



## DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**TENDER NO: PWRT (B&F) 07/2023**

**TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 3 EB OR 2EB PE OR HIGHER FOR ELECTRICAL MAINTENANCE AND REPAIRS 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	
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	
Tax Compliance Status & PIN	
CENTRAL SUPPLIER DATABASE (CSD)	MAAA

**Prepared for:**

Mogale City Local Municipality  
P O Box 94  
Krugersdorp

**Prepared By:**

Mogale City Local Municipality,  
Department of Public Works, Roads and Transport  
P O Box 94

1740

KRUGERSDORP

1740

Tel: 011 668 0702/3

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

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDING ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS.

Part T1: Tendering Procedures

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## MOGALE CITY LOCAL MUNICIPALITY



### THE TENDER:

### PART T1: TENDERING PROCEDURES

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED ON AN AS AND WHEN REQUIRED BUILDING FOR THE PERIOD OF THREE (3) YEARS.

Part T1: Tendering Procedures

T1.2 Tender Data

## PART T1: TENDERING PROCEDURES

### T1.1 Tender Notice and Invitation to Tender

MBD 1



## PART A INVITATION TO BID

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

BID NUMBER:	PWRT (B&F) 07/2023	CLOSING DATE:	TUESDAY 23 AUGUST 2022	CLOSING TIME:	11:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 3 EB OR 2EB PE OR HIGHER FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Mogale City Civic Centre**

**Corner Commissioner and Market Streets**

**Mogale City**

**Krugersdorp**

**1740**

### SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED	NOT APPLICABLE	TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Public Works, Roads & Transport
CONTACT PERSON	Ofentse Matsose	CONTACT PERSON	Ronald Mangope
TELEPHONE NUMBER	011 951 2014/2177/2541	TELEPHONE NUMBER	011 668 0733/ 071 855 4786
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	Ronald. Mangope @mogalecity.gov.za
E-MAIL ADDRESS	Ofentse.matsose@mogalecity.gov.za	Ronald. mangope @mogalecity.gov.za	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b> 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b> 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI <input type="checkbox"/> YES <input type="checkbox"/> NO <b>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.</b>

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: .....

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED ON AN AS AND WHEN REQUIRED BUILDING FOR THE PERIOD OF THREE (3) YEARS.

Part T1: Tendering Procedures

T1.2 Tender Data

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ADVERTISED IN: The Star

PUBLISHING DATE: Friday 22 July 2022

TENDER NO: PWRT (B&F) 07/2023

### MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Public Works Roads & Transport: Building and Facilities

#### **TENDER NO: PWRT (B&F) 07/2023**

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#### **Adjudication: 80/20**

Tenders will be evaluated using functionality evaluation criteria of **60 points** of which the contractor is required to score the minimum of **30 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution** in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points(80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant contributor</b>	<b>0</b>

Technical Enquiries: Henk Spamer /  
Ronald Mangope

Tel: (011) 951 2048 / 067 066 9927/  
(011) 668 0733 071 855 4786

Tender Documents: Ofentse Matsose

Tel: (011) 951 2580 /2177/2541

**Documents available:** As from **Wednesday 27 July 2022** on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**Closing date: Tuesday 23 August 2022**

**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.

### **COMPULSORY TENDER DOCUMENTS:**

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**  
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Certified Copies of ID's of members / directors and shareholders**
3. **The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.**
4. **A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or**
5. **If the Bidding Entity operates from informal settlement and is not responsible for Municipal account, the bidder must submit a Sworn Affidavit with and original stamp from the Commissioner of Oaths.**
6. **If the Bidding Entity operates from parents' place and is not responsible for Municipal account, the bidder must submit the owner's Municipal account and a Sworn Affidavit with and original stamp from the Commissioner of Oaths;**
7. **Sign Declaration of Municipal Account**
8. **Central Supplier Database (CSD) registration summary report**
9. **Completed and Signed Schedule of Quantities**
10. **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.**
11. **MBD 1: Invitation to tender**
12. **MBD 4. Declaration of Interest.**
13. **MBD 6.1 Preferential Points**
14. **MBD 8: Declaration of bidders past supply chain management practices**
15. **MBD 9: Certificate of independent bid determination.**

### **BIDDING TENDER CONDITIONS:**

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ [www.csd.gov.za](http://www.csd.gov.za)
1. 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.
2. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
3. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
4. A trust, consortium or joint venture will qualify for points for the BBEE status level as a legal entity, provided that the entity submits their consolidated BBEE status level certificate. If a bidder does not submit a certificate substantiating the BBEE status level of contribution/ and Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBEE component.
5. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
6. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to

represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.

