

Part T1: Tendering Procedures

**DEPARTMENT INFRASTRUCTURE DEVELOPMENT SERVICES:
BUILDING MAINTENANCE**

TENDER NUMBER: IDS (B&F) 09/2026

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S WITH THE CIDB GRADING OF 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
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

Municipality		Contractor	
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Part T1: Tendering Procedures**CONTENTS**

NUMBER	HEADING	PAGE	COLOUR CODING
	THE TENDER		
	Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	4	White
T1.2	Tender Data	12	Pink
	Part T2: Returnable Documents		
T2.1	List of Returnable Documents	49	Yellow
	Check List For Submissions	50	Yellow
T2.2	Returnable Schedules	52	Yellow
	THE CONTRACT		
	Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	104	Yellow
C1.2	Contract Data	111	Yellow
C1.3	Forms of Securities	146	White
	Part C2: Pricing Data		
C2.1	Pricing Instructions	164	Yellow
C2.2	Bills of Quantities	168	Yellow
	Part C3: Scope of Work		
C3.1	Description of the Works	194	Blue
C3.2	Project Specifications	196	Blue
	Part C4: Site Information		

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.

Municipality		Contractor	
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Part T1: Tendering Procedures

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T1: TENDERING PROCEDURES

Municipality		Contractor	
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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) 09/2026	CLOSING DATE:	01 October 2025	CLOSING TIME:	11:00
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DESCRIPTION	TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S WITH THE CIDB GRADING OF 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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 NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE TCS PIN:

O

CSD No:

Municipality

Contractor

STATUS			R		
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					

Municipality		Contractor	
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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:

Municipality		Contractor	
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ADVERTISED IN: The Star
 PUBLISHING DATE: Wednesday, 27 August 2025
 TENDER NO: IDS (B&F) 09/2026

MOGALE CITY LOCAL MUNICIPALITY

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

TENDER NUMBER: IDS (B&F) 09/2026

RE-ADVERT: TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S WITH THE CIDB GRADING OF 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on Monday, 08 September 2025 at 13:00pm 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		
Within the boundaries of Gauteng Province				

Municipality		Contractor	
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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: Wednesday, 01 October 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.
- Mogale City Local Municipality will not accept any tender document with missing pages.

Municipality		Contractor	
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4. Fully completed and signed the Compulsory Briefing Session attendance register.
5. Service provider/s must have a CIDB GRADING of 2EB 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. ESSENTIAL DOCUMENTS

(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.
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.

Municipality		Contractor	
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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.
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.

Municipality		Contractor	
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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

Municipality		Contractor	
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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 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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 2EB 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 13h00 pm.

The closing date and time for receipt of tenders is **01 October 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

Municipality		Contractor	
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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 O Box 94</p>

Municipality		Contractor	
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		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 2EB 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 2EB 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 2EB OR HIGHER than a contractor designation in accordance with the sum tendered for a 2EB 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.
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

Municipality		Contractor	
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		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) 09/2026</p> <p>TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S WITH THE CIDB GRADING OF 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</p> <p>Closing date and time of the tender: 25 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</u> tender submission document.</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> <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>

Municipality		Contractor	
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		<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) 09/2026 - TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S WITH THE CIDB GRADING OF 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</p> <p>Closing Time: 11:00 Closing Date: 01 October 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
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.

Municipality		Contractor	
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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>
C.2.16	Tender offer validity	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.

Municipality

Contractor

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.
C.2.23	Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender. The Tenderer must provide the following with his submitted bid document. T2.2.1 Record of Addenda to Tender Documents T2.2.2 Compulsory Enterprise Questionnaire T2.2.3 Authority of Signatory T2.2.4 MCLM Corporate Social Responsibility T2.2.5 Proposed Amendments and Qualifications

Municipality		Contractor	
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		<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 in service of the state	<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> <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

Municipality		Contractor	
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		<ul style="list-style-type: none"> • 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; e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature. <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> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <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	<p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <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>

Municipality

Contractor

		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
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		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: <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 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

Municipality		Contractor	
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		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
C.3.9.1	Arithmetical Errors, Omissions and Discrepancies	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: <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		The employer must correct the arithmetical errors in the following manner:

Municipality

Contractor

		<p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>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.</p> <p>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> <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>
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"> 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included).

Municipality		Contractor	
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		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.
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>

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	

Municipality		Contractor	
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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	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	

(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>
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Municipality		Contractor	
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		<p>(ii) <i>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.</i></p> <p>(b) <i>Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:</i></p>			
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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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		

(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	<p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p>Table C.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4"><p>a P_m is the comparative offer of the most favourable comparative offer.</p><p>P is the comparative offer of the tender offer under consideration.</p></td></tr></table>	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	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	<p>a P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>			
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	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$															
<p>a P_m is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p>																		
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																

Municipality		Contractor	
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		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 ii) failed to perform on any previous contract and has been given a written notice to this effect. 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. i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. <p>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	<p>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:</p> <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.

Municipality		Contractor	
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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: <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

Municipality		Contractor	
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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.*

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;

Municipality		Contractor	
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- 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;
- (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

Municipality		Contractor	
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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.

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.

Municipality		Contractor	
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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

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

Municipality		Contractor	
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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.

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

Municipality		Contractor	
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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

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".

Municipality		Contractor	
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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.

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**

Municipality		Contractor	
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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

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

Municipality		Contractor	
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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
- 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;

Municipality		Contractor	
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- 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.

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.

Municipality		Contractor	
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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

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.

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

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

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

P_{min} = 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-

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

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

P_{min} = Comparative price of lowest acceptable tender or offer.

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.			

Municipality		Contractor	
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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

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

<p>1. Plant, Equipment and Resources</p> <ul style="list-style-type: none"> Vehicles: Proof of ownership will be eNatis documents. 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. 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.
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Municipality		Contractor	
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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>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)</p> <p style="text-align: center;">Or</p> <p>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)</p> <p>Note: No extra points will be allocated for more than 2 x vehicles (owned or hired).</p>	<p>0</p> <p>10</p> <p>20</p> <p>0</p> <p>10</p> <p>20</p>	10
		20	10

2. Qualified Personnel

Detailed CV must be attached for each team member.

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.</p>		

Municipality		Contractor	
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	<p>CV demonstrating two (2) years relevant experience. (20 Points)</p> <p>2 x Artisan Electricians</p> <p>Artisan Electricians with trade test certificate in electrical and submit a cv of each Artisan Electrician demonstrating a minimum of two (2) years' experience in electrical maintenance, repairs and installation. (20 Points)</p> <p>NB: Bidders who submit documents for one (1) Artisan Electrician will score zero (0), as full points will be allocated for submission of the required two (2) Artisan Electricians' documents.</p>	20	40
2.2	<p><u>2 x Assistant Electricians</u></p> <p>Assistant Electricians with Two (2) years' experience in electrical maintenance, repair and installation. (10 Points)</p> <p>(CV must have relevant experience in electrical maintenance and repair)</p> <p>NB: Bidders who submit a cv for one (1) Assistant Electrician will score zero (0), as full points will be allocated for submission of the required two (2) Assistant electricians' CVs</p>	10	10
		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 electrical 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) contactable reference letters with similar/relevant completed projects or scope of work. (10 points).</p> <p style="text-align: center;">OR</p> <p>Four (4) to Eight (8) contactable reference letters with similar/relevant completed projects or scope of work (15 points).</p> <p style="text-align: center;">OR</p>	30	10

Municipality		Contractor	
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	Nine (9) and above contactable reference letters with similar/relevant completed projects or scope of work (30 points).		
		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,
- 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,
- complies with the legal requirements, if any, stated in the tender data, and
- 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:

- addenda issued during the tender period,

Municipality		Contractor	
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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.

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)

Municipality		Contractor	
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- 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
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.

Municipality		Contractor	
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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 COLD 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 **"ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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 preference points for specific goals are not claimed.

Municipality		Contractor	
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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 employing, another person to support such primary contractor in the execution of part of a project in terms of the contract

Municipality		Contractor	
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- (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

P_s = Points scored for price of tender under consideration

Municipality		Contractor	
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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 women-owned enterprise points of bidder)	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)
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

☐ Manufacturer

☐ Supplier

☐ Professional service provider

Municipality		Contractor	
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Y 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 _____

Municipality		Contractor	
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7.1 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing 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) 09/2026: ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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	Nationality	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.**

Safety Officer

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

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

.....
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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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.**

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.**

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:				

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

Municipality		Contractor	
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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?			
7	EMERGENCY ARRANGEMENTS		YES	NO

Municipality		Contractor	
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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) 09/2026**

Description of Works : **ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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) 09/2026**

TENDER: ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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)

Municipality		Contractor	
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Description	Tendered Amount (Rates)	VAT	Amount (Incl. VAT)
ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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

WITNESSES:

Municipality		Contractor	
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(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	
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		<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 accordance with the above priority. If, after applying</i>

Municipality		Contractor	
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		<i>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 Engineers is not the Mogale City Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none">(i) 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(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	
Municipality		Contractor	

		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> <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>
Municipality		Contractor

		<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 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</i></p>
Municipality		Contractor

		works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.
		<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> <p>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</p>

Municipality		Contractor	
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		<p><i>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> <p>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</p>	
Municipality		Contractor	

		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.”
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.
Municipality		Contractor

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> <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</p>

Municipality		Contractor	
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		<p>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-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>
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Municipality		Contractor	
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		<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> <p><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></p>
Municipality		Contractor

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 records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u>Method 1: Rainfall formula method</u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project</i></p>

Municipality		Contractor	
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		<p>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> <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</p>	
Municipality		Contractor	

		<p>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 working days) due to normal rainfall, for which he will not receive any extension of time.</p> <p>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.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-</p>
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Municipality		Contractor	
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		<p><i>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	<p>"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."</p> <p>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.</p>
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><i>5.17.1 Faulty Workmanship or Materials</i></p> <p><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</i></p>

Municipality		Contractor	
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		<p><i>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><i>5.17.2 Road Markings; 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><i>5.17.3 All Traffic Accommodation measures; 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><i>6.1.2 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><i>6.1.3 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> <p><i>6.1.4 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></p>
6.2	Contract Guarantee	<p>Within 14 days of Letter of Appointment – at time of Site Handover.</p> <p>"The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in</p>

Municipality		Contractor	
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		<p>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	<p><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></p>
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	<p>The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by 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>

Municipality		Contractor	
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		<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>$x = 0,10$ <i>(General Engineering Works Routine)</i> aLt (Labour) = 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05</p> <p><i>(Civil Engineering as per SEIFSA indices)</i></p>
6.8.3	Special Materials	As per schedule
6.9	Vesting of Materials	<p>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.”</p>
6.10.1.5	Materials on Site	80% (Delivery Notes and Tax Invoices to be provided)

Municipality		Contractor	
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	Valuation of material brought onto site	6.10.1.5 “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. 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.”
6.10.3	Retention Money	No NOT APPLICABLE money
	Retention Guarantee	A Retention Guarantee is not acceptable 10% Retention NOT APPLICABLE deducted from each payment certificate. Retention will be reduced to 5% once Practical Completion Certificate is issued for the work.
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
7.1	Information in respect of plant	Add to Sub-Clause 7.1.1 (a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. (b) The Employer may, in order to avoid seizure by the

Municipality		Contractor	
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		<p>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>
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 any of the rights of the Employer arising from any of the provisions of this agreement, the</p>

Municipality		Contractor	
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		<p>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>	
8.6	Insurances	<p><u>Replace</u> clause 8.6 with the following:</p> <p>8.6 <i>Insurances</i></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</i></p>	
Municipality		Contractor	

		<p><i>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> <p><i>Principals maintenance;</i></p> <p><i>Property taken over;</i></p> <p><i>Beneficial occupation;</i></p> <p><i>Escalation due to currency fluctuation;</i></p> <p><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>
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Municipality		Contractor	
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		<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 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 <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</i></p> <p>8.6.6 <i>Contractor to observe conditions</i></p>
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Municipality		Contractor	
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		<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> <ol 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 Contractor that are used in the execution of the contract for the full replacement value thereof.</i> <i>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.</i> <i>e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i>
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Municipality		Contractor	
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		<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> <ol style="list-style-type: none"> a. <i>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.</i> b. <i>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 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.</i>
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Municipality		Contractor	
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		<p>c. <i>The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> - <i>Photos of damages caused or suffered as proof or substantiation of the claims.</i> <p>d. <i>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.</i></p> <p>e. <i>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.</i></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> <ul style="list-style-type: none"> a. <i>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 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i> b. <i>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.</i> c. <i>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</i>
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Municipality		Contractor	
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		<p>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> <p>8.6.12 Claim documentation</p> <p>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.</p> <p>The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</p> <p>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.</p>	
Municipality		Contractor	

		<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> <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</i></p>	
Municipality		Contractor	

		<p><i>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:		
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: 	
Municipality		Contractor	

CLAUSE/OPTION		DATA																																							
		<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:																																							
		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	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
		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																																						
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		5.6.3	Approval of programme of construction																																						
		5.7.2	Permission to carry out work by day and by night																																						
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		5.14.4	The issue of a Certificate of Completion																																						
		5.16.1	The issue of a Final Approval Certificate																																						
		6.3.1	Variation Orders in respect of variations which are not small																																						
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		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	<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)																																							
Municipality		Contractor																																							

CLAUSE/OPTION		DATA
	commencement with Works execution are:	<ul style="list-style-type: none"> • 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
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:

Municipality		Contractor	
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CLAUSE/OPTION		DATA																				
		<table><tr><td>Coefficient</td><td>Description</td><td>Value</td></tr><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></table>			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																		
(Coefficients a, b, c and d must sum to one)																						
<ul style="list-style-type: none">The area nearest the Site isThe base month is <u>the month and year prior to the closing of the tender.</u>																						
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 works, excluding contingencies and																				
	The limit of retention money is:	Not																				
8.6	Insurance of the Works and Public Liability Insurance	The Employer shall arrange this insurance. A copy of the policy and the list of excesses may be obtained from:																				
	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																				

Municipality		Contractor	
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CLAUSE/OPTION		DATA
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:	_____ %. (Maximum of 15% will be allowed) <i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i>		
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

Municipality		Contractor	
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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

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.

Municipality		Contractor	
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- 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 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.

Municipality		Contractor	
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Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Municipality		Contractor	
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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.

Municipality		Contractor	
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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
aton
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
aton
this

day of

Municipality

Contractor

WITNESSES:
(Full name in BLOCK letters
and signature)

1. _____
2. _____

Municipality		Contractor	
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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

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

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
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Approved		Declined	
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[illegible]

Municipality		Contractor	
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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

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.

² Delete as necessary

³ Delete as necessary

Municipality		Contractor	
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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:

Witness:

Name

Address:

Witness:

Name:

Address:

Date:

Date:

Date:

Municipality

Contractor

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

Municipality		Contractor	
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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

Municipality		Contractor	
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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.

Municipality		Contractor	
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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 handwritten 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 work required by MCLM to be performed as instructed to the contractor by means of a Work Order.

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

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

Municipality		Contractor	
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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: _____

C2.2.1 Bill of Quantities Contents

- 1 PROVISIONAL SUMS
- 2 EXISTING INSTALLATION
- 3 CONDUITS AND WIRING
- 4 POWER INSTALLATION
- 5 CIRCUIT BREAKERS
- 6 EARTHING AND BONDING

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

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
1	<u>BILL No 1 :</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),			
1,1	Industrial scaffolding, Specialised Machinery, Plant and Equipment	Psum	1,00	R 1 000 000,00
1,2	Solar Panel System various sizes from minimum of 3KW to maximum to 100KW	Psum	1,00	R 200 000,00
1,3	Solar Panel System (inclusive of Certificate of Compliance and all applicable documents applicable to new installation)	Psum	1,00	R 1 500 000,00
1,4	<u>MOTOR GATE, BOOM GATES AND ROLLER SHUTTER DOORS</u> Repair, servicing, maintenance and installation of electrical	Psum	1,00	R 200 000,00

Municipality		Contractor	
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motor gates, boom gates and roller shutter doors			
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1A P&G's ONLY)			<u>R 2 900 000,00</u>

Item	Description	Uom	Quantity	Amount Excl. Vat
	<u>BILL No 1B :</u> <u>SECTION 1B: LABOUR RATE; CoC</u> Work done between Monday and Friday from 7:30am to 4pm shall be paid as per quoted rate for that particular item. Overtime during Saturdays; Sundays; and Public Holidays			
1,5	Electrical Artisan	Hour	1,00	R
1,6	Elconop / Electrical Assistant Artisan	Hour	1,00	R
1,7	CoC Certificate:	Item	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1B: LABOUR RATE; CoC)				<u>R</u>

Item	Description	Uom	Quantity	Amount Excl. Vat
2	<u>CABLES (PROVISIONAL)</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>PVC/SWA/PVC ECC stranded copper conductor drawn into sleeves and/or laid in trenches</u>			
2,1	4mm2 x 2-Core	m	1,00	R

Municipality		Contractor	
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2,2	16mm2 x 2-Core	m	1,00	R
2,3	6mm2 x 3-Core	m	1,00	R
2,4	6mm2 x 4-Core	m	1,00	R
2,5	10mm2 x 4-Core	m	1,00	R
2,6	16mm2 x 4-Core	m	1,00	R
2,7	25mm2 x 4-Core	m	1,00	R
2,8	35mm2 x 4-Core	m	1,00	R
2,9	50mm2 x 4-Core	m	1,00	R
2,10	70mm2 x 4-Core	m	1,00	R
2,11	95mm2 x 4-Core	m	1,00	R
2,12	Disconnect, remove & re-route existing 95 mm cable	Item	1,00	R
2,13	120mm2 x 4-Core	m	1,00	R
2,14	150mm2 x 4-Core	m	1,00	R
	<u>Cable terminations complete, including gland shrouds, lugs, number tags, tape, and connecting</u>			
2,15	4mm2 x 2-Core	No	1,00	R
2,16	6mm2 x 3-Core	No	1,00	R

Municipality		Contractor	
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2,17	6mm2 x 4-Core	No	1,00	R
2,18	10mm2 x 4-Core	No	1,00	R
2,19	16mm2 x 4-Core	No	1,00	R
2,20	25mm2 x 4-Core	No	1,00	R
2,21	- 35mm2 x 4-Core	No	1,00	R
2,22	50mm2 x 4-Core	No	1,00	R
2,23	70mm2 x 4-Core	No	1,00	R
2,24	70mm2 x 1-Core termination	No	1,00	R
2,25	95mm2 x 4-Core	No	1,00	R
2,26	120mm2 x 4-Core	No	1,00	R
2,27	150mm2 x 4-Core	No	1,00	R
2,28	150 mm single core H07 cable	No	1,00	R
	<u>Cable joints including terminations, single core tails,</u>			
2,29	10mm2 x 4-Core	No	1,00	R
2,30	16mm2 x 4-Core	No	1,00	R
2,31	25mm2 x 4-Core	No	1,00	R

Municipality		Contractor	
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2,32	35mm ² x 4-Core	No	1,00	R
2,33	50mm ² x 4-Core	No	1,00	R
2,34	70mm ² x 4-Core	No	1,00	R
2,35	95mm ² x 4-Core	No	1,00	R
2,36	120mm ² x 4-Core	No	1,00	R
2,37	150mm ² x 4-Core	No	1,00	R
2,38	185mm ² x 4-Core	No	1,00	R
2,39	240mm ² x 4-Core	No	1,00	R
2,40	300mm ² x 4-Core	No	1,00	R
2,41	150mm Single core H07 cable termination	No	1,00	R
	<u>Earth Wires - Bare Copper</u>			
2,42	4mm ² x 2-Core	No	1,00	R
	-			
2,43	6mm ² x 3-Core	No	1,00	R
2,44	6mm ² x 4-Core	No	1,00	R
2,45	10mm ² x 4-Core	No	1,00	R
2,46	16mm ² x 4-Core	No	1,00	R

Municipality		Contractor	
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2,47	25mm ² x 4-Core	No	1,00	R
2,48	- 35mm ² x 4-Core	No	1,00	R
2,49	50mm ² x 4-Core	No	1,00	R
2,50	70mm ² x 4-Core	No	1,00	R
2,51	70mm ² x 1-Core termination	No	1,00	R
2,52	95mm ² x 4-Core	No	1,00	R
2,53	120mm ² x 4-Core	No	1,00	R
2,54	150mm ² x 4-Core	No	1,00	R
2,55	150 mm single core H07 cable	No	1,00	R
<u>Cable Glands</u>				
2,56	Size 1	No	1,00	R
2,57	Size 2	No	1,00	R
2,58	Size 3	No	1,00	R
<u>Cable jointing sundries</u>				
2,59	Allow for general compliance: Cable Jointing of the detail electrical specification	Item	1,00	R
<u>CABLE TRAYS</u>				

