

Contractor

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK**Annexure 1****Occupational Health and Safety Act, 1993
(Regulation 3(2) of the Construction Regulations, 2014)****APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK**

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

(d) Office Tel. Number and/or Mobile number:

(e) Postal address:

3. Name, postal address and telephone numbers of the principal contractor

4. Name, postal address and telephone numbers of the designer of the project

Municipality		Contractor	
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5. Name, Postal address and telephone numbers of the following persons

(a) Construction Manager: _____

Construction Health and Safety
(b) Officer __________
Construction Health and Safety
(c) Officer _____**6. Exact physical address of the construction and site office**_____
_____**7. Nature of construction work**_____
_____**8. Expected commencement date**

9. Expected completion date

10. Estimated maximum number of persons on the construction site:

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

12 Names(s) of contractors appointed_____

_____**18. Signature of Client / Client's Agent** _____

Municipality		Contractor	
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Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP

13. Date of application: _____

14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick ✓)

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

15. Result of the application. (Please tick ✓)

Approved		Declined	
-----------------	--	-----------------	--

16. Reason for declining the application

[illegible]

17 Signature of the Supervisor:

Municipality		Contractor	
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Signature of revoking officer /
18 inspector: _____

C1.7 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____
between:

• _____ (name of
• company / organisation)
•
of

_____ (address) and

• _____ (name of
• company / organisation)
•
of

_____ (address) (the Parties) and

• _____ (name of Adjudicator)
•
of

_____ (address) (the Adjudicator).

Disputes or differences may arise/have arisen² between the Parties under a Contract dated
_____ and _____ known as

² Delete as necessary

Municipality		Contractor	
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and these disputes or differences shall be/have been³ referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED

by:

Name: _____

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

SIGNED by:

Name: _____

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

SIGNED by:

Name: _____

the Adjudicator in the presence of

Witness

Name: _____

Address: _____

Date: _____

Witness:

Name _____

Address: _____

Date: _____

Witness:

Name: _____

Address: _____

Date: _____

³ Delete as necessary

Municipality		Contractor	
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Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ⁴ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

⁴ Delete as necessary

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MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:
PART C2: PRICING DATA

Municipality		Contractor	
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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall to be completed by hand in black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer

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from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	= millimetre	h	= per hour
m	= metre	kg	= kilogram
km	= kilometre	t	= ton (metric = 1000kg)
m ²	= square metre	no	= number
m ² .pass	= square metre pass	sum	= sum
ha	= hectare	MN	= mega newton
m ³	= cubic meter	MN.m	= mega newton metre
m ³ .km	= cubic meter kilometre	PC sum	= prime cost sum
ℓ	= litre	prov sum	= provisional sum
kℓ	= kilolitre	%	= percent
MPa	= mega pascal	kW	= kilowatt
V	= volt	KVA	= kilo volt ampere
A	= ampere	R/only	= rate only
month	= per month	pe	= per establishment
day	= per day	pm	= per person per month
pd	= per person per day	p	= per person
ph	= per person per hour	pwo	= per work order

3. Rates

- 3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 3.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

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- 3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, 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 be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, **shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

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).

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C2.2 PRICING SCHEDULE
PART C2: PRICING DATA

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a RATE ONLY TENDER)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Municipality		Contractor	
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C2.2.1 Bill 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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Part C2.2 : Bill of Quantity**C2.2 Schedule of Quantities**

Item	Description	Uom	Quantity	Rate Excl. Vat (R)
1	<u>BILL No 1A :</u> <u>SECTION 1A: PROVISIONAL SUMS</u> <u>Contractual requirement (As described in section C3)</u> <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> General items Budgetary Allowance: For unscheduled or non-schedule items which are not specified in the Bills of Quantities (Determined by the Mogale City Local Municipality), Industrial scaffolding, Specialised Machinery, Plant and Equipment			
1,1		Psum	1,00	R 1 200 000,00
1,2		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>

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

Municipality		Contractor	
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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 there-off 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
2.4.2	Ducted split unit – 24,000 BTU	Each	1	R

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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