7. No late tender will be accepted.
8. Telefax or e-mail tenders will not be accepted.
9. Tenders may only be submitted on the bid documents as provided by Mogale City.
10. The use of tipp-ex is not allowed on the bid documents.
11. Bids completed in pencil will be regarded as invalid bids.
12. No page(s) may be removed from the original tender document
13. No electronic signature will be accepted the bidder's signature must always be signed by hand in black ink.
14. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
15. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
16. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
17. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
18. The validity period for this tender is one hundred and twenty (120) days.
19. A Corporate social responsibility contribution of two (2) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
20. The Municipality reserves the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
21. The Municipality reserves the right to appoint and not to appoint.
22. All tender prices must be inclusive of VAT for all registered VAT vendors.
23. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
24. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
25. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
26. Bids will be opened immediately after the closing date and time in a venue to be indicated.
- 27. This tender may be awarded to more than one (1) bidder.**
28. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
29. The supply chain management policy of Mogale City Local Municipality allows 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.
30. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**MR MAKHOSANA MSEZANA**  
**MUNICIPAL MANAGER**

**PART T1: TENDERING PROCEDURES****T1.2 Tender Data****T1.2.1 Conditions of Tender**

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

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

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

**T1.2.2 Tender Data**

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

**The additional Conditions of Tender are:**

<b>Clause Number</b>	<b>Tender Data</b>
F.1.1	The Employer is, <b>Mogale City Local Municipality</b>
F.1.2	<p>The tender documents issued by the Employer comprise of:</p> <p><b>Part T1: Tendering Procedures</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>Part C1: Agreement and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Forms of Securities</p> <p><b>Part C2: Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b>  C3.1 Description of the Works  C3.2 Engineering  C3.3 Procurement  C3.4 Construction  C3.5 Management of the Works  C3.6 Project Specifications  C3.7 Health and Safety Specifications  C3.8 Environmental Management During Construction</p> <p><b>Part C4: Site Information</b>  C4.1 Site Information</p>

<b>Clause Number</b>	<b>Tender Data</b>
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
F.1.4	<p>The Employer's agent is:</p> <p>Contact Person : <b>Sebaka Ramareemela</b></p> <p>Company Name : <b>Department of Public Works, Roads and Transport</b></p> <p>Address : <b>Mogale City Local Municipality, P O Box 94 KRUGERSDORP 1740</b></p> <p>Telephone : <b>(011) 668 1702/3 : 083 788 7034</b></p> <p>Facsimile : <b>N/A</b></p> <p>Email Address : <b>Sebaka.ramareemela@mogalecity.gov.za</b></p>
F.1.5	<p><b>The Employer's right to accept or reject any tender offer:</b></p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.</p>
F.1.6.1	<p><b>Data pertaining to targeted procurement</b></p> <p>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.</p>
F.1.6.2	<p><b>Corporate Social Responsibility</b></p> <p>A two (2) percent 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.</p>
F.1.6.3.1	Tenderers shall submit their proposals. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.
F.2.1	<p><b>Eligibility Criteria and Requirements</b></p> <p><b>CIDB Registration and Grading:</b></p> <ol style="list-style-type: none"> <li>Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for <b><u>3 EB OR 2EB PE OR HIGHER</u></b> class of construction work, are eligible to submit tenders.</li> <li>Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b><u>3 EB OR 2EB PE OR HIGHER</u></b> class of construction work; and</li> <li>Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>Every member of the joint venture is registered with the CIDB;</li> <li>The lead partner has a contractor grading designation in the <b><u>3EB OR 2EB PE OR HIGHER</u></b> class of construction work; and</li> <li>The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b><u>3 EB OR 2EB PE OR HIGHER</u></b> class construction work.</li> </ol> </li> <li>Information to be submitted with the tender: The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.</li> </ol>