Municipality		Contractor	
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	<u>Galvanised heavy duty cable trays, including short lengths and fixed to walls</u>			
2,60	100mm Wide cable trays	m	1,00	R
2,61	150mm Wide cable trays	m	1,00	R
2,62	400mm Wide cable trays	m	1,00	R
	<u>Extra over cable tray for:</u>			
2,63	150mm Bend	No	1,00	R
2,64	150mm T-piece	No	1,00	R
2,65	400mm Bend	No	1,00	R
2,66	400mm T-piece	No	1,00	R
	<u>SLEEVES</u>			
	<u>Unplasticised polyvinyl chloride (uPVC) sleeve piping including short lengths and jointing, laid in trench</u>			
2,67	50mm Diameter rigid pipes	m	1,00	R
2,68	75mm Diameter rigid pipes	m	1,00	R
2,69	110mm Diameter rigid pipes	m	1,00	R
2,70	150mm Diameter rigid pipes	m	1,00	R
2,71	50mm Diameter flexible pipes	m	1,00	R

Municipality		Contractor	
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2,72	75mm Diameter flexible pipes	m	1,00	R
2,73	110mm Diameter flexible pipes	m	1,00	R
	<u>Extra on UPVC piping for:</u>			
2,74	110mm Diameter long radius bend	No	1,00	R
2,75	150mm Diameter long radius bend	No	1,00	R
	<u>CABLE TRENCHES</u>			
2,76	Soft excavation not exceeding 2m deep for cable trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches	m ³	1,00	R
	<u>Extra over excavation for cable or sleeve trenches for excavation in:</u>			
2,77	Intermediate material	m ³	1,00	R
2,78	Hard rock material	m ³	1,00	R
	<u>SUNDRIES</u>			
2,79	Cable warning tape placed 150mm above cables in excavations	m	1,00	R
2,80	Concrete block cable marker with inscribed aluminium or brass indicator plate	No	1,00	R
	<u>CUTTING AND REINSTATING THROUGH FLOORS, PAVINGS,</u>			
2,81	Saw cutting through 100mm thick unreinforced concrete paving for 600mm wide cable trench and making good concrete on completion	m	1,00	R
2,82	Lifting up interlocking concrete block paving as necessary for 600mm wide cable trench	m	1,00	R

Municipality		Contractor	
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	and relaying and making good paving on completion			
2,83	Road surface	m ³	1,00	R
2,84	Repair and reinstate of paved areas	m ²	1,00	R
2,85	Repair and reinstate of concrete areas	m ²	1,00	R
2,86	Removal of tree roots	m ²	1,00	R
	<u>CABLE MANHOLES</u>			
2,87	600 x 600mm Brick inspection chamber not exceeding 1000mm deep internally, including precast concrete cover slab (cover elsewhere)	No	1,00	R
2,88	1000 x 1000mm Brick inspection chamber not exceeding 1000mm deep internally, including precast concrete cover slab (cover elsewhere)	No	1,00	R
2,89	450 x 450mm x 27,4kg cast iron grating and frame	No	1,00	R
	<u>GENERAL LIGHTING POWER</u>			
	<u>CONDUITS</u>			
	<u>Galvanised steel conduits</u>			
2,90	50mm Diameter	m	1,00	R
	<u>Rigid PVC conduits</u>			
	<u>Including all accessories i:e adaptors, couplings, sandles, round boxes.</u>			
2,91	20mm Diameter	m	1,00	R
2,92	25mm Diameter	m	1,00	R

Municipality		Contractor	
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2,93	32mm Diameter	m	1,00	R
	<u>galvanised conduits</u>			
2,94	20mm Diameter	m	1,00	R
2,95	25mm Diameter	m	1,00	R
2,100	32mm Diameter	m	1,00	R
2,101	50mm Diameter	m	1,00	R
	<u>PVC conduit accessories</u>			
2,102	100 x 50 x 50mm Deep box	No	1,00	R
2,103	100 x 100 x 50mm Deep box	No	1,00	R
2,104	Blank cover plate for 100mm x 100mm box	No	1,00	R
	<u>WIRING CHANNELS</u>			
2,105	Type P2000 galvanised wiring channels fitted with full length cover plates and suspended from timber trusses/purlins	m	1,00	R
2,106	Type P8000 galvanised wiring channels fitted with full length cover plates and suspended from timber trusses/purlins	m	1,00	R
	<u>Draw Wire</u>			
2,107	Supply and install 1.6mm galvanised steel wire drawn into conduit and wireways.	m	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 2 : EXISITING INSTALLATION,)				<u>R</u>

Item	Description	Uom	Quantity	Amount Excl. Vat

Municipality		Contractor	
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3	<u>BILL NO.3 :</u>			
	<u>CONDUITS AND WIRING</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>PVC conductors</u>			
	PVC insulated stranded copper earth conductors drawn into wireways:			
	3,1 2,5mm2	m	1,00	R
	3,2 6mm2	m	1,00	R
	3,3 4mm2	m	1,00	R
	<u>PVC insulated stranded copper conductors drawn into wireways:</u>			
	3,4 2,5mm2	m	1,00	R
	3,5 4mm2	m	1,00	R
	3,6 10mm2	m	1,00	R
	3,7 16mm2	m	1,00	R
	3,8 25mm2	m	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 3 : CONDUITS AND WIRING,)				R

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
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Municipality		Contractor	
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	<u>BILL NO. 4 :</u>			
4	<u>POWER INSTALLATION</u>			
	<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 thereof complete.</p>			
	<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, OR SIMILAR CRABTREE</u>			
	<p><u>NOTE : Rates must include for engraving cover plates indicating DB and circuit number labelling</u></p>			
4,1	Supply and install galv. Boxes 16 Amp 3 pin switched socket outlets complete with cover plate on wall surface . 16 Amp 3 pin single switched socket outlet - 4 x 4	No	1,00	R
4,2	Supply and install galv. Boxes 16 Amp 3 pin switched socket outlets complete with cover plate on wall surface 16 Amp 3 pin double switched socket outlet - 4 x 2	No	1,00	R
4,3	Supply and install galv. Boxes 16 Amp 3 pin switched socket outlets complete with cover plate on power skirting 16 Amp 3 pin dedicated switched socket outlet - 4 x 2	No	1,00	R
4,4	Supply and install galv. Boxes 16 Amp 3 pin switched socket outlets complete with cover plate power skirting 16 Amp 3 pin dedicated switched socket outlet - 4 x 2	No	1,00	R
	<u>Switches, complete with engraved metal cover plates</u>			
4,5	Royce Thomson P5 type photo electric cell complete with "Hubbel" type plug set suitable for mounting on and including galvanised pressed steel conduit box and neoprene gasket	No	1,00	R
	<u>DAYLIGHT SWITCH/ PHOTOCELL</u>			
4,6	Supply and install photocell unit suitable for use with discharge luminaires.	No	1,00	R

Municipality		Contractor	
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	<u>SIREN / BELLS</u>			
	<u>Supply, install and connect a siren complete in a vandalproof box:</u>			
	<u>Siren as specified</u>			
4,7	Siren push button mounted in a wall box	No	1,00	R
	<u>LIGHT SWITCHES</u>			
	<u>Supply and install, 4 x 2 galvanised boxes, including the connections of the light switches complete with cover plate and accessories, similar to crabtree</u>			
4,8	16A 1 way 1 lever	No	1,00	R
4,9	16A 1 way 2 lever	No	1,00	R
4,10	16A 1 way 3 lever	No	1,00	R
	<u>5A UNSWITCHED SOCKETS</u>			
4,11	Supply and install 5A sockets in ceiling void for light fittings complete with all accessories	No	1,00	R
	<u>Switches, complete with engraved metal cover plates fixed in flush boxes: similar to crabtree</u>			
4,12	16A One-lever one-way switch	No	1,00	R
4,13	16A Two-lever one-way switch	No	1,00	R
4,14	16A Three-lever one-way switch	No	1,00	R
4,15	16A One-lever two-way switch	No	1,00	R
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4,16	16A One-lever one-way watertight switch	No	1,00	R

Municipality		Contractor	
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4,17	5A Single three-pin unswitched socket outlet for round box	No	1,00	R
4,18	16A Single three-pin switched socket outlet	No	1,00	R
4,19	16A Dedicated single three-pin switched socket outlet	No	1,00	R
4,20	16A Red coloured single three-pin switched socket outlet	No	1,00	R
4,21	16A Double three-pin switched socket outlet	No	1,00	R
4,22	16A Red coloured double three-pin switched socket outlet	No	1,00	R
4,23	16A Single three-pin waterproof switched socket outlet	No	1,00	R
4,24	20A Double pole isolator	No	1,00	R
4,25	20A Double pole weatherproof isolator	No	1,00	R
4,26	20A Triple pole isolator	No	1,00	R
4,27	30A Double pole isolator	No	1,00	R
4,28	40A Triple pole isolator	No	1,00	R
4,29	150A Triple pole isolator	No	1,00	R
4,30	200A Triple pole isolator	No	1,00	R
4,31	York Boxes	No	1,00	R
4,32	200 x 200mm Weatherproof york box	No	1,00	R

Municipality		Contractor	
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	<u>INTERCOM</u>			
4,33	Supply and install 4x4 galvanised boxes complete with covers and screws.	No	1,00	R
	<u>ISOLATORS</u>			
4,34	Supply and install isolator switch complete with box and associated materials and connection 20A double pole stove isolator	No	1,00	R
4,35	20A double pole geyser isolator and airconditioner	No	1,00	R
	<u>LUMINAIRES AND EQUIPMENT</u>			
	<u>Luminaires or equipment complete with lamps, connections, mounted in position</u>			
4,36	T5 – 28 Watts Low brightness Fluorescent Tube	No	1,00	R
4,37	LED 18 watts tubes 4 Foot	No	1,00	R
4,38	LED 18 watts tubes 5 Foot	No	1,00	R
4,39	600x600 Recess Light - Complete with 3 LED 18 watts tubes prismatic diffuser fluorescent fitting	No	1,00	R
4,40	1200x600 Recess Light - Complete with 3 LED 18 watts tubes prismatic diffuser fluorescent fitting	No	1,00	R
4,41	Convert Existing 600x600 fitting from T- 8 to LED for 2 Channel	No	1,00	R
4,42	Convert Existing 1200x600 fitting from T- 8 to LED for 3 Channel	No	1,00	R
4,43	7W downlighter with white trim complete with glass lens, 1,5m cabtyre, 3-pin plug top,	No	1,00	R
4,44	12W downlighter with white trim complete with glass lens, 1,5m cabtyre, 3-pin plug top,	No	1,00	R

Municipality		Contractor	
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4,45	18W downlighter with white trim complete with glass lens, 1,5m cabtyre, 3-pin plug top,	No	1,00	R
4,46	Open Channel 5 Foot Double Tubes LED Fluorescent Fitting	No	1,00	R
4,47	"LIH/BH/IND/LU/POLY/CL-2PL9" round surface mounted bulkhead fitting or similar	No	1,00	R
4,48	150W "LIH150W/OTELLA" wall mounted up/down fitting	No	1,00	R
4,49	"Beka Argos" double ceiling mounted emergency exit sign light complete with exit signage	No	1,00	R
4,50	"Beka Argos" double ceiling mounted emergency exit sign light complete with RTO204 exit signage	No	1,00	R
4,51	LED High Bay 150W Fitting	No	1,00	R
<u>FLOODS LIGHTS (SPORTS FACILITIES LIGHTS)</u>				
4,52	1000W Floodlights Fitting	No	1,00	R
4,53	2000W Floodlights Fitting	No	1,00	R
4,54	1000W Globes	No	1,00	R
4,55	2000W Globes	No	1,00	R
4,56	1000W Compactable Ballast (3 Phase)	No	1,00	R
4,57	2000W Compactable Ballast (3 Phase)	No	1,00	R
4,58	1000W Ignitor	No	1,00	R
4,59	2000W Ignitor	No	1,00	R

Municipality		Contractor	
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4,60	1000W Capacitor	No	1,00	R
4,61	2000W Capacitor	No	1,00	R
4,62	250W LED Floodlight	No	1,00	R
4,63	400W LED Floodlight	No	1,00	R
4,64	250W Globe	No	1,00	R
4,65	400W Globe	No	1,00	R
4,66	250W Ignitor	No	1,00	R
4,67	400W Ignitor	No	1,00	R
<u>SUNDRIES</u>				
4,68	Allow for marking and labelling of all equipment, cables, and for engraving cover plates indicating DB and circuit number labelling	Psum	1,00	R 80 000,00
4,69	Disposing of Fluorescent Fittings (Certificate of disposal must be issued)	Item	1,00	R
<u>HEAT DETECTION/INFRA RED TEST</u>				
<u>Allow for heat detection/Infra red test:</u>				
4,70	An Inspection report supported by photos to be submitted to the Municipal Official	No	1,00	R
<u>EARTHING & BONDING</u>				
4,71	Earthing and bonding of all buildings and testing thereof	Item	1,00	R
<u>TESTING & COMMISSIONING</u>				

Municipality		Contractor	
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4,72	Allow for testing, balancing and commissioning the complete electrical installation	Item	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 4 : POWER INSTALLATION,)				R

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
5	<u>BILL NO. 5 :</u> <u>CIRCUIT BREAKERS</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.			
5,1	15A	m	1,00	R
5,2	20A	No	1,00	R
5,3	25A	No	1,00	R
5,4	30A	No	1,00	R
5,5	40A	m	1,00	R
5,6	60A Double Pole	m	1,00	R
5,7	80A Double Pole	m	1,00	R
5,8	60A Triple Pole	m	1,00	R
5,9	80A Triple Pole	m	1,00	R

Municipality		Contractor	
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5,10	100A Triple Pole	m	1,00	R
	<u>CIRCUIT BREAKER 10/15/25K NON ADJUSTABLE</u>			
5,11	125A Triple Pole	No	1,00	R
5,12	150A Triple Pole	No	1,00	R
5,13	200A Triple Pole	No	1,00	R
5,14	250A Triple Pole	No	1,00	R
	<u>EARTH LEAKAGES</u>			
5,15	63A Earth leakage with overload protection - Double Pole	No	1,00	R
5,16	80A Earth leakage with overload protection - Double Pole	No	1,00	R
5,17	63A Earth leakage with overload protection - Four Pole	No	1,00	R
5,18	80A Earth leakage with overload protection - Four Pole	No	1,00	R
	<u>SURGE ARRESTORS</u>			
5,19	Single Pole	No	1,00	R
5,20	Double Pole	No	1,00	R
5,21	Triple Pole	No	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 5 : CIRCUIT BREAKERS,)				R

Municipality		Contractor	
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Item	Description	Uom	Quantity	Amount Excl. Vat (R)
6	<p><u>BILL NO. 6 :</u></p> <p><u>EARTHING AND BONDING</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 and the installation there-off complete.</p> <p><u>LIGHTNING PROTECTION INSTALLATION</u></p> <p><u>The Contractor shall supply and install all lightning and earthing conductors, rods and bonds to roof including all tests reports and confirming full compliance with SABS 03 1993.</u></p> <p><u>Excavation</u></p> <p>Soft excavation not exceeding 2m deep for earth conductors including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches</p> <p><u>Down conductors</u></p> <p>50mm2 Aluminium conductors surface mounted on walls, including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing,</p> <p><u>Air terminal conductors</u></p> <p>50mm2 Aluminium conductors surface mounted on metal roofing, including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing,</p> <p><u>Terminations of down conductors to air terminals</u></p> <p>Complete termination arrangement of the 50mm2 aluminium conductor to the metal</p>			
6,1		m ³	1,00	R
6,2		m	1,00	R
6,3		m	1,00	R
6,4		No	1,00	R

Municipality		Contractor	
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	sheeting including all necessary lugs, ferrules, making off of ends, clamps,			
	<u>Earthing conductors</u>			
	<u>Earthing of all buildings to comply with the latest SANS 10142-2005 Code of Practice for The Wiring of premises as amended.</u>			
6,5	Bonding of all hot, cold and waste pipes complete with 12,5mm x 1mm thick solid or perforated copper tape including fixings, brass screws, nut, washers, .	No	1,00	R
6,6	70mm ² Green PVC insulated copper conductor laid in trenches (trenches elsewhere) including jointing,	No	1,00	R
	<u>Terminations of earthing conductors to down conductors</u>			
6,7	Complete termination arrangement of the 70mm ² PVC insulated earth conductor to the 50mm ² aluminium down conductor including all necessary lugs, ferrules, making off of ends, clamps,	No	1,00	R
	<u>Earth electrodes</u>			
6,8	3,6m Long "Copperweld" copper clad steel electrodes driven into the ground with top end of electrode 500mm below finished ground level	No	1,00	R
	<u>Terminations of earthing conductors to earth electrodes</u>			
6,9	Complete termination arrangement of the 70mm ² PVC insulated copper conductor to the installed earth electrodes including all necessary lugs, ferrules, making off of ends, clamps,	No	1,00	R
	<u>POWER SKIRTINGS</u>			
	Supply and install power skirting including covers, internal and external bends and all necessary accessories to			

Municipality		Contractor	
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	form an installation to the satisfaction of the Department 3 Compartment - 2 cover type power skirting			
6,10	150 x 50mm "Legrand" PVC two compartment power skirtings, fixed to walls	m	1,00	R
	<u>POWERSKIRTING (STEEL)</u>			
	Complete with covers with end cap			
6,11	2 Compartment	No	1,00	R
6,12	3 Compartment	No	1,00	R
6,13	45 degree bends - 2 Compartments	No	1,00	R
6,14	45 degree bends - 3 Compartments	No	1,00	R
6,15	90 degree bends - 2 Compartments	No	1,00	R
6,16	90 degree bends - 3 Compartments	No	1,00	R
	<u>Extra over for:</u>			
6,17	Body joint	No	1,00	R
6,18	Cover joint	No	1,00	R
6,19	Internal/external corner piece	No	1,00	R
6,20	End cap	No	1,00	R
6,21	16A Single three-pin flush mounted switched socket outlet complete with cover plate, fixed to skirting	No	1,00	R

Municipality		Contractor	
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6,22	16A Dedicated single three-pin flush mounted switched socket outlet complete with cover plate, fixed to skirting	No	1,00	R
6,23	16A Red coloured single three-pin flush mounted switched socket outlet complete with cover plate, fixed to skirting	No	1,00	R
6,24	RJ11 connector with cradle/cover and mod blank	No	1,00	R
<u>GENERAL EARTH BONDING</u>				
6,25	Bonding of metal drainage down pipes and all other metal items	Item	1,00	R
<u>TESTING,</u>				
6,26	Allow for the visiting of the site and the carrying out of the required resistivity tests and the issuing of the test results and report	Item	1,00	R
6,27	Allow for the testing of joint continuity	Item	1,00	R
6,28	Allow for the testing of earthing points/Lightning points	Item	1,00	R
6,29	Allow for the required maintenance of the system for the full maintenance period including a final test reading before the end of the period	Item	1,00	R
TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 6 - EARTHING AND BONDING)				R

Municipality		Contractor	
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FINAL SUMMARY:-

MOGALE CITY LOCAL MUNICIPALITY		
PANEL OF CONTRACTORS FOR MINOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS		
<u>BILL NO:</u>		<u>RANDS</u>
1A	SECTION 1A: PROVISIONAL SUMS	R 2 900 000,00
1B	SECTION 1B: LABOUR RATE; CoC	R
2	CABLES (PROVISIONAL)	R
3	CONDUITS AND WIRING	R
4	POWER INSTALLATION	R
5	CIRCUIT BREAKERS	R
6	EARTHING AND BONDING	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., **ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN 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 Contractor/s for the execution of the identified work within time, cost, and performance and quality standards for Mogale City's building portfolio as listed in Part C4 – Site information.

C3.1.4 Overview of the Works

Mogale City Local Municipality (MCLM) primary objectives is to maintain the municipal building infrastructure. This contract will cover the electrical maintenance, repairs and installation of the buildings and facilities portfolio.

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

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

MCLM has a wide and diverse range of properties in its portfolio. This ranges from residential units to office accommodation, sport and recreation facilities to the civic centre. The applicable maintenance items are as far as possible captured in the Schedule of Quantities and the related specifications. This tender is, however, not limited to the listed items and the price and specifications for items not listed will be negotiated with the contractor but as far as possible be paid by the tendered rates for materials and consumables.

Electrical maintenance and repairs in the various MCLM buildings needs to be done in a structured manner. The work needs to be carried out by suitably qualified and experienced artisans. Tasks will be requested and managed in a well-defined manner with strict monitoring systems and principals.

C3.1.5 DILIGENCE

Termination

If it is found that;

- a) The contractor does not install the correct material and work according to **SANS 10142** and the specification and/or the instructions of the supplier of the equipment, material and/or system.;

Municipality		Contractor	
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- 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) Allow unqualified persons carry out the electrical works.
- d) If the contractors response time and work completion period are not within the specified quoted time frame;
- e) The contractor does not comply with the terms and conditions of the agreement
- f) The Contractor will be given **7 (seven) calendar days** written notice to rectify the situation;
- g) 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**.

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 scope constitutes Minor Repairs, Maintenance and Installations Works. The Minor 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 this contract. Minor Work is defined in terms of CIDB: Standard for Uniformity in Engineering and Construction Works Contracts of 2019, as simpler/straightforward/routine work – where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known, and outputs can be readily defined.