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Item	Description	Uom	Quantity	Amount Excl. Vat (R)
3	<p><u>SECTION 3: UNIT COMPONENTS</u></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>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.</p> <p><u>Compressor for a R410 Gas AC Units: NON-INVERTER UNIT</u></p>			
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

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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

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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>				
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	

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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
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

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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
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

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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
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

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	<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:-				
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:-				

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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
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:-			

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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
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

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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
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

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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
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

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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
	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>			
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	SECTION 4: NEW A/C UNITS			
	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.			
	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)			
4.1	Air Curtains Unit:-			
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

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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
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

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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
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

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

FINAL SUMMARY:-

Municipality		Contractor	
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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
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

Municipality		Contractor	
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MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

Municipality		Contractor	
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PART C3: SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 General

The Standardized Specifications applicable to this contract 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 ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

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 service provider/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/s.

Contractor/s 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 contractors 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 Project Manager**;

This will result in the **termination of the contract.**

Municipality		Contractor	
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C3.1.6 Management Meetings and Progress report

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

- Monthly client site meeting (using standard agenda for management control) and progress report.
- Technical meetings and progress report as required for each phase of the work.
- Monthly safety meetings and progress report in terms of the OHS requirements.

Municipality		Contractor	
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C3.2.1 Project Specifications**C3.2.1.1 General Description**

The works to be carried out may include any one or more of the following activities as set out in clause C3.2.3 below during the term of the 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

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- Crimping pliers
- 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 works order work 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.

C3.2.5.2 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.

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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
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 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, etc. shall be listed on the account.

The Contract Manager 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 Bids 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 Project Manager, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations.

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C3.2.9 Protection of road furniture and existing infrastructure

Most of the work to be done on existing road and stormwater infrastructure.

The Contractor shall be responsible for protecting exiting infrastructure and road furniture to provide working space for his/her personnel. The movement of existing infrastructure shall be kept to the very minimum and the Contractor shall be solely responsible for any damage arising from its removal and/or replacement.

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:

- SANS 1200 A: General

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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.

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.

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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.

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. 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.

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- 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.

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-hand-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.

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- 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.
- l. In view of supra (h, i, j and k) the municipality reserves the right to appoint successful bidders on their own rates, in the case where it becomes impractical to determine a clear market related rate average or range. MCLM may also reject bidders who priced higher or lower than market related rates average or range.
- m. 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,

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 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.

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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.

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C3.4 Technical Specifications**C3.4.1 PROJECT SPECIFICATIONS – PART 1****PS1. CONTRACT DETAILS**

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S 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.

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 be 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.

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.

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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 HFC 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.

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.

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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

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 be 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.

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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.

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.

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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 **SPECIFICATION**

on capillary joints:- **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.

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.

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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.

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

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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.

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.

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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