Clause Number	Tender Data
F.2.7	The arrangements for the compulsory Project Briefing Session are: Date: Refer to Invitation to Tender Venue: Refer to Invitation to Tender Enquiries may be directed to Maropeng Mokhatla Tel: 011 951 2014/2177/2541 / 071 884 6958 Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.13.	The tenderer must submit one tender offer only in a sealed envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are: <b>Location of tender box:</b> Reception desk of the Supply Chain Management Unit upper level of the West Wing of the Mogale City Civic Centre <b>Physical Address:</b> Corner Commissioner and Market Street in Krugersdorp. <b>Identification Details:</b> Tender reference number, Title of Tender Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers
F.2.13.6	This tender will be submitted as a <b>1 envelope tender document</b>
F.2.13.10	<b>Additional Clause:</b> All annexures (for the Returnable Schedules) must be submitted in a <b>separately bound document</b> together with the tender document.
F.2.15.1	Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
F.2.16	All Bids shall remain <b>valid for a period of one hundred and twenty (120) days</b> after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.
F.2.23	The Tenderer must provide the following with his submitted bid document. T2.2.1 Record of Addenda to Tender Documents T2.2.2 Compulsory Enterprise Questionnaire T2.2.3 Authority of Signatory T2.2.4 MCLM Corporate Social Responsibility T2.2.5 Proposed Amendments and Qualifications T2.2.6 Declaration of Interest T2.2.7T2.2.8 Preference Points Claim Form T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices T2.2.10 Certificate of Independent Bid Determination T2.2.11 Capacity to Execute Work T2.2.12 Key Personnel/Project Team T2.2.13 Previous Experience T2.2.14 Financial Capacity T2.2.15 Schedule of Proposed Subcontractors T2.2.16 Rates for Special Materials T2.2.17 Tax Clearance Certificate T2.2.18 Declaration of Good Standing Regarding Income Tax T2.2.19 B-BBEE Certification T2.2.20 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.21 Municipal Accounts T2.2.22 Occupational Health and Safety Questionnaire

Clause Number	Tender Data
F.2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions:  Tenders will be opened in public.  Tender names and total prices, where practical will be read out.
F.3.8	Tenders will be deemed non-responsive if the following conditions are not met: <ul style="list-style-type: none"> <li>• The contractors fails to comply with the pre-qualification criteria for preferential procurement.</li> <li>• The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender</li> <li>• The contractors fails to submit a valid CIDB certificate</li> </ul>
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.  Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution.  The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work".  <b><u>FUNCTIONALITY EVALUATION CRITERIA</u></b>  Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage: <ol style="list-style-type: none"> <li>1. Failure to achieve the <b>minimum total score of 30 points out of 60 points</b></li> <li>2. Failure to score the <b>minimum points in <u>each</u> Criteria section (1, 2 AND 3)</b> listed in the table below.</li> <li>3. If the bidder achieves a total score equal to or above the minimum of <b>30 points</b> but fails to reach the minimum points stipulated for each criteria (1,2 AND 3) the bid will be deemed as non-compliant and will be rejected.</li> </ol>

## FUNCTIONALITY EVALUATION CRITERIA UP

- 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.

### Bid Criteria:

Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage:

- Failure to achieve the **minimum total score of 30, points out of 60 points.**
- Failure to score the **minimum points in each Criteria section** (1, 2 and 3) listed in the table below, If the bidder achieves a total score equal to or above the minimum of 30 points but fails to reach the minimum points stipulated for each criterion (1, 2 and 3) the bid will be deemed as non-compliant and will be rejected.