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 minor repair and maintenance works to buildings in each area. The following activities are included:

- a) Various types of light fitting lamps
 - b) Light Control Gear & light Transformers
 - c) Faulty socket outlets
 - d) Faulty circuit breakers
 - e) Earth leakages
 - f) Light fittings
 - g) Incorrect size and burnt wire
 - h) Floodlighting and Outbuilding Lights
 - i) Faulty cables
 - j) Removal and rectification of illegal bridging of wires
 - k) Rectification of illegal neutral connections
- o General fault finding and repairs
 - o Infra-red scanning and the maintenance of electrical distribution boards
 - o Electrical certificate of compliance inspections and repairs
 - o Retrofit and new electrical installations
 - o Issuing of electrical COC's

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:

In general, specialist installations envisaged will be of the following, but not limited to;

- Industrial scaffolding, plant and equipment .;
- Installation of Specialised Floodlights;
- All other related and relevant work

Municipality		Contractor	
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Panel of contractors for the repairs and maintenance of electrical on an as and when required basis for the period of three (3) years, which will consequently mean that these contractors will, depending on the number appointed, indiscriminately be dispatched to all areas without being specifically dedicated a specific area. Prospective contractors will have to keep this in mind when preparing their bid because the scale of operations will be affected by the number of contractors appointed as well as areas where work is to be executed.

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.

C3.2.5 Features requiring special attention

C3.2.5.1 Repairs

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

(a) Breakdown Repairs

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

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

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..

C3.2.6 Site to be kept clean

a) Urgent work

The Contractor shall commence with urgent or emergence work within two (1) hours of telephonically Notification. Completion of the work shall be within 24 (twenty-four) hours of a telephonically or written instruction, whichever is the first.

b) Planned maintenance

Municipality		Contractor	
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Commencement with normal maintenance work shall be within 24 (twenty-four) hours of receiving of written instruction by the contractor

If the Contractor fails to respond within the above time limits, Mogale shall have the right to appoint any other contractor to do the work without further notice to the Contractor. The additional cost, if any, of such work, executed by another contractor will be to the Contractor's account.

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.

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.

Municipality		Contractor	
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C3.2.9 Protection of furniture and equipment

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

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

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 Contract Manager. 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
SANS 10142	:	General
SANS 1765	:	Distribution and meter boards
SANS 10198	:	LV cables and conductors
SANS 10114	:	Lighting system

Municipality		Contractor	
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SANS 10313 : Earthing and lightning protection system
 SANS 1765 : Small Power Installation / Power Outlets
 OHS, latest amendment.

Any special requirements of the local authorities of the area or district concerned and will take preference where contradictory to the requirements specified herein.

Manufacturer's specifications and installation instructions.

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 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. Council 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

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

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

The estimate will be evaluated by the Council 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. As far as practically possible, the bulk of the work shall be priced and claimed from the itemised Schedule of Quantities on prices tendered. This will apply for material supplied and installation and labour cost as priced and invoiced accordingly.

b) Operational Costs

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

Operational cost shall comprise of the following:

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

c) Cost of Consumables

Cost of Consumables used shall **only apply to special items** not covered under the Itemised cost and with prior approval of the Project Manager 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 exact places the material and/or items were used, i.e. Building and room numbers.

Municipality		Contractor	
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C3.2.18 Signing-off of WO's

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

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.

Municipality		Contractor	
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- f. All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.
- g. The MCLM delegated official shall inspect and confirm that all material ordered and delivered complies with applicable industry standards before contractor commencement to work
- h. Successful bidders whose pricing is above market related rates shall be appointed and remunerated on basis of market related rate.
- i. Successful bidders whose pricing is below the market related rate shall be appointed and remunerated on basis of their pricing.
- j. In line with supra (h and i) above, bidders whose rates are both in the higher and low spectrum of the market related rates shall be remunerated on market related rates and their rates where they come lower.
- k. It must be noted that in line with supra (h,i and j) MCLM shall not remunerate any successful bidder above market related rates.
- 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 this contract.

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 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.

C3.2.23 Plant

General

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Contract Manager, 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.

Municipality		Contractor	
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When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the MCLM 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."

C3.2.24 Nature of Risk Bearing Environment

The Contractor must take note that he/she can expect to work under various risk-bearing conditions inter alia:

- Wet areas
- High-risk areas, i.e. transformer rooms, fuel depots.
- Multi story buildings
- Dark areas
- Service ducts and/or ceiling voids
- Installation at high heights
- Unstable excavations
- Road reserves, road surfaces and or pavements/walkways.

C3.2.25 Site Facilities Available

C3.2.25.1 Provision of Electricity

The Contractor may use the existing power supply free of charge. He/she shall however, obtain permission from the Representative in charge of the building before connection to the existing supply is made, which shall be executed, removed and made good on completion of the works on the Contractor's own account.

If no electricity is available, the contractor shall provide his own generator at his own cost.

C3.2.25.2 Provision of water

The Contractor may use the existing water supply free of charge. He/she shall however, obtain permission from the Representative in charge of the building before connection to the existing supply is made, which shall be executed, removed and made good on completion of the works on the Contractor's own account.

If no water is available, the contractor shall provide his/her own generator at his/her own cost.

C3.2.25.3 Existing Services

The Contractor shall carry out all his/her operations as not to encroach on, interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works. Quotations shall be provided for the location of existing service.

The Contractor and/or his/her workers/personnel shall comply with any regulations and/or instructions concerning the safety of persons and property, issued by Mogale City from time to time.

Work at places where roads are crossed shall be carried out in accordance with the requirements of the Municipality.

Municipality		Contractor	
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C3.2.25.4 Unsafe Installations

If at any time during the execution of work the Contractor detected a fault or defect in the electrical installation that in the opinion of the Contractor constitutes possible danger to persons, he/she shall immediately inform the M: BM by telephone and confirm it in detail in writing later, together with a detailed estimated cost implication.

Municipality		Contractor	
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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.

Municipality		Contractor	
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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 2EB OR HIGHER FOR ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

ELECTRICAL MAINTENANCE, REPAIRS AND INSTALLATION IN BUILDINGS AND FACILITIES

SCOPE

The scope of this specification covers the general standards and requirements for electrical maintenance, repairs and installation work. This specification must be read in conjunction with the Project Specifications, Drawings and the Schedule of Quantities.

CABLE INSTALLATION

C3.4.1 MV-cable installation

a) Standards

The cables shall be manufactured according to SANS97, and SANS1339 Table A and shall bear the SANS mark.

b) Construction

The cable conductors shall be single or three cores; of high conductivity annealed stranded Copper or Aluminium that may be shaped or circular, but the cross-section area of each conductor shall not be less than specified in the project specification.

Cables shall be of the following type:

- i) Cable shall be individually screened, have a lead sheath (E-Alloy) and single galvanized steel wire armouring completed with PVC outer cover (PILC), all in accordance with SANS97 or where approved, unarmoured PLP (4mm) outer sheath, able to carry 13.1kA. The lead sheath shall be factory lead "capped" and inspected before delivery to site.
- ii) Cables shall be individually screened, XLPE insulated, PVC bedded and single galvanized steel wire armoured and PVC sheathed for 6.35/11kV systems.

c) Marking

The cables shall be marked on the PVC sheath cover permanently additional to SANS with size and length indication in 2m intervals example 2m, 4m, and 6m to 300m to determine cable left on a drum. Numbering to start at the cable end at the drum centre, cable drums shall be marked clearly in accordance with SANS97.

d) Cable drums

The cable standard lengths shall be 300m per drum unless other length is specified in project specification. Wooden cable drums shall be constructed strong and safe for loading and transporting

Municipality		Contractor	
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cables, the total mass of the filled cable drums shall be specified in the tender. The total measurement shall be as follows:

Diameter - 2,3m

Width - 1,3m

The drum shall take a shaft of 100mm diameter.

e) Standard cable size

The following cable sizes are standard requirements of the Client.

- 70mm² x 3 core Cu (300mlengths)
- 95mm² x 3 core Cu (300m lengths)
- 150mm² x 3 core Cu (300m lengths)
- 185mm² x 3 core AL (300m lengths)

Or as specified in the schedule of quantities.

f) Jointing and Termination of Medium-voltage Cables

i) Jointer's approval

The contractor shall provide the engineer with documentary proof that he has qualified, experienced and competent cable jointers in his employ to execute the work to the satisfaction of the engineer.

The contractor's jointer(s) shall thereafter demonstrate to the engineer that he/they are completely conversant with the standard jointing methods by doing a test joint for each type of cable to be installed on the contract.

The test joint may at the discretion of the engineer be a joint that is to be made in the execution of the contract. The jointer(s) shall be permitted to proceed with the jointing should the engineer be satisfied with the test joint and the test joint withstands a medium-voltage test. Notwithstanding the aforementioned, the engineer may at his discretion require that any one of the joints completed be opened and inspect to determine whether the joints comply with the requirements before the contractor shall be allowed to proceed with the jointing.

The requirements in these clauses shall also apply to all new cable jointers employed during the duration of the contract to do cable jointing on the contract.

The MCLM officialand/or Engineer shall be informed in advance of when jointing is to take place to enable him to inspect or witness the joint.

ii) Jointer equipment and conditions

The jointer shall, before he commences with the jointing, ensure that:

- he has sufficient and suitable material to properly and efficiently complete the joint, including cable bridge pieces;
- the joint chamber is the correct size, dry and clean;
- all stones, lose ground, sticks, leaves . is removed from the joint chamber;

Municipality		Contractor	
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- the walls and sides of the joint chamber is firm and free of loose ground, stones, gravel . which could fall into the chamber;
- the necessary barriers are made to keep water out of the joint chamber
- the necessary cover is provided over the joint chamber to keep unexpected rain out of the chamber and that enough light and ventilation is provided under the cover
- he has the necessary material to seal off the joint or termination when he has to discontinue jointing or terminating the cable due to unexpected storms or flooding of the chamber which makes it impossible to continue jointing or terminating the cable, irrespective of how far the work has progressed
- he has the necessary ground sheets to line the floor of the joint chamber
- the cable and other materials are dry, undamaged and in all respects suitable for jointing or terminating
- his equipment and tools are the correct tools for different type of joints and at all times dry, clean and absolutely free of ground or moist
- he has all test equipment such as oil, gas . to test the cable for moist before jointing commences
- the MCLM officialand/or engineer reserves the right to stop the jointer from doing any joint or termination due to the neglect of above items

No jointing or terminating shall commence in rainy weather without the prior approval of the engineer. When the jointer commences with a joint he shall complete the joint before he leaves the site.

The standard phase arrangement shall be observed when connecting cables in the end boxes. The contractor shall ensure that the prescribed phase arrangement is at all times maintained on the connection terminals of the end boxes. Phasing between mini substations shall be the contractors own responsibility.

The contractor is responsible to ensure that the requirements and quality are carried out by his jointer.

iii) Moisture test (crackle test)

This test shall be carried out before any joint or termination is made.

- Apparatus and test medium
A clean metal container of adequate capacity and filled with cable impregnating compound or paraffin wax or G38 Insulation oil (the test medium).
- Test specimen
A 300 mm length cut from the finished cable and having any external coverings, armouring, and metal sheath removed, but with the dielectric left intact and untouched by hand.
- Procedure
Bring the test medium to a temperature of $130 \pm 50^{\circ}\text{C}$ and maintain it at this temperature throughout the test. A thermometer shall be in the test medium all the time to ensure the correct temperature is maintained. Unwind the paper tapes one at a time, holding them at a point close to the cut end of the cable so as not to contaminate the tapes with moisture from the hands, and dip

Municipality		Contractor	
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each tape in turn in the hot test medium. Frothing on the surface of the test medium indicates the presence of moisture in the impregnated dielectric and the extent of the frothing is indicative of the quantity of moisture present.

The MCLM official and/or engineer to be contacted if moist is detected. The cut back method shall only be used on approval of the Engineer and Employer. New cable shall not be cut back without the cable supplier has been notified in writing of the moist problem and possible claim against the supplier. A 1,5m cut piece of cable shall be sealed and send to the factory for analysing.

The cut back method shall be in 10m lengths, retested till dry paper is found only three cut- backs will be allowed, if moist is still found the complete section of cable will be replaced with new cable, at the guilt parties cost, due to factory or installation error.

g) Earth continuity conductors

Earth continuity conductors shall comprise of stranded copper conductors of cross-section where specified in project specification.

A single earth conductor may be used where two or more cables run together, providing the earth conductor cross-sectional area is based on the largest size cable in the run.

h) Cable route markers

Cable route markers shall be constructed of reinforced concrete and shall be of dimensions as indicated on standard drawing included in this document, where specified in the project specification.

i) Cable warning tape

The plastic cable warning tape shall consist of a strip of poly-ethylene of thickness 0, 04 mm and of normal width 230 mm, completely impregnated with a pigment such that the color of the tape is yellow according to No B49 of SANS 1091, and having printed at intervals not exceeding 1 metre along its length a black triangle and an electric flash symbol and the words "Danger, Gevaar, Ingozi".

The plastic warning tape shall be installed on cable routes (MV) at 300 mm above the top cover layer where specified in the project specification. Where a cable route exceeds 600 mm in width, multiple tapes shall be installed in such a way that the space between adjacent warning tapes does not exceed 185 mm.

C3.4.2 Information and Technical Data

The following information shall be provided to the MCLM official and/or engineer before delivery will be approved.

- a) Conductor resistance
- b) All test certificates in accordance with SANS97

Municipality		Contractor	
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The contractor shall keep record of the drum numbers as installed and the position of installation, if later queries may arise to identify each specific drum delivered.

The tender price shall include the supply, delivery, installation, testing and commissioning of all the cables indicated on the cable schedules and drawings, including the making off and connections at both ends.

The contractor shall supply and install all PVC/SWA/PVC Copper or Aluminum LV-cable, as required and or specified. All cables must be new, unused and delivered to site undamaged.

C3.4.3 LV Cable Installation

a) Standards

All cables shall have copper or aluminium conductors shall be of the PVC/SWA/PVC type, 600/1000V grade, and shall comply with SANS 1411.

b) Excavations

The contractor shall take all precautions to prevent cable and earthing trenches from being hazardous to personnel and public and shall have the responsibility of safeguarding all structures, roads, water and sewerage works, or other property from the risk of subsidence or damage.

Where variations to the contract may be called for, the total trench volume will be calculated using these dimensions and applying the tendered unit rate to establish the variation cost.

i) MV Cable trenches

The trench shall be excavated to a depth below final ground level of 1100mm and 600mm wide for all

MV
cables.

The contractor shall excavate by hand where he cannot excavate by means of machines due to limited access and in the proximity of other services. If the contract is a labour base contract, the contractor shall do most of the excavations by hand to provide work for the community.

The bottom of the trench shall be level and shall follow the contours of the final ground level. Where the excavation is in excess of the required depth, the excavation shall be backfilled and compacted with suitable material to the required depth.

The contractor shall trim the trenches and clean up the bottom of the trenches after he has completed the required excavation.

Bedding and cables shall not be laid until the engineer has approved the trench. Where bedding has already been laid, the engineer may instruct the contractor to

Municipality		Contractor	
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demonstrate that the minimum thickness of bedding has been provided for before authorizing cable lying to proceed.

The contractor shall remove all sharp projections that could damage the cable where the trench is excavated through rocky formations, and shall remove all loose rocks, material, from the bottom of the trench.

Excavation of joining chambers

Joining pits shall be excavated to a depth of 1.2 m and shall be rectangular in shape and large enough for the cable jointers to work comfortably and in an efficient manner. Where more than one joint is to be made in the same position the joint pit shall be larger and long enough to allow staggered joints to be made. The minimum size of a joint pit shall be as follows:

- One joint : 3 m long x 2 m wide x 1.2 m deep
- Two joints : 6 m long x 2 m wide x 1.2 m deep

ii) LV Cable trenches

Cable trenches shall not be less than 700mm deep to ensure that with a 100mm thick bedding layer, the minimum cable depth of 600mm will be achieved. The contractor may deviate either way, from the nominal 450mm width, to suit his excavating and compaction machinery, however, trenches narrower than 430mm will not be acceptable.

Trenches dug by means of "ditch witches" where the trench width is less than 430mm will also not be acceptable.

c) **Soil classification**

In terms of the Schedules of quantities, soil classification for cabling and earthing excavations shall be as follows:

Hard rock: shall mean granite, quartzite sandstone, slate and rock of a similar or greater hardness, solid shale, loosened **only by blasting** and/or boulders over 0,30m³ in volume.

Soft rock: shall mean rock that can be loosened **by pneumatic equipment**, jackhammers, compact "oukclip" and/or boulders from 75mm in diameter up to 0,30m³ in volume.

Pickable: shall mean ground or soil that can be removed by pick, hand shovel and/or machine, includes loose gravel, clay, made-up ground, loose or soft shale, loose 'oukclip' and/or boulders less than 75mm in diameter.

If the contractor shall visit the all site to determine the soil conditions on site, the specified quantities of hard rock, soft rock and soil are only estimated quantities, if in the actual site soil conditions are different to the schedule of quantities, the contractor shall not adjust his individual rates.

Municipality		Contractor	
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The individual rate shall apply for the specified soil conditions and be remeasured to arrive at a total cost which will cover the final cost of excavations in the actual site soil conditions.

d) Bedding for cables

Prior to the laying of electrical cables, the bottom of the trench shall be level and clear, and the bottom and sides free from rocks, stones or debris.

The bottom of electrical cable trenches shall be filled to a depth of between 75 and 100mm with sandy clay or clean soil. On site material may be used as bedding, however, it shall be graded or shall be sieved through a 30 mm mesh to ensure that the bedding is fine enough.

The electrical cables shall be laid on top of the layer of bedding. Once the cable has been laid, inspected and approved, a second 75mm thick layer of bedding shall be laid on top of the cable. The balance of the backfilling of the electrical trench shall be done in the manner prescribed under "backfilling of trenches".

e) Backfilling of trenches

All trenches excavated into unpaved, grassed or garden areas shall be backfilled in 200mm layers of soil as follows:

The bedding below and 200mm above the electrical cable shall be prepared by sieving the onsite excavated material through a 30mm mesh. If the excavated material does not contain stone or rock larger than 25mm, the material may be used as bedding layer without being sieved.

The successive layers of 200mm of backfill each may consist of a soil/rock mix, containing stones and rocks up to 20mm in diameter.

Each layer of backfill shall be individually compacted by means of a mechanical plate compactor or whacker. The trenches shall be made wide enough to ensure that the compactor or whacker may be placed inside the trench when compaction is done.

Under no circumstances will compaction to a lesser degree than the surrounding undisturbed soil be acceptable.

f) Re-instatement of roads or paved areas

The re-instatement of trenches excavated for road crossings, paved areas, parking areas, tarred areas, completed by a specialist to the original standard.

Sleeve trenches do not require special bedding; however, the trench base must be clear and level and free from rocks and stones.

Municipality		Contractor	
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Soilcrete where specified shall consist of a 5:1 river sand/crusher sand/Portland cement mix or anything similar using just enough water to obtain a damp mix which will allow compaction by means of a whacker or plate compactor.

Any roads, paved areas, concrete aprons that are cut to allow the installation of sleeves or cables, shall be professionally re-instated to an original and "as new" condition. The re-instatement shall be level, smooth, and straight. Inferior and substandard re-instatement will be rejected and shall be re-done to the satisfaction of the Council at the contractor's expense.

The contractor shall replace broken paving bricks, interlocking tiles or blocks.

Any road markings affected by the installation of the cable routes shall also be re-instated. Industrial grade road marking paint shall be used for marking the road markings.

g) MV- cable laying requirements

The method to be used for laying cables shall be approved by the engineer prior to the commencing of the laying of the cables.

Cable rollers shall be used when cables are drawn into trenches. The cable rollers shall be placed so that the cable does not touch the bottom or the sides of the trench. The rollers shall be of an approved construction without any sharp metal parts which could damage the cables.

If the contractor intends using a winch to draw the cable into the trench, an approved cable stocking shall be used or the draw wires shall be soldered to the cable so that the tension is exerted on all the cores, lead sheath and/or steel wire armouring at the same time. No vehicle/tractor or truck may be used to draw the cable into the trench.

The maximum tension on a cable during laying operations shall not exceed the value specified by the manufacturer, these tension scales and tables shall be approved by the engineer prior to the installation of the cable. Should the engineer not be satisfied with the manner or method employed to lay the cable he shall have the authority to instruct the contractor to lay the cable by hand or in accordance with approved standards.

The medium-voltage cables shall be laid in such a manner that the beginning of a drum shall be laid from the end of the previous drum to ensure that the lay of the cores remain the same. Medium-voltage cables shall overlap by at least 1 m, but not more than 1, 5 m at each joint. In cases where the MV cable should be jointed, provision must be made for slack in the joining chamber (snake).

Sufficient lengths of cable shall be left at the beginning and end of the cable routes to allow for the termination of the cables. Where necessary the engineer shall decide on what length of cable is to be left. The contractor shall take the necessary precautions to protect the cable ends until they are terminated. The cable ends shall be sealed by means of lead and heat shrink sealing caps to ensure that the cable is waterproof. Where the end seal is damaged with the installations, the contractor shall redo the sealing of the lead end cap the same day.