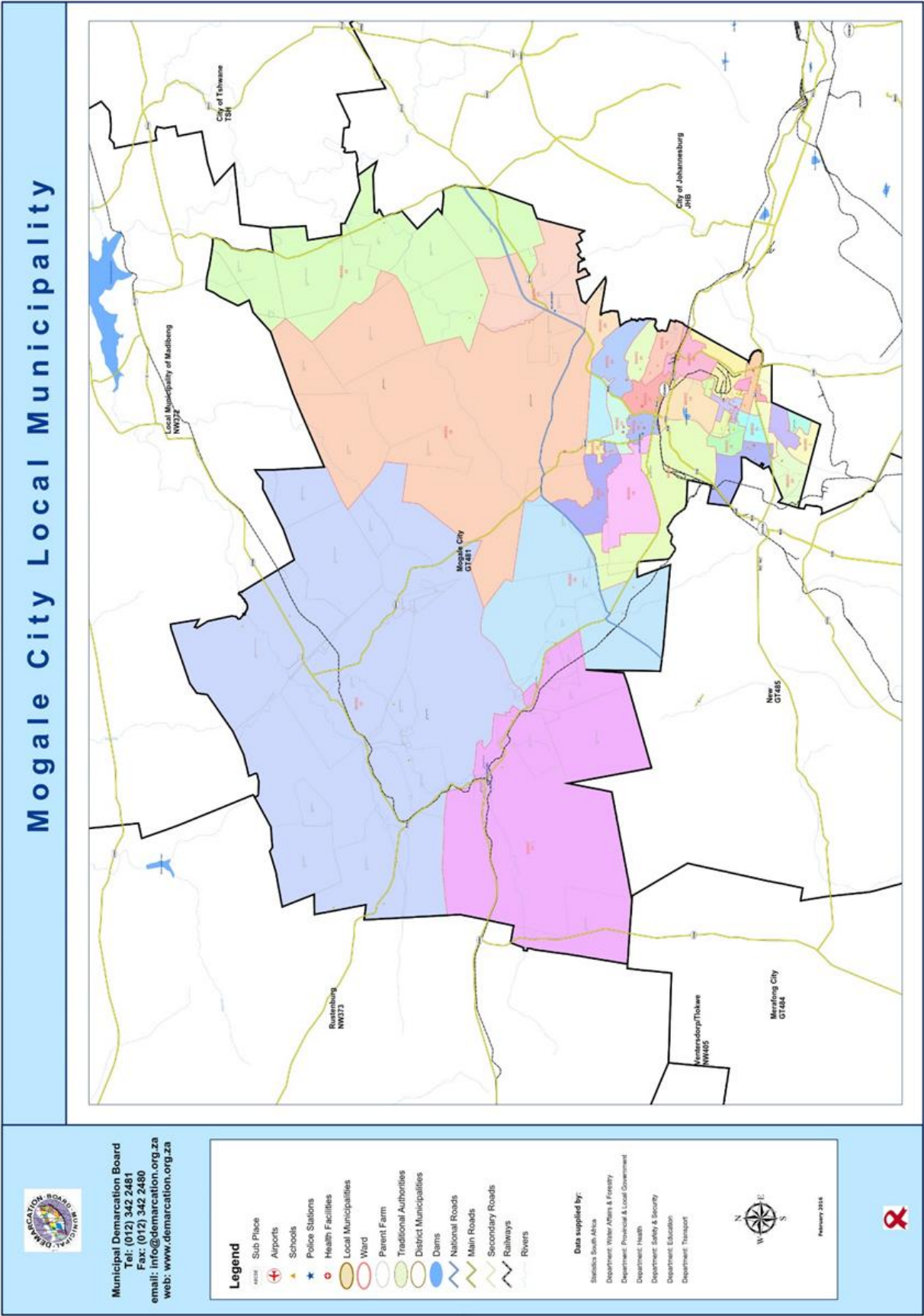


THE CONTRACT:

PART C4: SITE INFORMATION

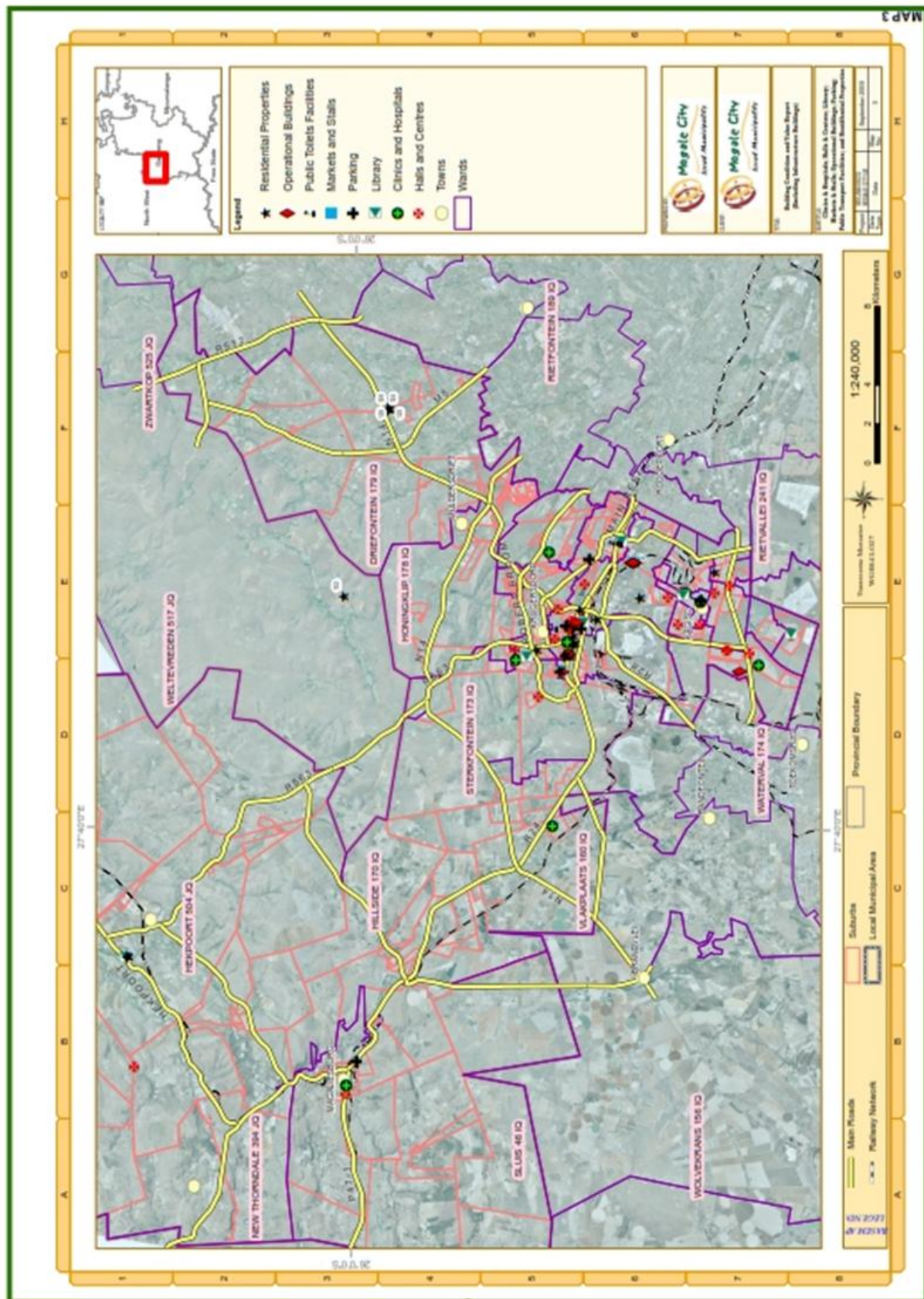
- SECTION C4.1 – MAPS OF MOGALE CITY LOCAL MUNICIPALITY
- SECTION C4.2 – MOGALE CITY AREA BREAK DOWN
- SECTION C4.3 – LIST OF FACILITIES AND BUILDINGS