<b>1. Plant, Equipment and Resources</b>					
<i>Vehicles: Proof of ownership will be valid registration documents.</i>					
<i>Equipment: A proof of ownership must be submitted on a company letterhead stating the equipment to be used on the project are owned by the company.</i>					
<i>OR if hiring, letter from hiring company stating permission to use vehicle/equipment for this project should be attached. ( <b>this letter should not be more than 12 months old</b> )</i>					
Item	Equipment	Points		Weight	Min
1.1	Minimum of 2x Vehicle (LDV): Submit registrations documents as proof of ownership; Or Letter of intent from the hiring company	10		10	5
		5			
		Owed	hired		
1.2	Safety harnesses	2	1	2	1
1.3	Generator	2	1	2	1
1.4	Infra-Red Thermometer (Hot Wiring)	2	1	2	1
1.5	Mobile stackable scaffolding (6m)	2	1	2	1
1.6	Assorted Power Tools (Drills, Angle Grinders, Jig Saw)	2	1	2	1
				<b>20</b>	<b>10</b>

Item	Personal	Weight	Minimum
2.1	<p>Site Agent (Supervisor/ Foreman) with a NQF Level 5 (N6 Certificate or above in Electrical Engineering), and must have a trade test and wireman's licence that is registered with department of labour and must be valid. With minimum five (5) years' experience after qualification <b>(5 points).</b></p> <p>OR</p> <p>Site Agent (Supervisor/ Foreman) with a NQF Level 5 (N6 Certificate or above in Electrical Engineering), and must have a trade test and wireman's licence that is registered with department of labour and must be valid. With minimum ten (10) years' experience after qualification <b>(10 points).</b></p>	10	5
2.2	<p><b><u>Minimum of 2 x Qualified Electrician Required</u></b></p> <p>With a trade test and minimum of two to three (2-3) years' experience after qualification <b>(5 points).</b></p> <p>OR</p> <p>With trade test and minimum of four to six (4-6) years' experience after qualification <b>(7 points).</b></p> <p>OR</p> <p>With a valid trade test and minimum of seven to ten (7-10) years' or more experience after qualification <b>(10 points).</b></p>	10	5
2.3	<p><b><u>Minimum of 2 x Assistant Electricians Required</u></b></p> <p>(N3 or higher certificate in Electrical Engineering/ short course</p>	5	5
		<b>25</b>	<b>15</b>

Item	Experience	Weight	Min
3.1	<p>Minimum of one (1) to four (4) projects completed with combined value of over R 4 000 000.00 <b>(05 points)</b>.</p> <p>OR</p> <p>Five (5) to (9) projects completed <del>in</del> with combined value of over R 6 000 000.00 <b>(10 points)</b>.</p> <p>OR</p> <p>More than ten (10) projects completed with combined value of over R 8 000 000.00 <b>(15 points)</b>.</p>	15	5
<b>Total</b>			<b>30</b>

- 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 **30** points out of the **60** 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.

### T1.2.3 Annex 1

#### Standard Conditions of Tender

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

#### F.1 General

##### F.1.1 Actions

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

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

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

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

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and Employer's Agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive Negotiation Procedure**

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

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the

provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

### **F.1.6.3 Proposal Procedure Using the Two Stage-System**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

### **F.2 Tenderer's Obligations**

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of Tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

**F.2.3 Check Documents**

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

**F.2.4 Confidentiality and Copyright of Documents**

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

**F.2.5 Reference Documents**

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

**F.2.6 Acknowledge Addenda**

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

**F.2.7 Clarification Meeting**

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

**F.2.8 Seek Clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the Tender Offer**

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

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

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

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

#### **F.2.11 Alterations to Documents**

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

#### **F.2.12 Alternative Tender Offers**

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

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

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

#### **F.2.13 Submitting a Tender Offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing Time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

**F.2.16 Tender offer Validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

**F.2.17 Clarification of Tender Offer After Submission**

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

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

**F.2.18 Provide Other Material**

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

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

**F.2.19 Inspections, Tests and Analysis**

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

**F.2.20 Submit Securities, Bonds and Policies**

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

**F.2.21 Check Final Draft**

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

**F.2.22 Return of Other Tender Documents**

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

**F.2.23 Certificates**

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

**F.3 The Employer's Undertakings**

**F.3.1 Respond to Requests from the Tenderer**

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return Late Tender Offers**

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

#### **F.3.4 Opening of Tender Submissions**

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

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

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

#### **F.3.5 Two-Envelope System**

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

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

#### **F.3.6 Non-Disclosure**

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

#### **F.3.7 Grounds for Rejection and Disqualification**

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

#### **F.3.8 Test for Responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **F.3.9      Arithmetical Errors, Omissions and Discrepancies**