Municipality		Contractor	
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Where cables are drawn through sleeves, care shall be taken that they are not kinked or excessively bent. No bend in a cable shall have a radius less than the minimum bending radius specified by the cable manufacturer.

The contractor shall keep accurate records of each length of cable laid. The following information shall be recorded:

- Cable drum number
- Size of cable
- Laid from where to where (stand numbers)
- Length of cable
- Date laid

The contractor shall be liable for the repair of the cable due to the faulty manufacture of the cable, should this information not be recorded directly after the cable has been laid. Every cable shall be marked by means of a lead label on which the size of cable and its source or destination number is punched. This applies to cables that are not alive and radial ends. All off cuts shall be sealed.

Where a cable crosses over other services, the cable shall not be installed at a depth less than 800 mm below ground level and if this is not possible the cable shall be installed underneath the other services, it shall be protected in the prescribed manner by means of concrete slabs. The depth of the cable crossing shall be maintained for one metre on either side of the crossing. No services shall be cut to install cable.

If it is not possible to cross over or underneath a service in the prescribed manner, the matter shall be referred to the engineer for a decision.

The following minimum clearances shall be maintained between electrical cables and other services: (side to side)

	Vertical	Horizontal
GPO Cables	0.5 m	0.5 m
Water pipes	0.3 m	0.3 m
Sewer pipes	0.3 m	0.8 m
Storm water pipes	0.3 m	0.6 m
Other electrical cables	0.15 m	0.15 m

Where LV-cable is laid along the same route as the MV-cable, the LV-cable shall be installed at the same depth as the MV-cable, 150mm apart from each other.

h) LV- cable laying requirements

All cables shall be handled with care in accordance with good practice. Bending of cables to a radius smaller than the minimum laid down in the relevant SABS specification will not be accepted. Proper cable laying equipment such as cable rollers must be employed.

Trenches shall be wide enough to accommodate all cables of like voltage in one horizontal plane, separated by at least 75mm between two adjoining cables.

After the cable laying operation, trenches are not to be backfilled until the Council has given clearance to do so.

Municipality		Contractor	
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Copper earth continuity conductors shall be installed with all low voltage cabling and shall be strapped to the relevant cable at $\pm 2\text{m}$ intervals.

i) Cable Ladder installation

The cable ladder for the low voltage cables shall be used to install LV-cable as specified.

Different size and types of cable ladder, trays or wire channel could be specified, it shall be installed according to the manufacture's specification, complete with the relevant wall brackets, hangers, bends, corners, and pre-manufactured accessories.

Cables would be fastened with 4mm cable ties to their respective earth wire and every 1.5m to the ladder or tray if installed horizontally.

Cables mounted on ladders installed vertically or surface mounted on the wall shall be k-clamped every 600mm with the correct size of k-clamp.

Single core cables shall be installed on the ladder in a delta configuration, with cable ties and their respective earth wires.

j) Sleeves and manholes

Sleeves and manholes shall be installed in position as indicated on drawing.

Sleeves shall be of the Polyethylene or "Nextube" type with a 6mm wall thickness and a 110mm Ø.

Manholes shall be 600mm deep and be built on site with bricks on a 100mm concrete slab to the dimensions specified complete with 110mm dia. entry sleeves and/or Telkom specifications, the lid shall be cast iron type or concrete, Council to approve lid before it may be ordered

k) Termination of LV-Cables

All cables shall be made off using a suitable gland for the type and size of cable as specified. Glands or end boxes shall be securely bolted to gland plates.

All cables shall be provided with a suitable and approved permanent identification "Trifoliate" number label in accordance with the schematic drawings, cable tied to the cable below each gland.

All termination shall be done with lugs, glands and shrouds as specified. Shrouds shall cover the gland completely.

Municipality		Contractor	
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Cables in which the phase conductors are colour coded by means of coloured stripe along the installation will not be accepted. The entire conductor PVC insulated shall be fully colour code in red, white, blue or black.

All cables shall be phased out to ensure correct phase rotation and phase colours.

I) Earth Wires

The Electrical Contractor shall supply and install bare copper earth wires with each cable laid, in accordance with Table 3 of the Code of Practice, except where the use of ECC cable has been specified or approved by the Council or where a separate comprehensive earthing system is specified.

All the armouring wires shall be connected to the earth bar by means of a 35mm² BCEW tail. The armouring and the BCEW tail shall be jointed such that the BCEW is in the middle of the armouring wires, clamped with a "Crosby" clamp.

The "earth" core of the LV-cable or the earth wire is to be secured to the appropriate earthing terminal or earth bar of the equipment, by means of a correct size lug or crimped connection.

C3.4.4 Cable ladders and trays

The tendered rate shall be for the different type and size of cable ladders and/or trays specified, the tender rates shall made full compensation for all installation material needed to complete the installation, i.e. bolts, nuts, washers and nailing anchors.

a) Material

All cable ladders and trays shall be hot dipped galvanised steel, medium or heavy-duty type as specified and shall be equal or similar to O-Line or Cabstrut manufactures.

All cable trays and trays shall be perforated manufactured with punched hot dipped galvanised plate, light and medium duty type as specified and shall be equal or similar to O-Line or Cabstrut manufactures.

Care shall be taken to ensure that the cable ladders are installed at the specified height above fixed floor level throughout the installation.

The Electrical Contractor shall take cognisance of the fact that other services are installed along the same route as the cable ladders or cable trays. The Electrical Contractor shall, before he commences with any installation work mark out the proposed cable ladder or tray route and confirm it with the Council and Main Contractor.

Cable ladders or trays shall be installed to the top or bottom of the relevant distribution board and on the roof slab or above ceiling void where it shall be firmly bolted, as specified.

b) Installation to walls

Cable ladders and trays shall be installed on the wall in positions as indicated on the drawing to accommodate all cables as specified.

Municipality		Contractor	
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The Tenderers shall take cognisance of the changes in levels in the cable ladder route. All bends, corners, reducers and crossings in the cable ladder installation shall be purpose made by the manufacture. All bends and corners shall be of the slow curve type not straining the cable bending specification.

Cable ladders installed on walls shall be fixed to the size relevant cantilever support arms (i.e. 150mm long OL-223/89-150), bolted to the walls with cadmium plated Rawl bolts, nuts and washers.

c) Installation from slab

Cable ladders installed suspended from the roof slab shall be on a P2000 unistrut support bracket, cut the correct length for each ladder or tray, fixed to slab with galvanized threaded rods and slab raw bolts.

C3.4.5 Low Voltage Distribution Boards

Distribution Boards shall be installed in the positions indicated on the drawings and/or at existing positions for replacements and shall comply with SANS 1765.

Electrical Contractors are advised to order their purposed made distribution boards from a reputable manufacturer, as inferior boards will definitely not be accepted.

It shall further be noted that late approval of drawings and distribution boards due to non-compliance with the specification will not relieve the Electrical Contractor from his obligations to complete the installation according to programme. No claims for delays or extension of time in this regard, will be entertained.

a) Detail Drawings

The following procedure for the approval of distribution boards and drawings is to be strictly followed:

- i) Electrical Contractor shall appoint the board manufacturer.
- ii) Board manufacturer submits detailed work drawings for approval to Electrical contractor.
- iii) Electrical contractor checks drawings for compliance with all requirements of the specification and submits 3 copies, signed off as checked, to the Council for approval.
- iv) Council returns 2 copies as approved or for resubmission, to the Electrical Contractor.
- v) Manufacture of equipment shall only commence after approval of the drawings by the Council.

b) Manufacturing detail

All Distribution Boards or Panels shall be designed with a 40% spare space capacity for future installations. All flush and surface mounted DB-boards shall be equipped with doors; the door hinges shall be of the Procast or Perano manufacture type.

Municipality		Contractor	
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All equipment and busbars shall be flush mounted within a purpose made sheet metal frame enclosed by a machine punched removable front cover, fascia panel through which the operation handles of the equipment protrude. Care shall be exercised that the rear stud and terminations of the circuit breakers are properly insulated from the steel chassis and fascia cover.

Floor standing distribution panel boards shall have front face panels and shall be secured by means of the Perano or Procast type knurled edge catches. Catches with slots or square key facilities will not be acceptable. Each removable phase plate of the panel shall also be fitted with 2 approved D type handles top and bottom, to assist removal and replacement.

No onsite cutting or modifications shall be done on pre-manufactured DB-Boards or face plates. The Distribution Boards shall be painted as follows unless otherwise specified:

- i) Framework - Electric Orange B26
- ii) Doors and panels - Electric Orange B26
- iii) Interiors - Electric Orange B26
- iv) Face Plates - Electric Orange B26
- v) Normal power section - Electric Orange B26
- vi) UPS power section - Dark Violet F06
- vii) Standby Power section - Signal red

c) **Equipment**

All equipment installed shall carry the SANS mark.

The equipment shall be rated for the system voltage, frequency, number of phases, load current and fault current as indicated on the drawings or as specified in the Project Specification.

The fault levels specified shall be deemed to be the maximum currents occurring at the distribution boards under symmetrical short circuit conditions. The duration of the maximum short circuit currents shall be deemed to be 1 second.

d) **Moulded Case Circuit Breakers (MCCB's)**

Single or multi-pole MCCB's shall comply with SANS 156 or IEC 947 where applicable.

Miniature circuit breaker shall be installed on clip-in trays mounted on the frame or on mounting plate of 3mm mild steel with bolts and nuts.

The Council's approval shall be obtained where circuit breakers have been specified which do not comply herewith.

Municipality		Contractor	
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The MCCB's shall be suitable for use in power distribution systems, for panel mounting and for ratings less than 600V, 50Hz.

Adjustable thermal overload and adjustable short circuit trip units shall be provided for MCCB's, for distribution networks, with ratings in excess of 500A. Extension type operating handles shall be provided for MCCB's with ratings of 600A or more.

The fault current interrupting rating capacity of MCCB's shall not be less than 5kA. MCCB's which have a lower breaking capacity than what the board is designed for, shall be feed with current limiting fuse switch to banks of these MCCB's.

MCCB's shall be provided with special facilities such as shunt, remote or under voltage tripping, delayed contacts, AC or DC coil voltages and spare auxiliary contacts as specified in the Project Specification.

A separate locking device shall be provided to lock the MCCB in the "off" position when specified.

MCCB's for motor starter circuits shall be of the current limiting type with an adjustable magnetic short circuit trip unit. When the magnetic short circuit trip is not adjustable, a slow curve type MCB shall be provided.

MCCB's for motor starter applications shall be equipped with high-set instantaneous over current releases only and shall have facility to be padlock in the "off" position.

e) Load Break solators

Single or multi-pole Isolators shall comply with SANS 152 and IEC 947 where applicable.

The Council's approval shall be obtained where circuit breakers have been specified which do not comply herewith. Isolators shall be of the "load-break-fault-make" type. All isolators shall have a "green" coloured toggle

Extension type operating handles shall be provided for Isolators where required. The handles shall form part of the door and shall be door interlocked. Handles shall be provided with padlocking facilities. To distinguish the switches from circuit breakers the operating handles shall have a distinctive colour and/or the switch shall be clearly and indelibly labelled "ISOLATOR".

The fault current interrupting rating capacity of Isolators shall not be less than 5kA.

f) Earth Leakage Protection Units

Single or multi-pole Earth Leakage Units shall comply with SANS 767. The units shall function on the current balance principle.

Municipality		Contractor	
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MCCB's fitted with integral earth leakage units shall comply with SANS 156. Isolators fitted with integral earth leakage units shall comply with SANS 152.

The sensitivity of the units for sub-circuits shall be 30mA unless otherwise specified and a test push button facility shall be provided.

The sensitivity of motor starter units for main circuits shall be adjustable time delay facility and shall comply with IEC 755.

The fault current rating of the units shall not be less than 5kA. Under faulty conditions the faulty circuits shall be disconnected by opening both the phase and neutral of a single-phase system, and all three phases of a three phase system.

g) Contactors

Contactors shall comply with SANS 1092 and/or IEC 158-1 and 947 where applicable and shall be of the electro-mechanically operated, air-break type.

The current rating of the contactor shall be as required for the specific circuit and utilization category AC3 or DC2 shall in general be used. Category AC4 and DC3, whichever is applicable shall be used for heavy plugging and inching duty systems e.g. cranes and motors.

The contactors for motor starting application shall be rated for at least 130% of the associated load current. Contactors for direct online starting of motors, shall be rated to break at least 10 times the full-load current of the motor. Type 2 co-ordinations as per IEC 947 shall be provided for motor starting contactors and the contactor shall be co-ordinated with the short circuit protective device to ensure adequate protection at the operational current and voltage i.e. that under short-circuit conditions, the contactor or starter shall cause no danger to persons or installation and shall be suitable for further use.

The coils of contactors shall be easily replaceable, and provision shall be made for the quick and simple inspection of contacts without disconnecting any wiring. Contactors shall be provided with at least two normally open and two normally closed auxiliary contacts. Contactors with provision to add auxiliary contacts and convert auxiliary contacts on site are preferred. At least one spare normally open and one spare normally closed contact shall be available in addition to the contacts required for control purposes.

The Auxiliary contacts shall be capable of making, breaking and carrying continuously 6A at 220V AC, unity power factor. Latched contactors shall be provided with a trip coil and closing coil. The contactors shall remain closed after de-energising of the closing coil and shall only trip on energising of the trip coil. The voltage rating of contactor operating coils shall be as required by the control circuitry.

Municipality		Contractor	
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h) Fuse Cartridges and Fuse holder.

Fuse Cartridges shall be of the high-rupturing capacity (HRC) type conforming to SANS 172, IEC 282/947 and BSS 2692. HRC fuse holders shall be of withdraw able type and shall conform to SANS 173.

Fuses of the types described above and conforming to the relevant DIN (49510, 49511, 49515, 49522, 49360, and 49367) and VDE (0635, 0660) standards are also acceptable.

A visual inspection eye shall be incorporated in the holder where possible. The rating of each fuse shall be indicated on a label mounted in close proximity of the fuse holder.

Fuses shall be de-rated for ambient temperatures above 250C in accordance with the supplier's recommendation. If no such recommendation exists, a de-rating factor of 1% per 00C above 250C shall be applied.

Fuses shall be de-rated for elevations of more 1000m above sea level in accordance with the supplier's recommendation. If no such recommendation exists, a de-rating factor of 1% per 300m above 1000m above sea level shall be applied.

i) Busbars

Busbars shall be manufactured of solid drawn tinted high conductive copper, with a rectangular cross-section in accordance with SANS 1195, BS 159, and BS 1433, where applicable. No lamination type or parallel busbars will be accepted.

The busbars shall be rated for the system voltage, frequency, number of phases, load current and fault current as indicated on the drawings or as specified in the Project Specification.

All distribution boards shall be equipped with the specified "Neutral and Earth Bars"

Although SANS 784 refers to overhead and rising busbars, busbars in panels shall comply with applicable sections of this specification, especially as far as insulation and clearance values, creepage distance, joints, insulation resistance, dielectric strength, deflection tests, absorption resistance and rated short time withstand current are concerned.

Busbars shall be supplied for the following applications:

- i) Distribution of supply voltage.
- ii) Connections with rating exceeding the current rating as specified.
- iii) Outgoing circuits with provision for connection of cables.
- iv) Earth busbars with all connection holes, bolts and washers.
- v) Connections to all circuit-breakers and fuses.

Voltage rating of the Busbars for system voltages up to 600V shall be designed to withstand a test voltage of 2,5kV for one minute.

Municipality		Contractor	
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The maximum allowable temperature of busbars (including joints) carrying full load current in an ambient temperature as specified shall not exceed 800C. Unless different ambient temperatures are specified, an ambient temperature of 350C shall be assumed with a maximum temperature increase of 450C.

The distance between the phase busbars is at least the distance of the longer side of the cross section with minimum spacing of 50mm and at least 150mm from the sheet metal enclosure. It is however essential that the manufacturer shall make due allowance for the "proximity and skin" effects, the effects of ferrous enclosures, ventilation, for the arrangement used in his design.

Manufacturers shall, prove that the busbar rating and enclosure design comply with the temperature rise specified above.

Neutral busbars in three phases, four wire supplies shall have a cross-section of at least 100% of the cross- section of the phase busbars.

Main busbars shall be supported by "DELARON" or "THIOLITE" resin bound synthetic wood panels or resin insulators. The surface of these supports shall be treated to prevent surface tracking. The supports shall be bolted securely to the framework and busbars shall fit tightly in the support. Porcelain insulators will not be allowed. Mounted shall on both sides and in the centre to support the busbars.

The rating and fixing of busbars shall be designed to withstand mechanical and temperature stresses during fault conditions. The busbars shall withstand a fault current under test conditions of the specified fault level. If a fault level is not specified, the busbars shall be tested at 20 times rated current for one second. The fault current shall be applied:

- i) Between all phases
- ii) Any two phases
- iii) Neutral and adjacent phase, and Earth conductor and the nearest phase conductor.

All phase, neutral and earth busbars shall be adequately sized to accept all present as well as future circuits and connections.

j) Lightning Arrestors

Lightning arrestors shall carry the SANS mark and be to specification; 275V mounted in distribution boards and shall be earthed by means of 4mm² green insulated earth wires.

k) Factory inspections

Electrical Contractor and the board manufacturer are to accompany a written request for the Council to witness the re-inspection and re-testing of the distribution board.

During the Councils inspections, a fault list if necessary, will be drawn up and handed to the Electrical Contractor.

Municipality		Contractor	
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After satisfactory rectification of the fault list, and subsequent re-inspection, the board may be dispatched to site.

Under no circumstances will the Council enter into any discussions regarding conformance to specifications with the board manufacturer. All communication will only be directed to the Electrical Contractor from either the Council or the board manufacturer.

The Electrical Contractor is to ensure that a full copy of the specifications as well as an approved signed copy of the drawings is at hand, during all inspections.

Note that all tests as detailed are to be performed by the board manufacturer for the Electrical Contractor and shall be redone for witnessing by the Council. The Electrical Contractor shall ensure that all tests as specified are carried out on the premises of the board manufacturer, and shall satisfy himself that all equipment, irrespective of the source or origin or supplier, will perform satisfactorily during site tests and future continuous use.

l) System Earthing

The contractor shall ensure that the earth busbar in the DB is connected to the main earth system of the mini sub via the earthing of each supply cable.

m) Legend Cards

The legend card shall be provided and/or the existing updated to identify all circuits, equipment and location it supplies. This shall be neatly typed out and installed before the board is commissioned and handed over to the Council.

Manufacture to provide each board with a legend card pocket with polycarbonate clear screen.

C3.4.6. Conduit and wire ways

All conduits and accessories shall bear the SANS mark of approval. The following conduits shall be used:

- i) Galvanised BOSAL conduit for any outdoor surface mounted installation and shall be mounted by means of raised saddles, for outdoor use.
- iii) PVC conduit will be permitted indoors in roof and ceiling spaces and chased into slabs or chased in walls.

Conduits installed in ceiling or roof spaces shall, where practical, be run parallel and at right angles to roof members and clear spans of metal and plastic conduit shall not exceed 1 500 mm and 900 mm respectively. Conduit installations for confined spaces of less than 900 mm clearance, or where the space after completion of the work will be inaccessible, shall be such that wiring can be carried out from outside such space, as would be the case for a conduit installation cast into concrete.

No draw boxes or inspection tees or bends shall be installed in confined roof spaces and where draw boxes are unavoidable; these shall be installed flush with ceil.

Municipality		Contractor	
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a) Chasing and Built In

It is the responsibility of the electrical contractor to ensure that conduits, wall boxes, distribution boards, . are correctly positioned and built or chased in as the work progresses.

Conduits shall generally be installed at such a depth that the outside surface of the conduit is at least 12mm below the finished plaster surface. Chasing in face brick will not be allowed.

Conduits shall be cast into concrete slabs wherever possible, and no conduits will be installed in floor screeds unless approved by the Council. Where conduits are cast into beams these shall be located close to the neutral axis of the beam.

b) Conduit in Concrete

Conduit shall be installed as close as possible to the neutral axes of concrete beams or slabs. Conduit and outlet boxes shall be securely fixed to shuttering to obviate displacement during the pouring of concrete.

Conduit shall drop to the lower face of concrete and terminate at outlet boxes only at points where such boxes are to be installed. On existing concrete structures, conduit shall be run only in approved positions and depth of chasing of such structures, where unavoidable, shall be carried out after approval has been obtained from the building contractor.

The electrical contractor will be required to liaise closely with the building contractor as regards to the incorporation of conduit runs with structural steel in reinforced concrete slabs. Where required, outlet boxes shall be of the deep type to allow structural steel to pass below conduits at outlet boxes. No elbows or bends of radius less than 120mm shall be installed in concrete slabs.

The electrical contractor shall be present during the casting process, so as to ensure that no damage or displacement occurs to conduit.

Immediately after each section of shuttering has been stripped, the electrical contractor shall by means of steel tape establish whether all conduit boxes are accessible and all conduit runs intact and clear. Any shortcoming detected at this juncture must be immediately rectified in approved manner. No beams or pillars shall be cut to install any conduits.

c) Conduit Surface mounted

Where surface work is permitted, conduit runs shall be perfectly straight and plumb or level. Steel and plastic conduits shall be fixed at intervals not exceeding 1 500mm and 900mm respectively. Conduit saddles shall be fixed to roof timber by means of suitable wood screws. Nails will not be permitted.