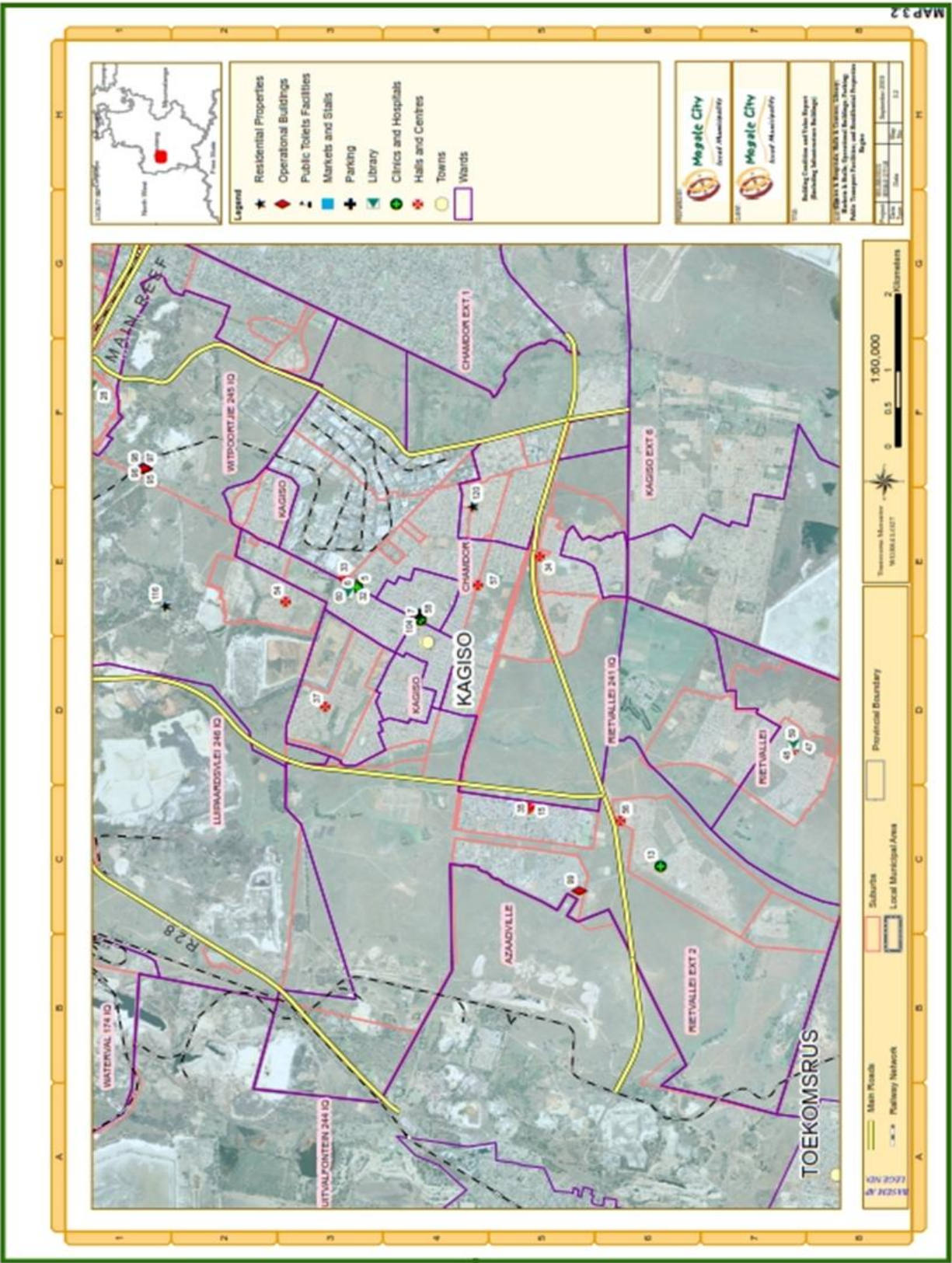
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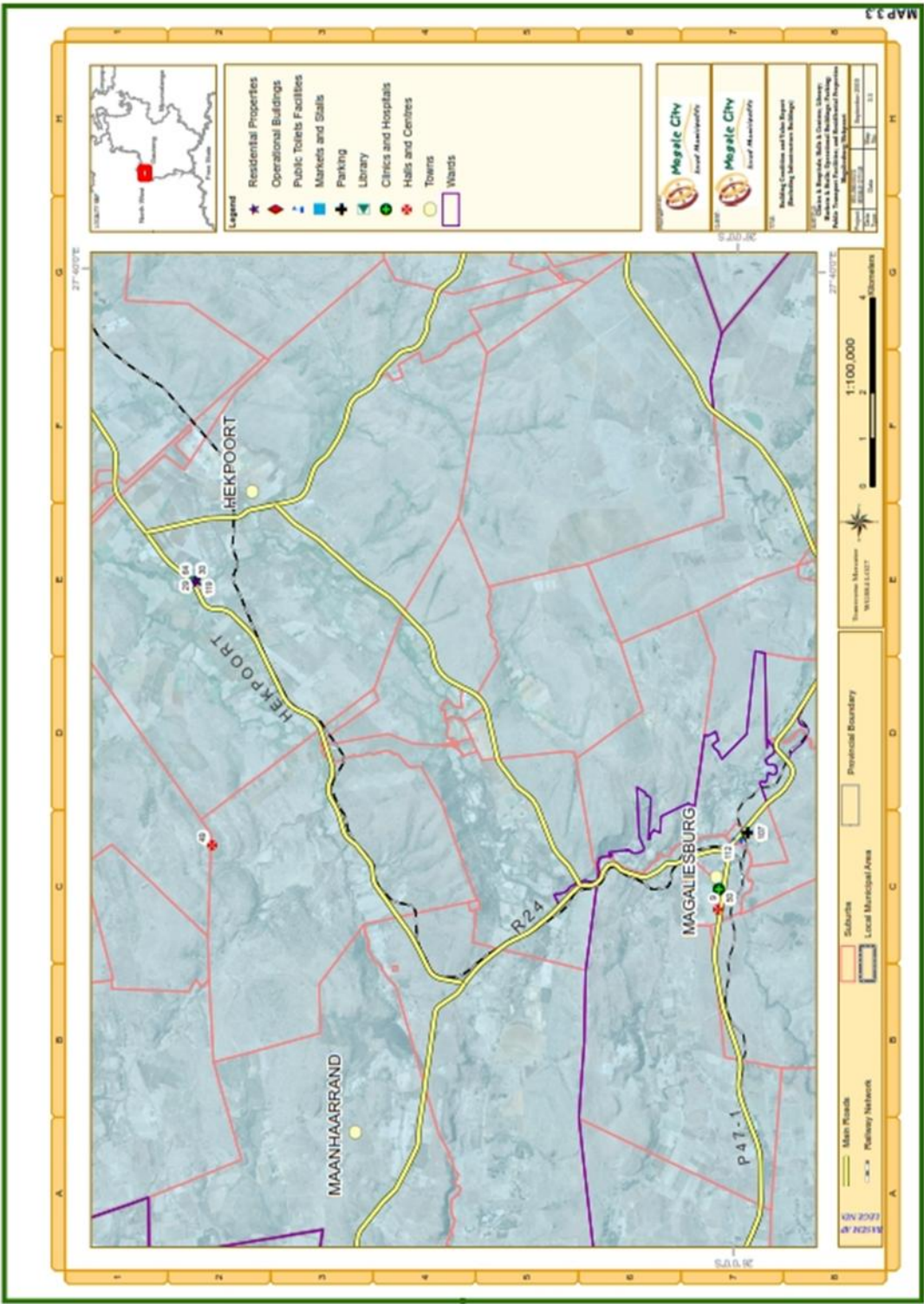
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C4.2 MOGALE CITY AREA BREAKDOWN.