After completion of surface work, no exposed thread shall show, except where running joints occur. The latter shall only be resorted to where absolutely unavoidable and must be fitted with a sliced coupling as a locknut.

Saddles for all conduits installed on surface shall be fixed by means of expandable tapered plastic wall plugs and corrosion proofed steel round-headed screws. Wood plugs and plugs in mortar joints between bricks are not acceptable. Where surface conduits are installed in conspicuous areas and on steelwork, spacer bar saddles shall be used.

Municipality		Contractor	
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Fixing onto steelwork shall be by means of drilling, tapping and screwing or where more practical, by means of stainless-steel strapping or conduit clamps. Explosive driven devices which will facilitate easy removal of the saddles may be used provided that the type of fixing device has been approved by the Council.

d) Bends and Draw/Wall boxes

Normal bends or elbows will not be allowed except where specially approved. All sets shall have a radius of at least five times the outside diameter of the conduit and conduit showing signs of flattening or cracking shall be rejected.

Draw boxes shall be installed in approved positions so that not more than two bends occur between the one ends of the run and draw box or between boxes. Draw boxes shall be arranged so as to be accessible after the completion of the building and must be provided with cover plates which shall finish neatly and flush with the final surface.

Draw boxes shall, where possible, be located in inconspicuous places allowing for a common cover. Rectangular boxes shall be square with respect to walls.

Flush-mounting wall boxes for socket outlets, switches, isolators, . shall be of heavy gauge (minimum 1mm thickness) pressed steel galvanised type, complying with the relevant requirements of SABS 1085. Substantial lugs, drilled and tapped for fixing screws, shall be provided.

Each wall box shall be provided with Knockout conduit entry holes, on all sides and at the back.

Cover plates shall comply with the relevant requirements of SABS 1084 and shall have a thickness and finish as specified in the Detailed Specification. Fixing screws shall be rust proofed by plating to suit the cover plate finish. An assortment of fixing screws will not be acceptable.

The nominal dimensions of flush or surface mounting wall boxes shall be as follows:

- | | |
|---|--------------------------|
| i) Single switch units | -50 x 100 x 50mm deep |
| ii) Two switch units common cradle | - 50 x 100 x 50mm deep |
| iii) Single switch units separate cradles | -100 x 100 x 50mm deep |
| iv) Switched socket outlets (single/double) | - 100 x 100 x 50mm deep |
| v) Draw boxes in ceiling space | -300 x 300 x 150mm deep |
| vi) Round Draw boxes light points | - 300 x 300 x 150mm deep |

Under no circumstances shall flush-mounting boxes be used in a surface installation extension boxes shall be used for surface mounted installations. The electrical contractor shall supervise the building-in of wall boxes to ensure correct positioning.

Municipality		Contractor	
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Where a number of flush-mounting wall boxes are to be installed at the same height adjacent to each other or back-to-back, the electrical contractor shall fit two couplings secured by means of male bushes between each pair of adjacent boxes to ensure that the boxes are uniformly spaced and located at the same level.

Lighting and plug circuit wiring shall always run in separate conduits but may, with the approval of the Council, be run in a common wire ways. More than one circuit may be run in the conduit provided that the number of conductors drawn into the conduit does not exceed the wiring capacity of the conduit as specified in the Code of Practice.

The electrical contractor shall install hot-dip galvanised draw wire of at least 1.6mm diameter in all unwired conduits. Mixed loading of circuits shall be in accordance with the requirements of the Code of Practice.

Likewise, each power point shall be wired through a conduit dedicated to that power point only, except where otherwise specified.

e) Expansion joints

The expansion joints shall be made in a draw box with an over one side terminated and other conduits inserted 30 mm into the draw box to allow for movement. All slab and wall expansion joints shall be crossed at 90° with the joint.

Earth continuity shall be maintained where slip joint are installed.

f) Conduit Accessories

All conduits shall have a minimum diameter of 20mm and, unless otherwise specified, or approved as such by the Council, all conduit fittings shall be of the same material as that of the conduit used.

g) Metal Conduit & Accessories

Metal conduit shall comply with SANS 162 and shall bear the SANS mark. Except where otherwise stated, all conduits shall be black enamelled. Galvanised conduit shall however be used in all damp locations, and where conduit is exposed to the weather.

All coast metal conduit accessories shall be of the malleable iron inspection type.

Metal conduit shall be screwed and socket or system of plain-end conduit and fittings complying with SANS 1007 may be used. All accessories used on plain-end conduit shall be assembled by means of the special fittings and tools produced for this purpose by the manufacturer.

h) Plastic Conduit & Accessories

Draw boxes of rigidly moulded plastic may not be employed. All draw boxes shall be the galvanised pre-punished type.

Plastic conduit shall be assembled by means of the solvent adhesive supplied by the manufacturer to all PVC accessories; his instructions being closely followed.

i) Wiring Channels

Wiring channels shall be installed in the positions as indicted on the drawings.

Municipality		Contractor	
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All wiring channels to be installed shall be of the O-line or Cabstrut type and fixed in the positions indicated on the drawings, complete with couplings bends end caps and cover lids. The wiring channel shall be pop riveted at each joint or bend by means of at least four suitably sized pop rivets.

The Contractor shall ensure that there are no sharp edges on the inside of the channel that may damage wiring. Wiring channels shall be installed horizontally and vertically as determined by the route and the Electrical

Contractor shall take all measures to ensure a neat installation.

Channel shall not be more than 45% full. Under no circumstances may power and control circuit conductors be installed in the same wiring channel.

All the accessories shall be factory-made pre-manufactured from the same type and make such as; end covers, 90⁰ bends, T-pieces, hangers, brackets, and shall be made to fit neatly and accurately to the Council's approval. **No** onside 45⁰ cutting of corners or bends shall be accepted

The following wire channels will be standard:

- i) P9000 for feeder wire channel circuits.
- ii) P8300 for Lighting and Air-Conditioning circuits, with 5Amp socket outlets
- iii) P8000 for other circuits.

j) General Position of Switches and Sockets

Switch sockets shall be mounted with the centre line 350mm above finished floor level, unless otherwise specified or indicated on the drawings.

Switch sockets mounted above work tops shall be with the centre line 1400mm above finished floor level, unless otherwise specified or indicated on the drawings.

Switches for lights are to be mounted with the centre line 1200mm above the floor, except where otherwise specified or indicated on the drawings.

Unless otherwise approved, the switches controlling lights and installed adjacent to doors are to be placed at the lock side of the door at a distance of 200mm from the door jamb to the centre line of the box, in each case. If the lock side of the door is not shown on the drawing, it must be ascertained before the switch is positioned.

The position of the lighting and socket points and their controlling switches are indicated on the drawings.

C3.4.7 Power Skirting

All power skirtings shall be steel metal and shall comply with SANS 1197, Part 1, and shall match the existing power skirting installed in the facility, unless otherwise specified.

A sample piece including accessories and a standard colour chart shall be submitted to the Council for approval before orders are placed by the contractor.

The power skirting shall be 3 compartments, 2 lid type modules, with a maximum 160mm wide. Sufficient slack shall be provided on the wiring and covers to facilitate the easy addition and/or repositioning of outlets.

Municipality		Contractor	
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Access shall be allowed for the telephone and data systems to be installed without any danger of contact with live parts. The access to the power skirting shall be through 100 x 50 x 50mm wall boxes or a pre-manufactured purpose made entry box.

All the accessories shall be factory-made pre-manufactured from the same type and make such as; end covers, 90⁰ bends, T-pieces, ., and shall be made to fit neatly and accurately to the Council's approval. **No onside 45⁰** cutting of corners or bends shall be accepted.

All electrical accessories shall comply with the relevant SANS standards for equipment used such as switch socket outlets and isolators and telephone outlets.

The switched socket used in power skirting shall be 16A 3-pin, similar or equal to the Lumex or Crabtree manufacture with steel cover plates.

The dedicated sockets installed in the power skirting shall be 16Amp shaved 3-pin, similar or equal to the Lumex or Crabtree manufacture with steel cover plates. The dedicated socket shall be colour coded red.

The power skirting shall be linked to trunking by means of PVC conduit cased in the wall. Two 32mmØ PVC for data and telephone with draw wire and two 25mmØ PVC conduits for power shall be installed as links between boards and power skirting, or as specified.

Where wiring is fed through drilled holes in the skirting; the edges of the holes shall be protected by means of grommet strips or male bushes. PVC sheathing will not be accepted. Under no circumstances shall wiring be passed over sharp edges.

Where a power skirting passes through existing walls, the tendered rate for installation of the power skirting shall include for the wall penetrations and making good of the wall, to the satisfaction of Council.

All steel power skirting shall be considered as conductive material and be bonded into the earthing system

C3.4.8 Building Wiring

a) Wiring specification

Normal PVC "General Purpose" wire shall only be installed in conduits and wire ways.

- i) Surface mounted power circuit installations shall all be done with round Aluminium Screened Surfix PVC conductor as specified.
- ii) Surface mounted lighting circuits installations shall all be done with Flat twin and Earth PVC conductor as specified.
- iii) Unless otherwise specified, sub-circuits shall be wired with Cu /PVC insulated conductors of the following sizes:

Bells	-	1,5mm ²
Clocks	-	1,5mm ²

Municipality		Contractor	
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CCTV	-	1,5mm ² + 2,5mm ² earth wire
Signs	-	1,5mm ² + 2,5mm ² earth wire
Lighting	-	2,5mm ² + 2,5mm ² earth wire
Switch Socket outlet	-	2,5mm ² + 2,5mm ² earth wire
Switch Socket outlet (Dedicated)	-	2,5mm ² + 2,5mm ² PVC earth wire
Toilet extractor fan	-	2,5mm ² + 2,5mm ² earth wire
Projector/sound equipment	-	2,5mm ² + 2,5mm ² earth wire
Convection heater	-	4mm ² + 2,5mm ² earth wire
Unit heater	-	4mm ² + 2,5mm ² earth wire
Stove	-	4mm ² + 2,5mm ² earth wire
Air-Conditioning unit	-	4mm ² + 2,5mm ² earth wire
Water heater (geysers/heat-pump)	-	4mm ² + 2,5mm ² earth wire
Incinerator	-	4mm ² + 2,5mm ² earth wire
Extractor fan	-	4mm ² + 2,5mm ² earth wire

b) Wiring conduit installations

The wiring of any circuit shall only be carried out after the whole of that particular circuit's conduit installation has been installed and fixed in position. No wires shall be drawn through before the conduit has been thoroughly cleaned of all debris and moisture.

It should also be possible for wires to be drawn or threaded through the completed conduit installation without any undue strain. The terminal ends of the wires shall be of sufficient length to facilitate the connecting of apparatus, fittings, appliances, .

Not more than four conductor ends plus two earth wires shall appear at any ceiling outlet box except where specifically approved.

All circuit wiring is to be carried out on the loop-in system and no joints in the conduit or boxes will be allowed. Where joints are unavoidable, due to alterations or extensions, these shall only be located at draw boxes and shall only be of the insulated crimping ferrule type. Not more than four 2,5mm² or three 4mm² wires together with earth wires where applicable will be allowed in 20mm conduit, except where otherwise specified.

All conductors shall be in colours selected to facilitate identification of the circuit and switch wiring, black being reserved for neutral conductors, and green only for insulated earth conductors. Three phase circuits shall be colour coded to identify phases, blue, red and white.

c) Surface Wiring

Only the specified conductors shall be used for any surface wiring with prior written approval from the Council. Surface mounted installations shall be neat and properly supported. All conductors shall be saddled with the correct size and type of PVC saddle at 450mm intervals to the beams or wall but where no support is available; the wire shall be installed inside a galvanised Welded Wire-mesh Cable Tray similar or equal to the "Cabstrut"

Municipality		Contractor	
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All joints and/or terminations of surface conductor shall be done with a connector block the correct size, in a PVC compression gland for all.

Any surface conductor entering panels and/or running through steel plate shall be protected with the correct size grommet or PVC gland.

No paralleling of conductors shall be used to upgrade the size of the any circuit; the correct size as specified shall be used.

No surface conductor shall install directly into the ground only PVC/SWA/PVC cable shall be used for ground installation or with in a PVC sleeve.

d) Termination of Wiring

The correct load rating of circuit breaker shall be used for each size of conductor to protect the conductor and cable against over-load.

The end strands of all wires, whether single or looped, which are to be connected to the connection terminals of switches, plugs, holders, ceiling roses or fittings are to be securely connected to the terminals. All terminal screws shall be properly tightened and care shall be exercised not to cause undue damage to the conductor strands. The cutting away of wire strands will **NOT** be allowed.

Crimping lugs must be used on cable ends for connections to busbars or circuit breakers, except where box terminals are employed.

All surface mounted conductors shall be terminated with the correct size and type of PVC compression gland.

e) Inspection of Wiring

To ensure that wiring may be easily withdrawn from any circuit run, the Council may, at his own discretion, direct that wires must be withdrawn; the electrical contractor shall withdraw the wires concerned.

If the wires are withdrawn easily and without showing damage, the costs of the withdrawal and replacement will be borne by the Council; if, however, it is found that it is not possible to withdraw wires without damage, the cost of the withdrawal test, and the cost of rectifying the work shall be borne by the electrical contractor.

f) Innovative wiring systems and Deviations from the Specification

This specification covers wiring systems of the conventional type in which continuous metal or rigid plastic conduit of circular cross section is used.

No deviation or alteration from the requirements of the specification, schedules or drawings shall be made without first obtaining the written approval of the Council.

Should the specification permit or specify the use of innovative wiring systems such as surface mounted wire trucking with removable covers, prewired multicore conduit, (twin and earth or Norse cable) or any other authorised innovative wiring system, such an installation shall comply with SANS 1500 SF - 1983, as amended

Municipality		Contractor	
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g) Balancing of Loads

The connection and termination of equipment shall be according to the schematic diagram, but the electrical contractor will be required to balance the load as equally as possible across multiphase supplies.

C3.4.9 Lighting Installation

All light fittings and light fitting components shall be approved by the Council and shall bear the SANS mark of approval, the contractor to provide samples of all luminaires for approval by the Council before ordering the bulk.

All light fittings shall be delivered to site in boxes as packed by the manufacturer. When the work is handed over all light fittings shall be in a working condition.

Luminaires shall be installed in accordance with the manufacturer's recommendations.

a) Type of Luminaires

The contractor shall supply and install the specified light luminaires as per the drawings and/or the Schedule of Quantities; all luminaires have a dedicated individual number and/or drawing symbol, the tendered rate shall include for lamps and all installation material needed to complete the installation.

Only energy saving luminaires and lamps shall be used with electronic control gear, and dimmable electronic control gear for dimmable light switching application.

The changing of redundant existing luminaries with energy saving type of products shall be done not to degrade the light levels in the specific work area, contractor to provide Lux level reading certificate for each work area where luminaire was replaced.

All luminaires shall be equipped with a terminal strip able to accommodate three 2.5mm² conductors in one connection slot, providing the ability to loop from luminaire to luminaire or switch.

b) Interior Luminaires

All Interior luminaires shall comply with SANS 1119.

Interior luminaires shall be installed onto a round draw box situated behind the luminaires above the ceiling rose or flush with the wall.

Silicon-rubber insulated conductors shall be installed between the connection point and the incandescent type of luminaire

Municipality		Contractor	
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c) Exterior Luminaires

The bodies of exterior luminaires shall be manufactured from cast-iron; painted, or anodized (Class C), die- cast aluminium; glass-reinforced polyester; or polycarbonate.

Materials shall be corrosion-resistant and selected to avoid electrolytic corrosion. The protection degree of exterior luminaires shall be at least IP 65. Silicone rubber or neoprene gaskets shall be provided.

Lenses shall be resistant to degradation and discolouring from ultra-violet radiation such as polycarbonate or heat-resistant glass. Lens, or lens-frame, securing screws shall be stainless steel.

Calibrated horizontal and vertical angle scales shall be provided for floodlight

Luminaires shall be installed onto a round draw box situated behind the luminaires flush with the wall. Conduit ends shall only be screwed directly to surface mounted luminaires when specified in the project specification for industrial type installations.

d) Incandescent Luminaires

No Incandescent lamps shall be installed, all existing incandescent lamps shall be replaced with the equivalent energy saving lamps with suitable for the system voltage and shall comply with SANS 56 and shall carry the SANS mark. All lamp holders shall be porcelain or heavy brass. Lamp holders shall be of the Edison Screw (E.S.) type. The operating temperature shall be limited within luminaires to avoid any adverse effects on any components.

Where dimmer type systems are used, the incandescent type luminaires shall be replaced with dimmer-able electronic gear with PL lamps.

e) Fluorescent Luminaires

Fluorescent luminaires shall comply with SANS 064 and 1119 and all amendments as well as additional requirements of this specification.

The construction of the body of the fluorescent Luminaires shall comply with the following: Sheet Metal Work and Painting

- Bodies of sheet metal work shall be manufactured from cold-rolled, rust-proofed sheet steel not less than 0,8mm thick. The body shall further be suitably reinforced and braced for rigidity.
- Luminaires shall be degreased 0,8mm thick derusted and then phosphate with a light-weight hot phosphate solution in accordance with SANS 064.
- All luminaire metal work shall be painted with an approved epoxy-polyester baked powder coating process SANS 1274.
- Paint finish shall be smooth, glossy and free from imperfections.

The back plate of the body shall be closed and shall extend the entire length of the luminaire. It shall be possible to reach the control gear without disconnecting wiring and without removing the luminaire from its installed position

Municipality		Contractor	
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Surface mounted luminaires shall be provided with three sets of mounting slots and knock outs suitable for mounting to round conduit boxes or 20mm conduit. Three mounting points shall be provided, one in the centre and one at each end. Ventilation slots shall be provided as required.

The reflector shall be firmly held in position with a latching device operating on one of the following principles:

- Spring steel latches.
- Spring loaded latches and locating pins.
- Non-detachable plated metal or plastic screws, with or without locating pins.

Plastic used as a spring mechanism, is not acceptable as a fixing device for reflectors.

Reflectors shall have a brushed finish if specified in the project specification or schedules.

Optical lenses and diffusers shall be hinged or easily removable for maintenance and lamp replacement. Lenses, diffusers and louvers shall be constructed of the following materials:

- Flame-retardant acrylic (methacrylate);
- Flame-retardant, UV and light-stabilized polystyrene, or
- UV - and light stabilized polycarbonate.

Ballasts shall be of the electronic class A2, warm start type and shall be silent in operation. Ballasts shall comply with SANS 890 and 891.

Lamp holders shall be spring loaded telescopic or hinged rotating-ratchet.

All components including screws, bolts and nuts shall be corrosion proof.

Lamps shall be suitable for the specified control circuiting and shall comply with SANS 1041. The average lamp life shall be at least 7500 hrs with a 3hr on/off switching cycle.

The tenderer shall allow for the replacement of all lamps that have failed within the 12 months operation of the liability period.

The lamp colour shall correspond to SANS 1041 colour reference 84 (4000degk) unless otherwise specified. Fluorescent lamps shall be the T5 and T8 type, unless otherwise specified.

f) Emergency Fluorescent Luminaires (with integral battery)

Emergency luminaires shall be provided as specified in the project specification or schedules.

A self-contained integral nickel cadmium battery packs shall be provided for one lamp of each emergency luminaire to ensure 100% light output for at least one hour. A test switch shall also be provided if specified in the project specification or schedules. All associated equipment such as mains-failure relay, battery charger and inverter shall be provided.

All emergency units shall have a constant "Live" maintained connection, wired to a separate circuit in the DB-Board.

Municipality		Contractor	
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The batteries shall be fully rechargeable within 24 hours and have a 5year guarantee.

h) Exit Signs

Exit signs shall comply with BS 5266 and BS 2560.

A sample shall be submitted for approval by the Council. An aperture with prismatic diffuser shall be provided to provide downward light. The lettering of exit signs shall be at least 150mm high. Exit signs shall be installed as indicated on drawings, mounted on ceiling or 100mm below ceiling with the indicating arrow or running man in the exit direction.

i) Floodlights

Luminaires shall be complete units consisting of control gear, reflector, lamp holder and electrical connections.

Ballasts shall comply with SANS 1266 and shall be epoxy-resin encapsulated in housing with suitable provision for cooling.

The electronic ignition device shall be of the three-wire type and shall operate on the superimposed pulse principle.

Capacitors shall be metal clad and shall be rated to improve the power factor to 0, 9. Interior luminaires shall comply with SANS 1278.

No Mercury vapour lamps shall be used, only Metal Halide or High pressure sodium vapour lamps shall be used and be of the colour enhanced type. Other compact fluorescent energy saving lamps may also be used, as per specification i.e. PL26 or 36Watt or ES45Watt.

j) High-bay Luminaires

The luminaires shall consist of anodized 5pin aluminium reflectors, unless otherwise specified, cast aluminium alloy housing for control gear and all accessories as required.

The luminaires shall be suspended from the roof purloins by means of preformed "CADDY" type fasteners according to the layout as indicated on the drawings. Protrusion below roof trusses shall not be acceptable.