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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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/AZAADVILE	Administration of Libraries
MBL 13506	AZAADVILE 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 TIP SITE	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

Municipality		Contractor	
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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

Municipality		Contractor	
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MBL 13673	PUBLIC FACILITIES LEWISHAM	Administration Support Buildings
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.

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C4.2 BID CHECKLIST

This list is aimed at assisting all bidders to submit complete quotation documents.

Bidders are to check the following points before the submission of their quotation document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned.

ITEM	DESCRIPTION	YES	NO
1.	Bidder must attach the Central Supplier Database (CSD) registration report.		
2.	Copies of ID's for company/entity directors		
3.	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.		
4.	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).		
5.	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.		
6.	If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account, <ul style="list-style-type: none"> ❖ the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor / delegate with contact details and not older than three (3) months. ❖ An original letter from a tribal authority not older than three (3) months indicating that the business is operating on tribal land. 		
7.	If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services. <ul style="list-style-type: none"> ❖ The bidding entity must submit an original Sworn Affidavit by the property owner. 		
8.	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.		
9.	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 Trustees must be furnished explaining that factor.		
10.	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.		
11.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1, MBD 8 AND MBD 9.		
12.	All pages requiring information have been completed in full and in black ink.		
13.	Tenders must be submitted in original document.		

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14.	No pages removed from the tender document		
15.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the quotation and the subsequent contracts, has been attached and signed.		
16.	Joint Venture (JV) agreement has been attached and signed (if applicable)		
17.	Bill of Quantities must be completed and signed		
18.	In case of any amendments made, must be initialled in each alteration by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
19.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name 		
20.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as, municipal accounts, CSD, etc.**
- ❖ **No communication with Mogale City Municipal officials is allowed after the closing date of the quotation.**
- ❖ **The only authorized form of communication will be through the Supply Chain Management Office email address at SCMEnquiries@mogalecity.gov.za**

 Signature of person duly authorized to sign a Bill of Quantities

 Date

Municipality		Contractor	
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