Safety chains shall be provided to prevent the accidental dropping of the luminaires and shall form part of the luminaire offered.

The luminaire shall plug into wire trunking by means of a 5Amp plug in arrangement. The wiring trunking shall comply with the specification for wiring systems.

The wiring trunking shall be pre-wired in a 3 phase configuration with 4 mm² bare copper earth conductors. The wiring trunking shall be adequately sized to accommodate the wirin

Municipality		Contractor	
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No Mercury vapour lamps shall be used, only Metal Halide or High pressure sodium vapour lamps shall be used and be of the colour enhanced type. Other compact fluorescent energy saving lamps may also be used, as per specification i.e. PL26 or 36Watt or ES45Watt.

k) Luminaires for Hazardous Areas

Luminaires for use in protected and hazardous areas shall be categorized for use in Class 1, 2 or 3 locations (as applicable) in terms of the classifications as set out in SANS 0108, 1031, 970 and 969 or the equivalent BS, UL, IEC or VDE Standards.

The Characteristics of Luminaires are classified as follows: Class 1 Division 1

Types d : flameproof and
E : explosion proof light fittings

Luminaires complying with this classification shall be capable of totally excluding dust and water, shall have all electrical connections reinforced by lock nuts or equivalent devices in order for them not to work loose, shall have special lamp holders with arc quenching properties (single pin in the case of fluorescent luminaires) and shall have low temperature control gear of the starter less type.

Class 1 Division 2

Type n : non-sparking
luminaires

These luminaires shall comply with the requirements set out above but standard bi-pin lamp holders and standard starter less control gear may be used.

Class 2 Division 1

Dust, ignition-proof
luminaires

Luminaires complying with this classification shall be dust tight and the external surface temperature shall not exceed 165⁰C. Standard bi-pin lamp holders may be used and either rapid start or switch start control gear may be used.

Class 2 Division 2

Dust-proof
luminaires

Luminaires complying with this classification shall have enclosures designed to prevent the escape of sparks, arcs and burning materials and to minimize the entry of dust. The maximum external surface temperature shall not exceed 165⁰C.

Class 3 Division 1 and 2

Dust-proof
luminaires

Luminaires complying with division 1 (ignitable fibres in suspension) and division 2 (ignitable fibres stored in bulk) shall have enclosures designed to prevent the escape of sparks, arcs and burning materials and to minimize the entry of fibres. The maximum external surface temperature shall not exceed 165⁰C.

Municipality		Contractor	
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l) Installation of Luminaires

The existing openings, brackets on the luminaires shall be used for the fixing of the fittings. Under no circumstances shall additional wiring or fixing holes be made into the body of the luminaire.

Where a round outlet box or draw box provides the necessary support for luminaires, all luminaires with the exception of fluorescent luminaires mounted against ceilings shall be fixed directly to the box. Luminaires with a mass in excess of 10kg shall however be suspended independently of the outlet box.

The electrical contractor must ensure that both the conduit and the fittings are securely fixed to either bracing or to timber supports fixed to the bracing. If additional timber members are needed it shall form part of this contract.

Where provision has been made for the fixing of luminaires on wire ways the P2000 unistrut shall be used. The contractor shall supply the necessary accessories i.e. luminaire entry nuts, supports, hangers, conduit extensions, angle brackets or any other fixing method approved by the Council.

m) False Ceiling

The contractor shall have a formal handover from the main contractor to the electrical contractor of the completed ceiling installation, noting any damage, marks or sagging. Only one discipline of contractor shall work on the false ceiling at a time.

When installing fluorescent luminaires into false ceilings tile supports, the contractor shall insure not to damage the tile support or loosen any suspension wires. In the case of tiled ceiling panels with exposed or concealed T-section supports, no gaps shall be visible between the luminaires and the ceiling; luminaires shall be neatly installed relative to the ceiling layout and drawings provided. All removed tile shall be returned to the Council undamaged and the contractor shall insure not to dirty the adjacent tiles, if any is dirty, the contractor shall clean them at his/her own cost, to the tile manufacture's prescribed manner. Tiles cleaned but to the Council, Council and/or Architect's opinion still have any stains, scratched marks and/or damaged shall be replaced by the Electrical contractor at his own cost.

In all cases where luminaires are fixed to false ceilings, the contractor shall ensure that the ceiling is capable of carrying the weight of the luminaires before commencing installation. Should any doubt exist in this regard, the matter shall be referred to the Council. If luminaires be mounted on to false ceiling shall be by means of butterfly screws or bolts with nuts and washers. No Self-tapping screws may be used.

In all false ceilings where wiring trunking are used, recessed luminaires shall be connected to the main wiring channels by means of 5A plugs mounted on or adjacent to the channels and 1,5 mm², 3 core flexible cable, not exceeding 3m in length.

Municipality		Contractor	
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The electrical contractor shall when complete with the installation formally hands the ceiling back to Main contractor, if not the electrical contractor stays responsible for the ceiling, although they are finished.

n) Roof slabs and Walls

Fluorescent luminaires to be installed directly against concrete slabs or walls shall be fixed to the recess round outlet box and at two additional points. Shot-fired fixing nails are not acceptable. When fluorescent luminaires needs to be fixed to metal channels installed against concrete slabs or walls, the metal channel may be fixed with shot-fired nails.

In cases where fluorescent luminaires ends are installed in tandem, only one connection outlet need be supplied per circuit. All luminaires shall be coupled to one another by means of nipples or brass bushes and lock nuts to ensure that wiring is not exposed and that earth continuity is maintained.

Luminaires on the same circuit may be wired through the channel formed by the fitting bodies. In this case, internal connections shall be made at terminal blocks. Screw-type connectors are not acceptable. The contractor shall ensure continuous rows are straight and parallel to the relevant building lines.

o) Special Ceiling

In cases where special ceilings e.g. aluminium strips, decorative glass, metal leaves, . are to be installed, the contractor and the manufacturer of the ceiling shall agree upon the method of fixing the luminaires to the ceiling.

Luminaires shall be mounted symmetrically with respect to ceiling panels, beams, columns or other architectural features.

p) Lighting switches

All flush and surface-mounted lighting switches shall be of the standard 16 A/250V single-pole rocker type operated by means of white piano-type levers. The switches shall comply with SANS 163: 1978 and shall bear the SANS mark.

One or more switches may be mounted on a common chassis that shall be suitable for installation in standard

50 x 100 x 50mm or 100 x 100 x 50mm flush wall boxes.

The cover plates shall be punched for the number of switches fitted and shall be of 1.0mm thick pressed mild steel or of moulded PVC of at least 3.0mm thickness. The type of cover plate and finishing colour shall be as called for in the detailed specification.

Some installation will require motion and light harvesting sensors to operate the lights; these sensors shall be flush mounted on the ceiling at a 600 angle facing relevant door or passage to effectively switch the lights. All sensors shall be as specified.

Municipality		Contractor	
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C3.4.10 Power Installation

a) Switched Socket Outlets

i. Normal power outlets

The switched socket outlets shall be of the standard round, 3-pin, shuttered type, rated at 16A/250V and shall comply with SANS 169: 1980 and shall bear the SANS mark.

The plastic insulation around each pin-socket shall be annular and be raised to protrude through the cover plate which shall be punched with three separate holes for the pin-socket.

Alternatively a single opening may be punched in the cover plate on condition that at least 5mm clearance is provided between the cover plate and the edge of the live and neutral pin sockets. The terminal screws of the live and neutral sockets shall be recessed so that inadvertent contact with the earth conductor will be impossible when the wired socket is pushed back into the wall box during installation.

The socket unit shall be controlled by a 16A/250V single-pole switch operated by a white piano-type lever matching the lighting switches specified. Double switch socket outlets shall each have its own individual switch.

ii. Three phase outlets

The three-phase outlet socket shall be of the industrial type 5pin wall mounted, different type and size will be as specified, with lid on the female socket, socket to be mounted 1400mm above finishing floor level.

iii. Dedicated outlets

UPS power outlet shall be the same standard as the switch dedicated socket outlets, red in colour, but with a shaved pin earth for a dedicated circuit with separated earth and with red colour moulding. Contractor shall allow to supply and connection of the correctly specified type of 3-pin plug (red) to the Councils equipment.

b) Connection of Domestic type Stoves

The connection to each stove, except where otherwise specified, shall consist of 2 x 6mm² GP-wire conductors and a 4mm² bare copper earth wire in 25 mm conduit.

A 60Amp double pole isolator shall be flush-mounted in a wall outlet box adjacent to the stove on the right or left hand side, above or in the tile work, not less than 1400mm above finished floor level.

A 25 mm conduit shall be installed flush in the wall from the bottom of the isolator to a point 600mm above floor level at which point the conduit shall be terminated on flush mounted 100 x 100 x 50mm wall box which shall be positioned centrally behind the stove. A 100 x 100 x 50mm extension box shall be mounted over the flush box to facilitate the termination of a flexible conduit onto the bottom of the extension box.

Municipality		Contractor	
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The flexible conduit to be installed from the extension box to the wiring entry of the stove shall be at least 1200mm long to permit the stove to be pulled away from the wall for maintenance purposes.

c) Connection of Hot Water Geysers

Each geyser shall be protected on the distribution board by means of its' own circuit breaker. In addition, a surface mounted 2-pole, 30Amp; isolator must be positioned adjacent to the geyser, to facilitate local isolation of the geyser, not more than an arm length away from the termination point, must always be above the geyser's termination box.

In cases where the local isolator can be installed on brickwork, the isolator shall be mounted over a 100 X 50mm conduit box installed flush in the brickwork.

A short length of flexible conduit, of the type specified, shall be installed from the bottom of the isolator to the wiring entry of the geyser.

Wiring from the isolator to the geyser shall be 4mm² PVC-insulated conductors with 2.5mm² BCEW, terminated on separate terminals of the geyser and not on the element terminals.

The electrical contractor must ensure that all geysers are installed to allow for the easy removal of elements and thermostats. The geyser outlet steelwork or mounting lugs must be earthed, in addition to any earthing terminal in the geyser connection box.

d) Flexible Conduit

All flexible conduits shall be of the type with a flexible galvanised spiral core, with a smooth watertight, oil-resisting, PVC sheath.

Termination fittings for the conduit shall be of the watertight screwed type, fitted with nylon sealing rings and screw-in earth continuity cones. Flexible conduit shall be equal and similar to "Kopex" or "Adaptaflex" manufacture or "approved equivalent".

The use of pliable corrugated, non-metallic conduit and fittings is not acceptable.

e) Connection of Air Conditioning Units

The connections to console type air conditioning units shall be effected either from a power skirting or from a wall box.

In the case where isolators are specified supply from the power skirting, the electrical contractor shall install a flush mounting 20Amp, 2-pole isolator in the power compartment of the power skirting in a position under the air conditioning unit close to the wiring terminals of the unit. The electrical contractor shall terminate the flexible cable provided with the unit by means of a PVC compression gland on the top of the power skirting in an inconspicuous position under the unit, terminate the cores of the flexible cable on the isolator terminals.

A brass earth stud shall be provided on the isolator chassis for termination of the circuit earth and the earth continuity conductor in the flexible cable.

In the cases where no power skirting is provided, the electrical contractor shall install a flush mounted 20A, 2-pole isolator equal and similar to "Crabtree" type 2460 in a 100 x100 x 50mm suspension box in a position close to the wiring entry of the unit. The outlet box shall be

Municipality		Contractor	
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fitted with a "Crabtree" Type 2435 cord outlet and the electrical contractor shall install the flexible cable provided with the unit through the cord outlet and shall install the flexible cable provided with the unit through the cord outlet and shall terminate the cable cores on the isolator and earth terminals.

f) Connections of Extract Fans

Small, single-phase extract fans installed in windowpanes shall be connected to 5A, 3-pin, socket outlets which shall be installed in the ceiling above the fan or in the wall adjacent to the fan.

Where specified or indicated on the layout drawing, the switched socket outlet(s) feeding the fan(s) shall be connected to the lighting circuit so that the fans are switched on and off by means of the lighting switch for the room concerned.

Metal clad watertight switches shall be fitted in die-cast aluminium enclosures and shall be installed where switches are exposed to the weather or where otherwise called for on the layout drawings.

g) Hand Driers

The contractor will provide connection points for the hand driers with an isolator. The hand driers will be supplied and installed by others.

In cases where the local isolator can be installed on brickwork, the isolator shall be mounted inside conduit box installed flush in the brickwork with conduit running down to the round draw box behind the dryer; all hand driers shall be connected to earth leakage circuits.

C3.4.11 UPS Equipment Specification

The Ups units shall be inspected with the general building inspection, the batteries and the by-pass function with all alarms, and any defects found needs to be reported to council. The contractor shall provide quotations for the repair of UPS units as required.

The UPS shall be suitably rated to the following:

- Support the specified continuous load values;
- Support inrush demands under 1 step full load acceptance conditions; and
- Remain within specified parameters under these conditions for the specified operational period in minutes.

The UPS and battery unit will be assembled and functional for inspection by the Council at the Manufacturer's premises before delivery takes place.

a) Drawings and Manuals

The successful Tenderer shall submit full technical details of the UPS to the Council. The information shall include physical dimensions.

The UPS shall have a full set of schematics, which are permanently located in a folder on the inside face of the Inverter panel.

Municipality		Contractor	
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The Contractor shall provide and prepare comprehensive technical data catalogues, operating instructions, maintenance procedures and fault-finding instructions for each item supplied.

Three sets of A4 sized comprehensive operation and maintenance manuals shall be supplied, to enable the User Department to maintain and adjust the system. These manuals shall be submitted to the Council for approval prior to final commissioning. The contract will not be considered complete, until all requirements in this regard have been met.

An UPS record book shall be kept in the UPS room. The book shall be filled in and signed by the person conducting each inspection, call-out response or routine maintenance service.

b) Installation of UPS and Battery Bank

The Installation Contractor will do one site visit prior to commencing with the work to verify the site condition details and work to be done, according to the specification and the schematic diagram.

The installation will entail the following:

- i) Supply and install UPS supply Circuit Breaker (curve 1) in Feeder DB-board, the size of MCCB is specified in the Schedule of Quantities.
- ii) Supply and install an UPS supply cable from the feeder DB-board to the wall mounted 5-Pin, Switched, Welding Socket (similar or equal to Clipsal) next to the UPS unit. The size of the PVC cable and socket are specified in the Schedule of Quantities.
- iii) Supply and install trailing cable with a 5-Pin welding plug (computable to the wall socket) connect the cable to UPS "Input" terminal. The size of the trailing cable is specified in the Schedule of Quantities.
- iv) Supply and install an UPS supply PVC cable from the feeder DB-board to the wall mounted 5-Pin, Switched, Welding Socket (similar or equal to Clipsal) next to the UPS unit. The size of the PVC cable is specified in the Schedule of Quantities.
- v) Supply and install a panel mounted 5-Pin, Welding Socket (similar or equal to Clipsal) onto the UPS unit, as directed by the UPS supplier, connected to the "Load" terminal of the UPS.
- vi) Supply and install an UPS load trailing cable with a 5-Pin welding plug (computable to the wall/panel socket) connects the cable to Surface mounted Isolator. The trailing cable shall be used to complete a hard wire by-pass function, to be plugged into the Wall socket if the UPS is faulty. The size of the trailing cable and isolator are specified in the Schedule of Quantities.
- vii) Supply and install an UPS PVC load cable from the wall mounted Isolator to the incomer MCCB in the UPS DB-board. The size of the PVC cable is specified in the Schedule of Quantities.
- viii) Supply and install a new UPS DB-Board complete with all equipment as specified and indicated on the schematic diagram.

Municipality		Contractor	
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- ix) For existing installations, reroute and configure UPS circuits in existing DB to the new UPS DB-board as specified.
- x) If specified spray paint the face plate of the UPS DB - Dark Violet.
- xi) Supply and install vertical trunking to house all UPS cables from UPS to DB-boards through the ceiling voids and/or mounted on wall or roof slab.
- xii) Label the circuit wiring cables, socket outlets and UPS DB. xiii) Update legend cards.
- xiv) Test and commission the complete UPS installation.
- xv) Issue 12 month defect liability undertaking on workmanship.
- xvi) Issue COC for the works covered under this contract.

c) Tests and Commissioning.

The Manufacturer shall carry out the following tests, in order that the Council may witness compliance of the unit to specified requirements. The manufacturer shall submit a proposed detail test procedure to the Council at least two weeks before testing.

It is the responsibility of the Contractor to provide all labour, accessories, properly calibrated, and certified measuring instruments necessary to record the following parameters:

i) Performance tests

- Input - Voltage and Current, per phase.
- Output - Voltage and Current, per phase.
- Load testing, utilising dummy loads to specified load capacity
- Full input load for the charging of completely drained Batteries.
- Battery charging time to full capacity. Individual battery voltages shall be recorded before and after dummy load test.
- Output's overload capacity – Voltage, current and frequency.
- Output Frequency.
- Switching over transfer time.
- Battery bank full load test.
- Full load discharge period, to specification.
- Harmonic transfer characteristics.
- Manually bypass switching and reactivation.

ii) Simulation test

- Each alarm condition to be simulated.
- Each visual alarm to be tested.
- Each audible alarm to be tested.

iii) Commissioning Tests and Data

The Contractor is responsible for the arrangement of such tests. He shall give at least 72 hours' notice to the Council prior to the test date. This shall be done for each installation individually. The commissioning data will comprise of all voltages, output currents, frequency, measurements and load on the unit.

Following onsite system tests shall be done:

- Supply Phase rotation test before UPS is connected.

Municipality		Contractor	
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- Phase balancing for three phase unit.
- System earthing resistance testing at the plant room.
- Insulation testing at 500V.
- Manually bypass switching and reactivation.
- Main Fails test, by switching of the main supply.

iv) Operating Data

- Safety precautions to be implemented.
- Operation of systems; automatic, manual and bypass switching.

v) Maintenance Documentation

- Recommended service intervals with service descriptions.
- Projected service life of the electronics and battery pack
- Trouble shooting diagrams.
- Schedule of consumable spares.
- Schedule of batteries, in the battery bank.

vi) Maintenance Contract

The Manufacturer shall submit to the Council with his tender, details of a contract for monitoring and maintaining the UPS unit after the initial full maintenance period of **one (1) year** has expired.

The following minimum information shall be provided:

- Price for annual maintenance agreement
- Service interval and details
- Pro-forma maintenance contract
- Number of competent personnel available to maintain the system
- Spares equipment list.
- Response time to site.

C3.4.12 Lightning Protection

The contractor shall inspect the lightning installation of all building with the general inspection and provide the council with a report of all defects; earth resistance tests of lighting points shall be done on requite by council.

The complete lightning installation shall comply with SANS Code of Practice 03 and 03A.

All electrical, telephone, data, signal, communication, antenna and other conductors entering a lightning protected building or structure shall be protected against potential surges and a safe current discharge shall be provided for each conductor in the event of a direct or induced lightning strike.

Municipality		Contractor	
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a) Three Story buildings and less

The height and roof type and structure of the building determines the type of lightning installation requirements i.e. steel roof, tiled roof, concrete roof or thatched roofs.

The schedule of quantities made provision for lightning down runners and connections to steel roof, cutters and steel ring beam, it tiled roof it would have conductor running along the roof nocks, with forked on the roofnock corners, and down runners.

i) Materials

The installation may be carried out in copper or suitable corrosion resistant aluminium alloy. The use of copper shall be avoided at ground level to avoid the possibility of theft.

Aluminium shall not be installed in direct contact with soil or any concrete or plaster surface. Connections between aluminium and copper shall only be by means of cadmium plated or tinned connectors. Jointing of conductors shall be with suitable crimped ferrules.

Connections between copper and galvanised steel shall only be by means of tinned connectors above ground. Steel components shall be hot dipped galvanised to SABS 763. Steel reinforcing of concrete may be used as down conductors only when specific approval has been obtained from the Civil Council.

ii) Fixings

Fixing support holders or brackets material shall be of the same material as the conductors. Conductors shall be fixed at intervals not exceeding 1.5m. The fixing shall be as such to allow for the thermal expansion and contraction of the conductors. Fixing materials shall be durable to resist deterioration because of environmental conditions.

iii) Testing Points

Testing points shall consists of a two-stud moulder test block with bridge connector plate, for testing, the block terminations shall take a conductor up to a 70mm² BCEW.

The test point shall be mounted at the connection point between every down conductor and earth electrode cable, mounted 400mm above finished ground level.

A test certificate shall be submitted with the following test results:

- Earth resistance of every earth electrode, to be below <50Ω

Municipality		Contractor	
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- Continuity of down conductor system by measuring from one down conductor to the other down conductors with all down conductors disconnected.
- Certificate of Compliances as specified by SANS

b) Specialist Contractor

If required the tenderer shall include a provisional amount, as indicated in the schedule of quantities, for the appointment of a specialist contractor for the lightning installation, survey and design.

Unless otherwise specified, immediately after the award of the contract, the successful tenderer shall appoint a reputable organization, approved by the Council, to conduct soil resistivity tests on site and obtain proposals and designs for suitable lightning protection of the building.

The proposals and designs by the specialist contractor shall be submitted to the Council timeously. The proposal shall be accompanied by a quotation for the complete lightning installation as proposed.

C3.4.13 Earthing and bonding

All bonding and earthing shall be inspected by the contractor with the general building inspection, and all defects need to be reported to council, repair shall be as per priced items in the schedule of quantities on works order.

The installation shall be effectively earthed in accordance with the latest edition of the Code of Practice, and to the requirements of the Local Supply Authority.

a) Bonding

All metal hot and cold water and waste pipes are to be effectively bonded by means of 13mm x 1.5 mm copper tape, clamped round the pipes. Galvanised mild steel or brass bolts and nuts are to be used for clamping and the tape shall be so formed that the clamp will fit firmly around the bare metal pipe without additional packing.

b) Lighting

Lighting circuits run inside channels or support steelwork, must be provided with a separate earth wire of at least 1.5mm², securely bonded to light fittings directly fixed to this steelwork. Where conductors to switch outlets in partition walls are run in copper braided shrouds, the braiding must be securely fixed to the switch outlet box.

All fluorescent and other light fittings using discharge lamps shall be earthed by means of a separate 1.5mm² earth wire connected to the earth bar in the relevant switchboard.

c) Power

All socket outlets are to be earthed by means of separate earth wire of at least 1.5 mm² taken back to the distribution board feeding these sockets.

Municipality		Contractor	
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Socket outlets in power skirting's shall be bonded by means of an insulated earth wire in standard earth colours. The conductor may not be cut, and connections to the sockets shall be made by means of suitable crimped pin-connectors.

All the metal type power skirting's joints shall be earth bonded with a 1.5mm² BCEW with lugs screwed on both sides of the joint or if manufacture jointing pieces are used it shall be prop-riveted both sides of the joint. All metal cable ladder, trays and wire channels shall be effectively earthed.

C3.4.14 Making good and repair work

On completion of the contract, any damage that may have been done to finished plasterwork, floors, ceilings, wood and paintwork, ., during the progress of the electrical installation, shall be repaired and made good to original finishes by the Electrical Contractor, to the satisfaction of the Council, Council and the architect.

C3.4.15 Testing of installation

During the course of and on completion of the work, the whole of the worked done shall be tested in accordance with the Code of Practice and the applicable by-laws of the Supply authority. The contractor shall test and provide a COC with each new installation and where equipment was replaced with new ones.

The cost of the testing of the work done and the issuing of the COC shall not be a separate item but shall form part of the installation cost of items, seeing that only a registered electrician is permitted to work on the installations. The council may request the retesting of work if they were not invited to attend the testing.

a) Certificate of Compliance

The electrical contractor shall carry out the tests required in terms OHS act and SANS 10142 as amended and shall furnish the Council with the completed "Certificate of Compliance for Electrical Installations" (COC)

The electrical contractor shall advise the Council of the name of the installation electrician who will act as responsible person on site in this regard. The Council reserves the right to be present at any tests to be carried out and the onus will be on the electrical contractor to inform him at least 48 hours prior to the time set for the tests to commence.

b) Tests and Report

In addition, the electrical contractor shall furnish the Council with a Test Report detailing particulars of the tests executed, in a format acceptable to the Council, the following tests being a minimum requirement:

- i) Routine tests on all switchboards as called for in Standard Specification.
- ii) Phase rotation tests on all incomers and DB-Boards.
- iii) 1 000V insulation resistance test of all circuits external to the switchboards.
- iv) Earth loop resistance test on all earthed equipment.
- v) Earth leakage test on all earth leakage protected circuits to prove the soundness of the wiring and protection.

Municipality		Contractor	
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- vi) Checking of polarity of all switched socket outlets.
- vii) Operational check on all equipment to verify execution of the works in accordance with the relevant drawings and specifications.
- viii) Complete and sign COC.
- ix) MV pressure testing shall on all medium voltage cable and equipment replaced or installed, test to be done with the correct equipment and the council present, test certificate to be issued by the contractor.

c) Failure of Works, Site or Commissioning Tests

Should the Council be notified to attend official tests as laid down and should the installation not be ready or fail the tests for any reason whatsoever, such that the Council is required to re-witness the tests, the time at standard cost/hr. and part thereof, transport at AA R/km travelled to/from site and other disbursements incurred by the Council, or his Deputy, in so doing will be for the electrical contractor's account which amount may, the test failure claim needs to be paid before Council would schedule the retest date.

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MOGALE CITY LOCAL MUNICIPALITY

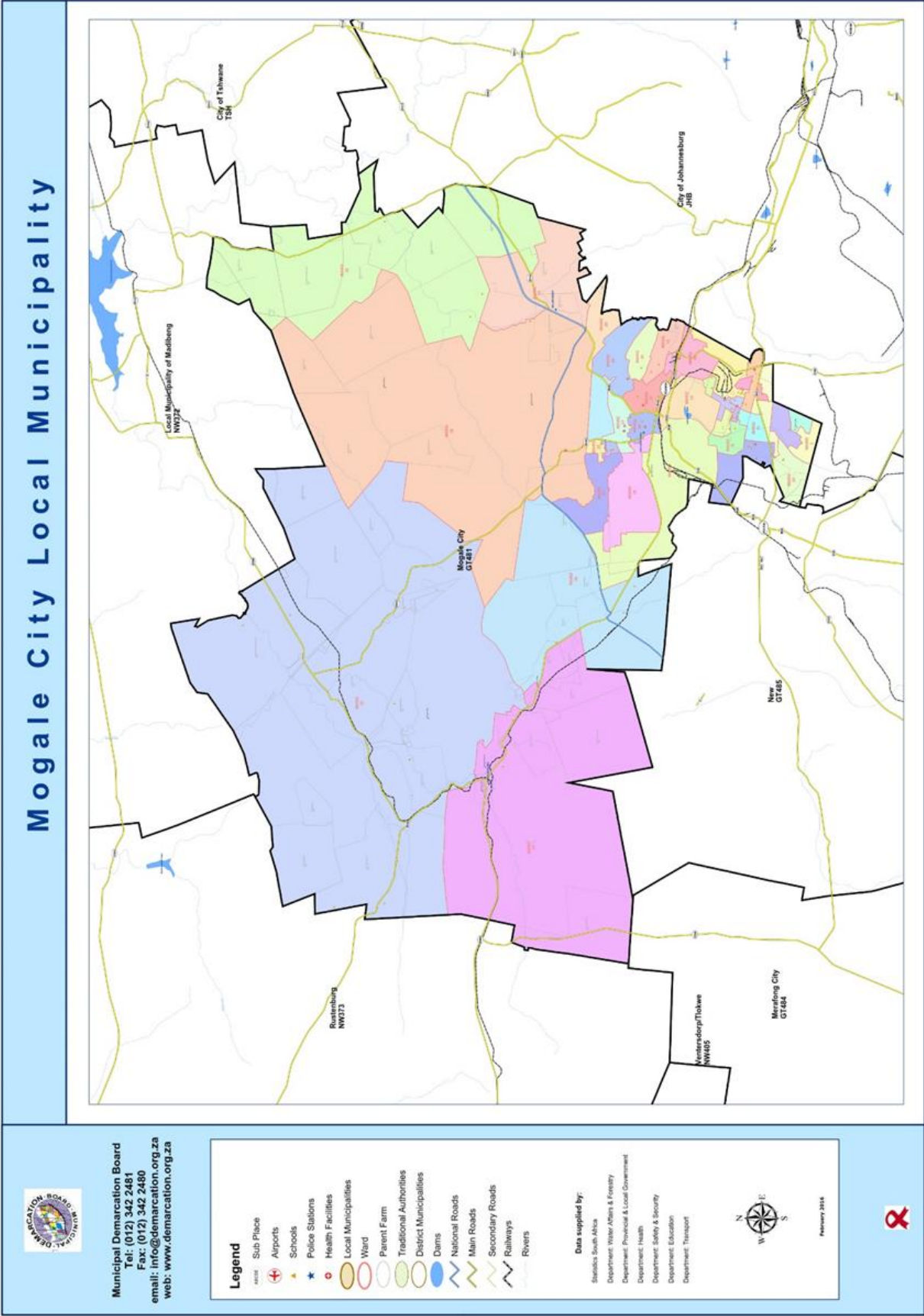


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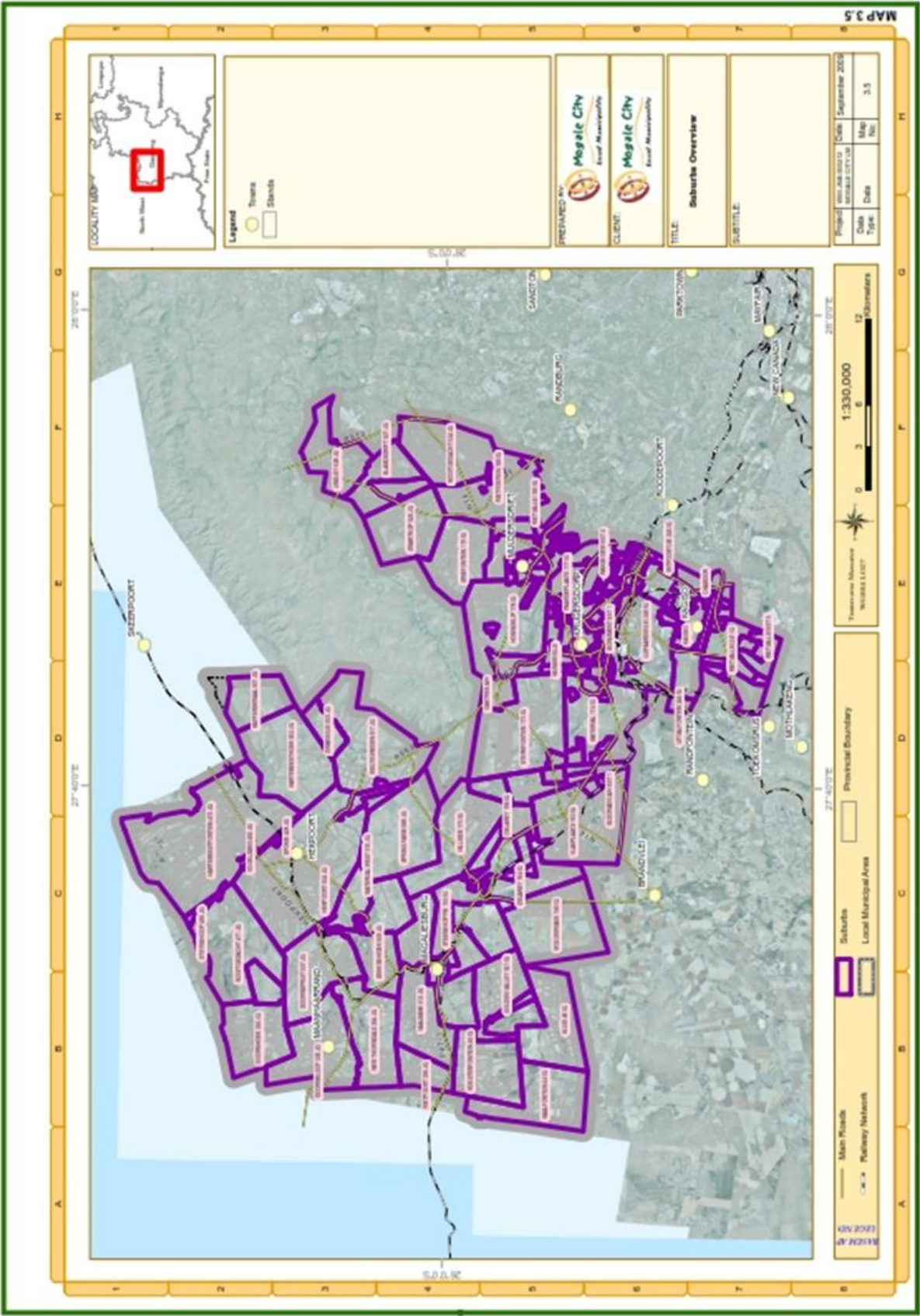
PART C4: SITE INFORMATION

- 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

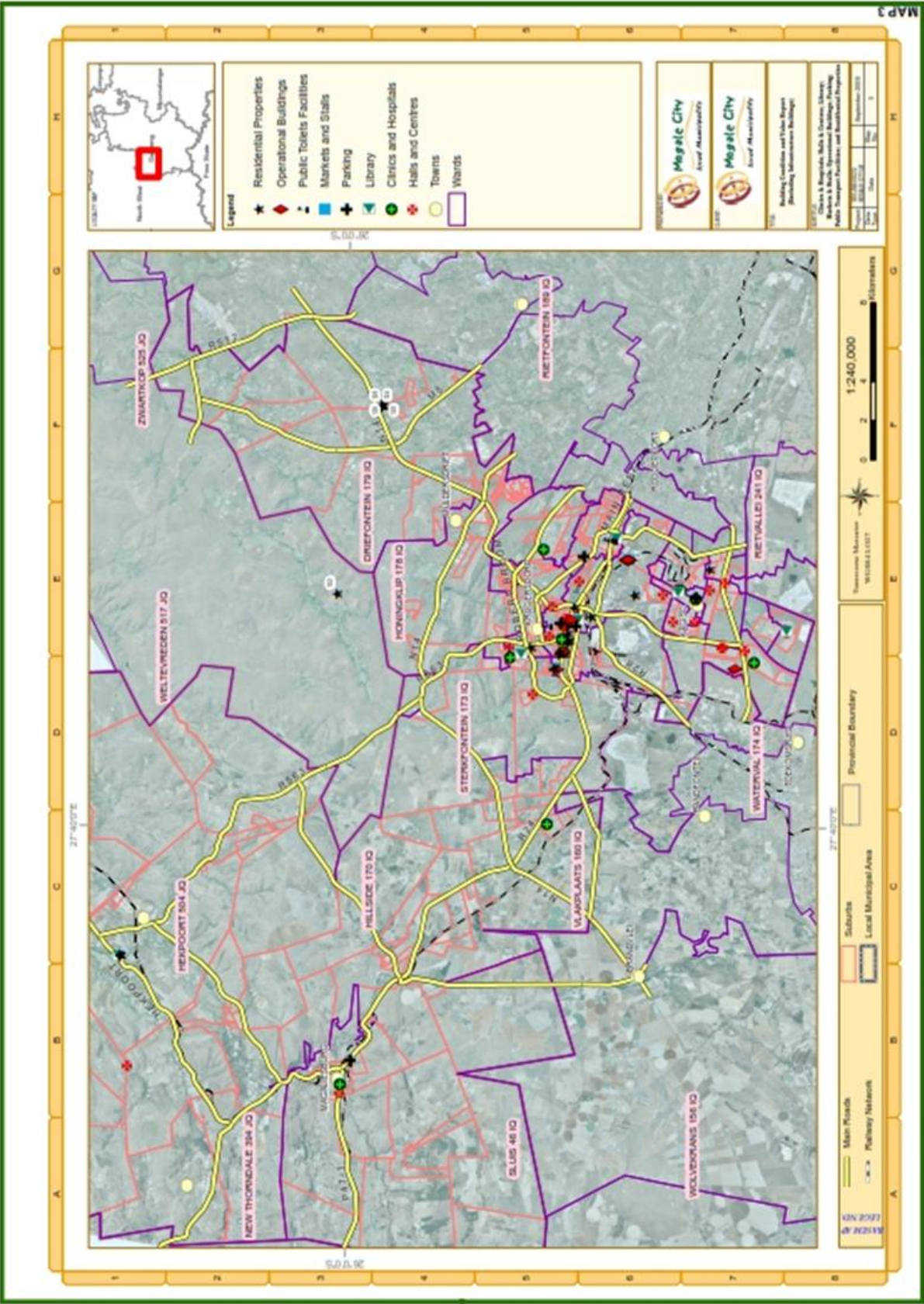
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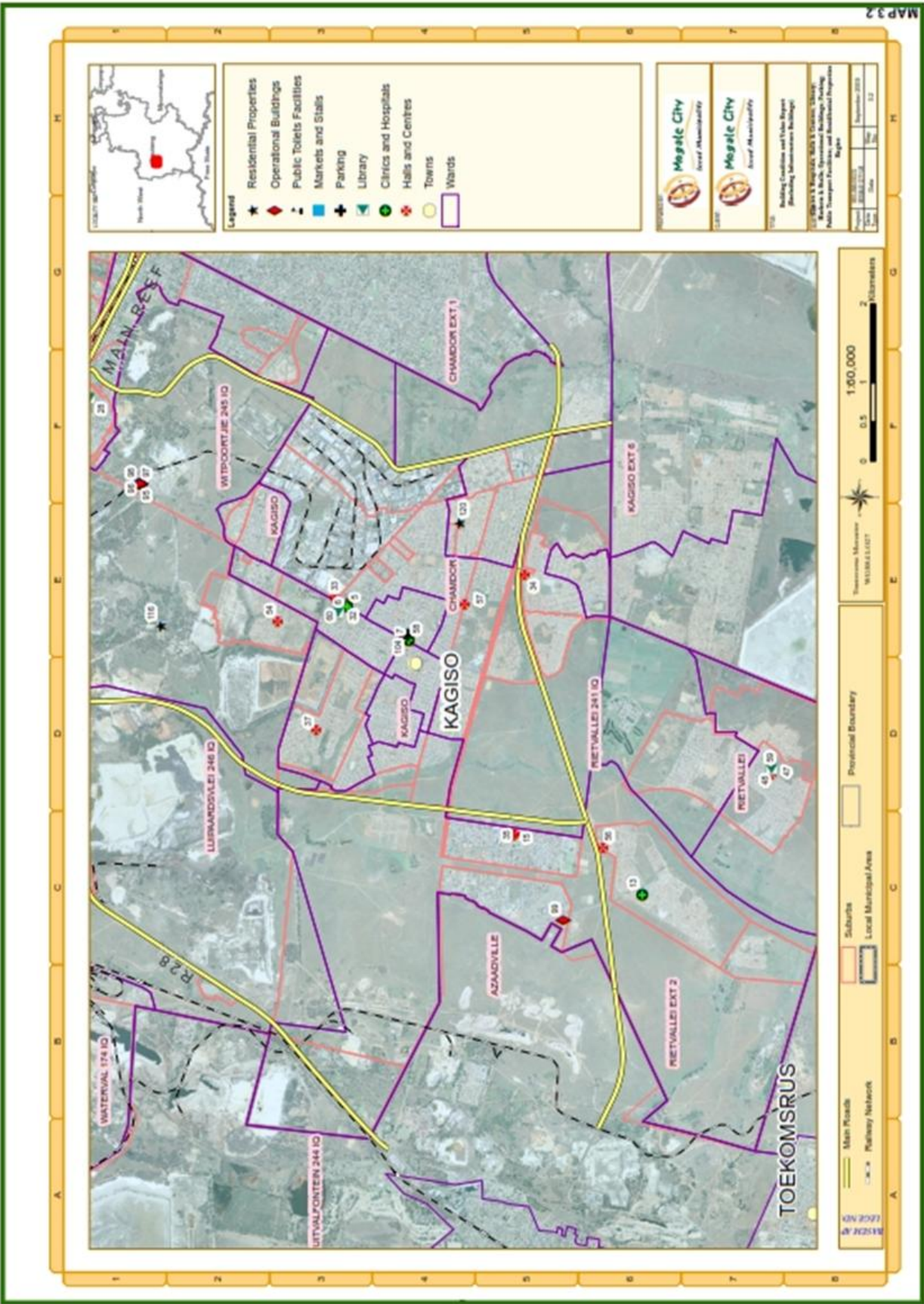


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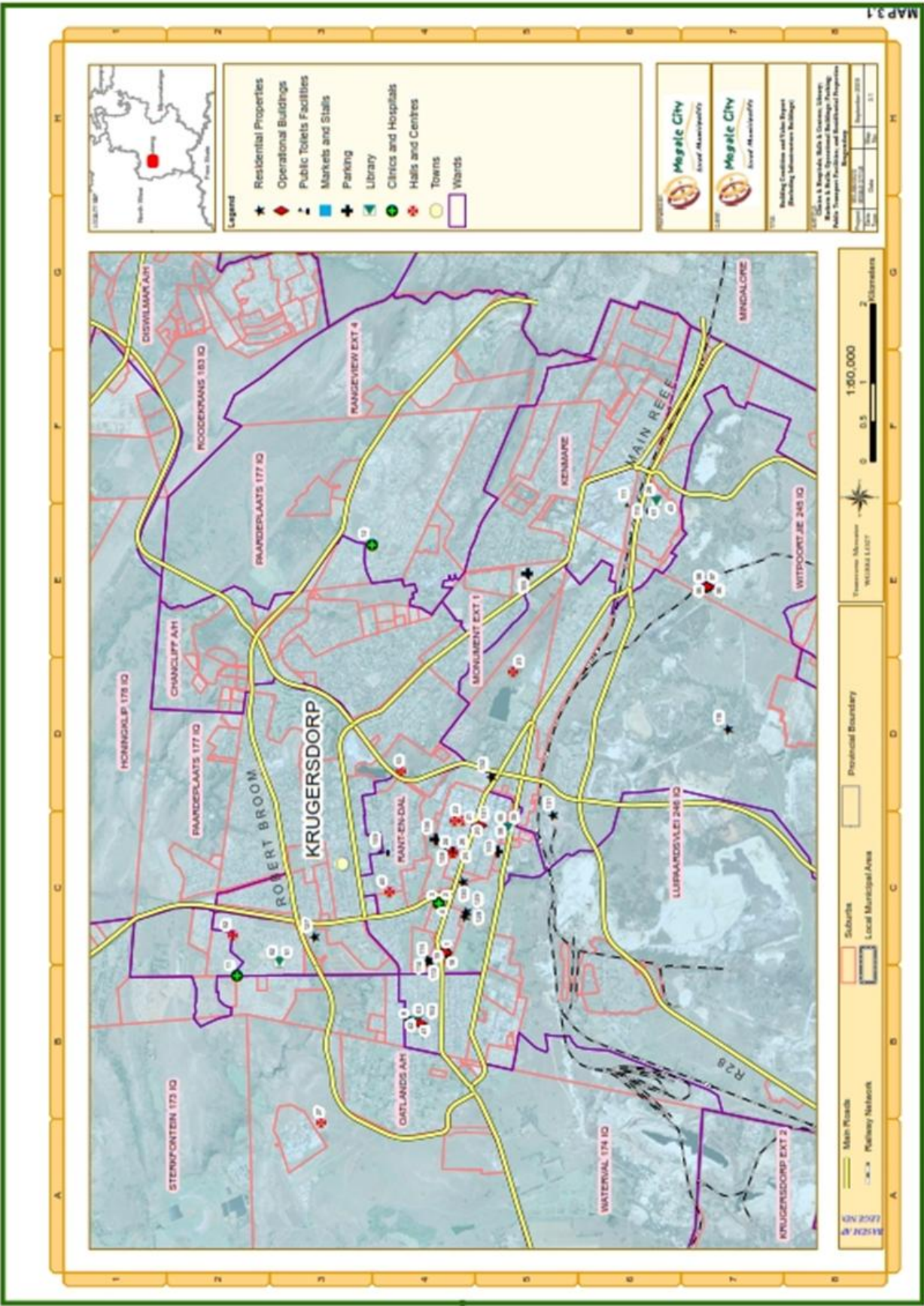


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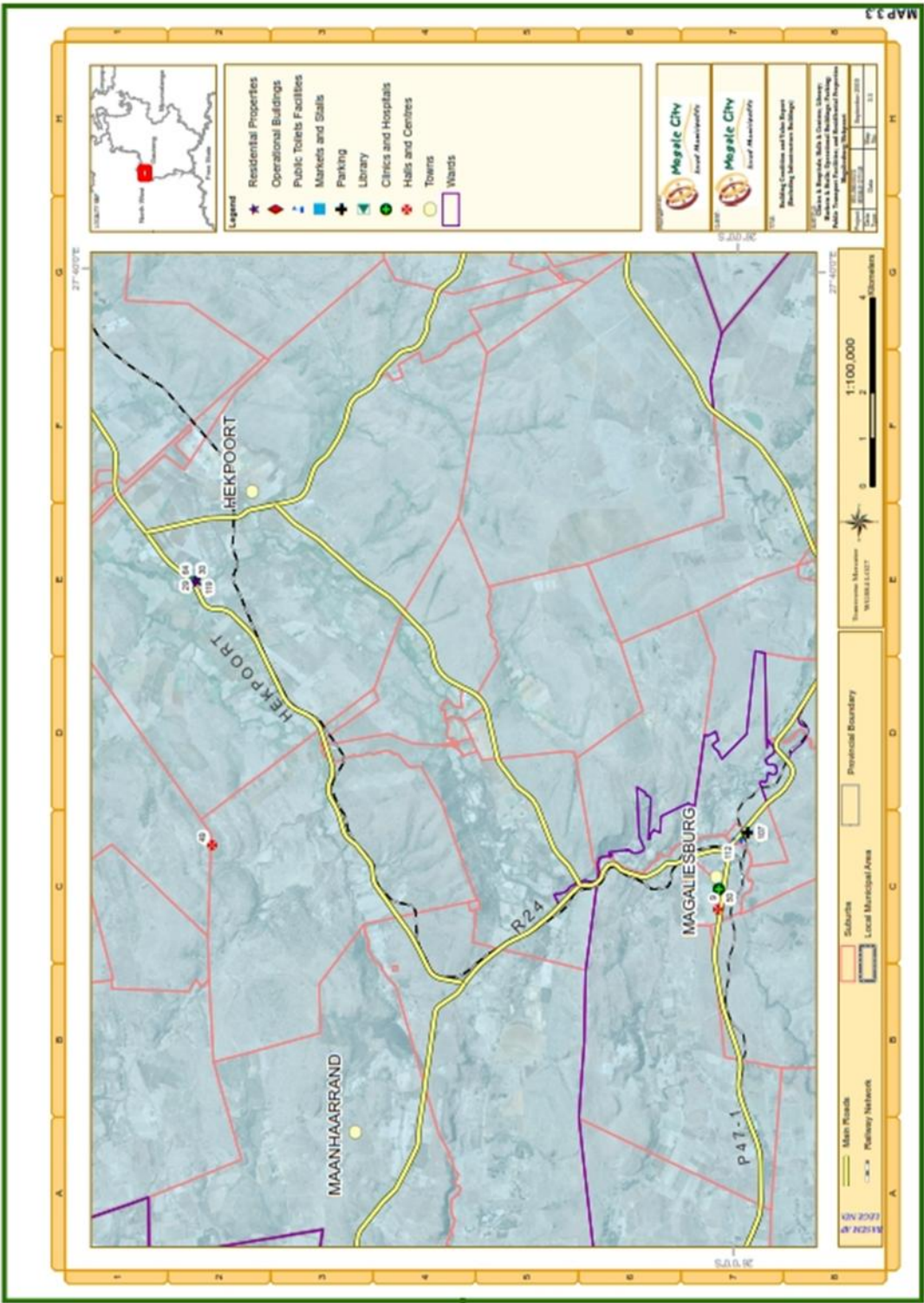




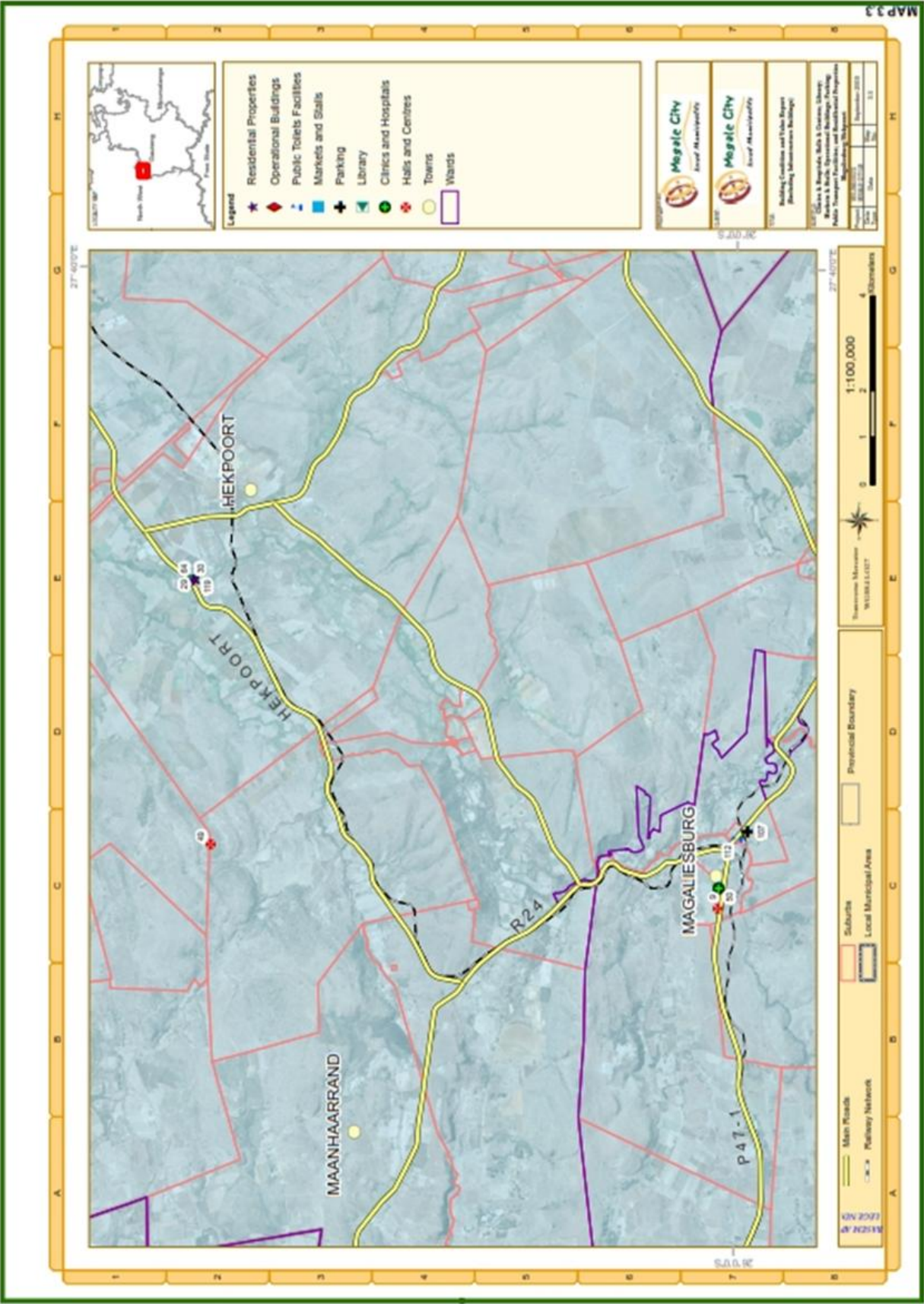
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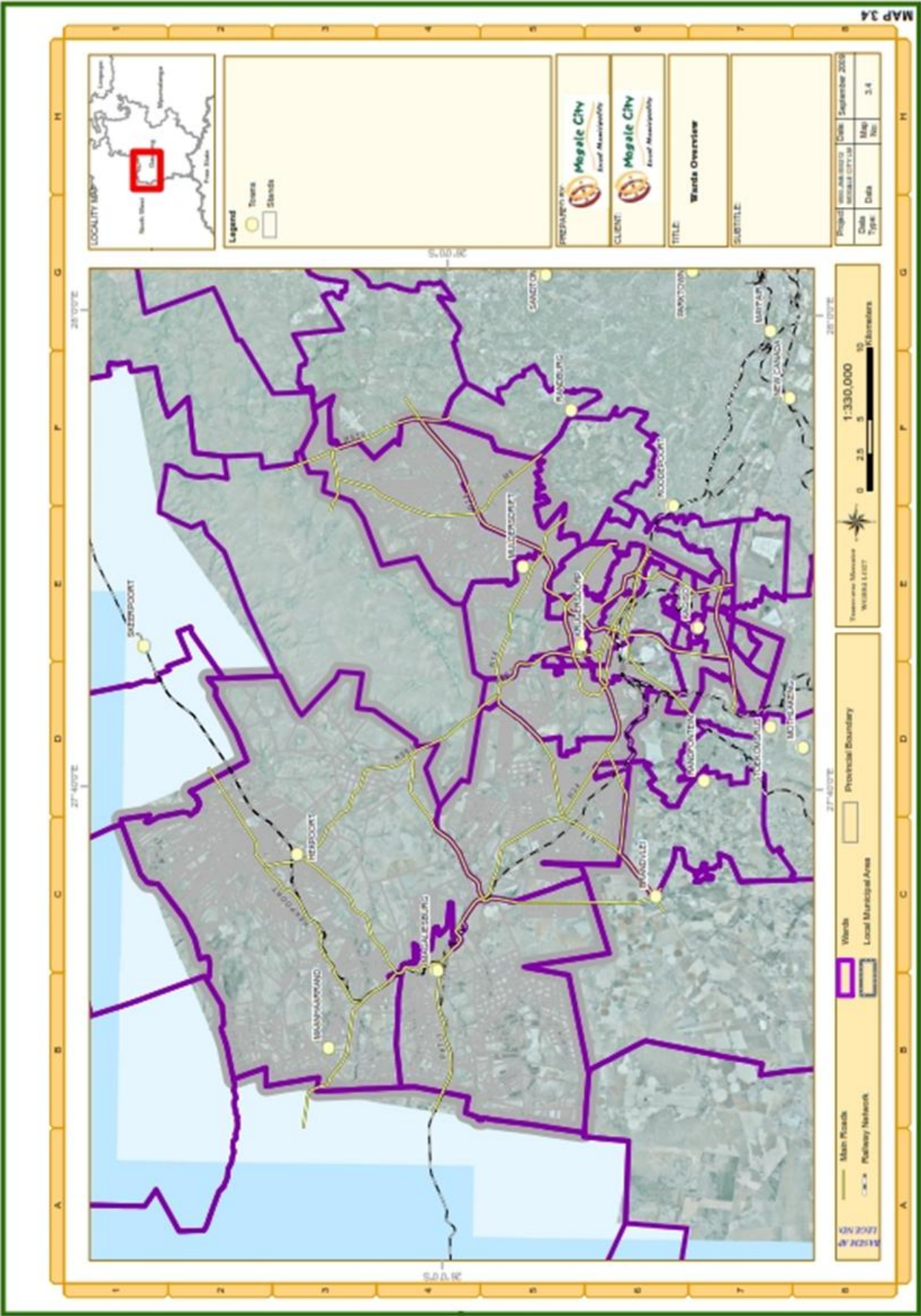
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C4.2 MOGALE CITY AREA BREAKDOWN.

Municipality		Contractor	
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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/AZAADVILL	Administration of Libraries
MBL 13506	AZAADVILL PUTT-PUTT COUR	Administration Support Buildings
MBL 13507	SPORT COMPLEX AZAADVILLE	Administration of Sports Facilities
MBL 13508	SWIMMING POOL AZAADVILLE	Administration of Sports Facilities
MBL 13512	COMMUNITY CENTRE BURGERSHOOP	Community Facility Management
MBL 13541	DAM LAYOUT PRETORIUSPARK	Building Maintenance
MBL 13542	TRAFFIC DEPARTMENT DELPOR	Administration Support Buildings
MBL 13543	DELPORTEN LICENCE DEPT	Administration Support Buildings
MBL 13544	DELPORTEN TESTING GROUNDS	Administration Support Buildings
MBL 13545	EARLY CHILDHOOD CENTRE	Community Facility Management
MBL 13548	FLIP HUMAN SEWER WORKS HOUSING	Administration Support Buildings
MBL 13555	JACK SCHMIEDT BUILDING	Administration Support Buildings
MBL 13556	LIBRARY & CRAFT CENTRE	Administration of Libraries
MBL 13557	RECREATION CENTRE HEKPOORT	Administration of Sports Facilities
MBL 13575	JUKSKEI COURT	Administration Support Buildings
MBL 13576	MULTI PURPOSE CC KAGISO	Community Facility Management
MBL 13577	HALL KAGISO	Community Facility Management
MBL 13579	LIBRARY KAGISO	Administration of Libraries
MBL 13580	KAGISO PARKS	Building Maintenance
MBL 13581	SPORT COMPLEX KAGISO	Administration of Sports Facilities
MBL 13582	SWIMMING POOL KAGISO	Building Maintenance
MBL 13583	KAGISO TIPSITE	Administration Support Buildings
MBL 13584	CEMETARY KAGISO	Administration Support Buildings
MBL 13585	KENNELS (MUNSIEVILLE HOST	Administration Support Buildings
MBL 13587	CLUBHOUSE: KHOSA CLUB	Administration of Sports Facilities
MBL 13591	KRUGERSDORP CEMETERY CH	Administration Support Buildings
MBL 13592	HOUSE KRUGERSDORP CEMETARY	Administration Support Buildings
MBL 13593	KRUGERSDORP CEMETERY & BU	Administration Support Buildings
MBL 13594	CIVIC CENTRE CENTRAL	Administration Support Buildings
MBL 13595	BUILDINGS (CIVIC CENTRE)	Administration Support Buildings
MBL 13596	BUILDINGS (LIBRARIES)	Administration of Libraries
MBL 13597	KRUGERSDORP MARATHON CLUB	Administration of Sports Facilities
MBL 13598	SWIMMING POOL KRUGERSDORP	Administration of Sports Facilities
MBL 13609	LIBRARY LEWISHAM	Administration of Libraries
MBL 13611	LANDFILL SITE LUIPAARDSVLEI	Administration Support Buildings
MBL 13612	COMMUNITY CENTRE LUSAKA	Community Facility Management
MBL 13613	CRECHE/ LUSAKA	Administration of Libraries
MBL 13614	LIBRARY LUSAKA	Administration of Libraries
MBL 13615	LUSAKA PAKRS	Building Maintenance
MBL 13616	SPORT COMPLEX LUSAKA	Administration of Sports Facilities
MBL 13617	CEMETARY MAGALIESBERG	Administration Support Buildings
MBL 13618	CIVIC CENTRE MAGALIESBERG	Administration Support Buildings
MBL 13619	MULTI PURPOSE CC (UBUNTU)	Community Facility Management

Municipality		Contractor	
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MBL 13620	LANDFILL SITE MAGALIESBERG	Administration Support Buildings
MBL 13621	MAGALIESBERG RECREATION C	Administration of Sports Facilities
MBL 13623	MAGISTRATE BUILDING (MUS	Administration Support Buildings
MBL 13624	MARKET BUILDING (CIVIC CENTRE)	Administration Support Buildings
MBL 13625	MC LEAN PARK	Building Maintenance
MBL 13626	CHAMDOR YARD	Administration Support Buildings
MBL 13627	FLATS (MAGALIESBERG)	Administration Support Buildings
MBL 13628	MINDALORE LAPA	Building Maintenance
MBL 13629	MINDALORE PARK	Building Maintenance
MBL 13630	MULDERSDRIFT MPCC	Community Facility Management
MBL 13631	LIBRARY MULDERSDRIFT	Administration of Libraries
MBL 13632	SPORT COMPLEX MULDERSDRIFT	Administration of Sports Facilities
MBL 13633	MUNICIPAL YARD & BUILDING	Administration Support Buildings
MBL 13634	MUNISIVIELLE MPCC	Community Facility Management
MBL 13635	HOSTEL MUNSIEVILLE	Administration Support Buildings
MBL 13636	MUNSIEVILLE PARKS	Building Maintenance
MBL 13637	SPORTS COMPLEX MUNSIEVILLE	Administration of Sports Facilities
MBL 13638	MUNSIEVILLE COMMUNITY CENTRE	Community Facility Management
MBL 13639	LIBRARY MUNSIEVILLE	Administration of Libraries
MBL 13640	N/R/M COMMUNITY CENTRE	Community Facility Management
MBL 13641	HALL NELSON MANDELA	Community Facility Management
MBL 13642	NETBALL COURTS	Administration of Sports Facilities
MBL 13643	HEKPOORT MPCC	Community Facility Management
MBL 13644	NURSARY & BUILDINGS (GREE	Building Maintenance
MBL 13649	PARKS	Building Maintenance
MBL 13650	PARKS HOUSE: OFFICE CORO	Building Maintenance
MBL 13651	PAKRS HOUSING WORKERS	Building Maintenance
MBL 13652	PARK OFFICES (CORONATION	Building Maintenance
MBL 13653	HALL PAUL KRUGER	Community Facility Management
MBL 13654	HOUSE: 61 GOLD STREET	Administration Support Buildings
MBL 13657	PERCY STEWART WCW HOSTEL	Administration Support Buildings
MBL 13658	PERCY STEWART WCW WORKSHOP	Administration Support Buildings
MBL 13659	PERCY STEWART WCW SEWER WORKS	Administration Support Buildings
MBL 13660	FLATS PIONEER	Administration Support Buildings
MBL 13663	BUILDINGS (OFFICES)	Administration Support Buildings
MBL 13664	FLATS PRESIDENT	Administration Support Buildings
MBL 13665	PRETORIUS PARKS KIOSK	Administration Support Buildings
MBL 13666	PUBLIC FACILITIES AUCTION	Administration Support Buildings
MBL 13667	PUBLIC FACILITIES AZAADVILLE	Administration Support Buildings
MBL 13668	PUBLIC FACILITIES BURGESHOOOP	Administration Support Buildings
MBL 13670	PUBLIC FACILITIES KAGISO	Administration Support Buildings
MBL 13671	PUBLIC FACILITIES KRONINGSP	Administration Support Buildings
MBL 13672	PUBLIC FACILITIES KRUGERSDORP	Administration Support Buildings
MBL 13673	PUBLIC FACILITIES LEWISHAM	Administration Support Buildings
MBL 13674	PUBLIC FACILITIES LIBRARY	Administration Support Buildings
MBL 13675	PUBLIC FACILITIES LUIPAARDSVLEI	Administration Support Buildings
MBL 13676	PUBLIC FACILITIES MUNSIEVILLE	Administration Support Buildings

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

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

Municipality		Contractor	
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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.		
Municipality		Contractor	

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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