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices

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

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

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

**F.3.10 Clarification of a Tender Offer**

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

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

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

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

Contractor Grading Designation	Tender Value Range Designation	Less Than or Equal to (R)
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	"No limit"

*Information regarding the CIDB can be obtained from their website:*

**[www.cidb.org.za](http://www.cidb.org.za)**

## APPLICATION

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

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

4. An organ of state must-

(a) determine and stipulate in the tender documents-

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

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

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

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

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

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

(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

## **PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

- 4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-
- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
  - (b) an EME or QSE;
  - (c) a tenderer subcontracting a minimum of 30% to-
    - (i) an EME or QSE which is at least 51% owned by black people;
    - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
    - (iii) an EME or QSE which is at least 51% owned by black people who are women;
    - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
    - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
    - (vi) a cooperative which is at least 51% owned by black people;
    - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
    - (viii) an EME or QSE.
- (2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

### **F.3.11 Evaluation of Tender Offers**

#### **F.3.11.1 General**

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

## **TENDERS TO BE EVALUATED ON FUNCTIONALITY**

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
- (a) the evaluation criteria for measuring functionality;

- (b) the points for each criteria and, if any, each sub-criterion; and
  - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
  - (b) may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

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

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

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

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.

- 2) The following table must be used to calculate the points out of 10 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (c) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the

organ of state must cancel the tender.

#### 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-

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

3) The following table must be used to calculate the points out of 10 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

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

Where

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

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

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

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

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

#### F.3.11.8 Scoring preferences

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

#### **F.3.11.9 Scoring functionality**

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

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

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

Where:

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

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

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

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

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

#### **F.3.14 Prepare contract documents**

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

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

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

#### **F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F3.19 Transparency in the procurement process**

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

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

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

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

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

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

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

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REQUIRED BUILDING FOR THE PERIOD OF THREE (3) YEARS.

Part T1: Tendering Procedures

T1.2 Tender Data

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

## MOGALE CITY LOCAL MUNICIPALITY



### THE TENDER:

### PART T2: RETURNABLE DOCUMENTS

## 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 T2.2.8 Preference Points Claim Form
- T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10 Certificate of Independent Bid Determination
- T2.2.11 Capacity to Execute Work
- T2.2.12 Key Personnel/Project Team
- T2.2.13 Previous Experience
- T2.2.14 Financial Capacity
- T2.2.15 Schedule of Proposed Subcontractors
- T2.2.16 Rates for Special Materials
- T2.2.17 Tax Clearance Certificate
- T2.2.18 Declaration of Good Standing Regarding Income Tax
- T2.2.19 B-BBEE Certification
- T2.2.20 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.21 Declaration of Municipal Accounts
- T2.2.22 Occupational Health and Safety Questionnaire

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

## Check List

**T2.1.1 Check List for Tender Submission**

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

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
Cover	Cover page completed with Tenderer's details					
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
	Attached certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
	Attached CM29					
T2.2.5	Proposed Amendments and Qualifications					
T2.2.6	Declaration of Interest					
	Attach proof of authority if required					
T2.2.8	Preference Points Claim Form					
T2.2.9	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.10	Certificate of Independent Bid Determination					
T2.2.11	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.13	Previous Experience					
	Completion certificates/verification letter of successful completion by client attached					
T2.2.14	Financial Capacity					
	Bank rating certificate attached in separate bound document					
T2.2.15	Schedule of Proposed Sub-Contractors					
T2.2.16	Rates for Special Materials					
T2.2.17	Declaration of bidder's Municipal Account(s) attached.					
T2.2.18	Tax Clearance Certificate					
	Original tax clearance certificate attached in separate bound document or Tax compliance Pin number					
T2.2.19	Declaration of Good Standing Regarding Tax Income					
T2.2.20	B-BBEE Certificate					
	Sworn Affidavit					
T2.2.21	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.23	Occupational Health and Safety Questionnaire					
	Attach:					
	Management structure & organogram					
	Human resource plan					
	Letter of good standing					
	COVID Insurance					

**T2.2 Returnable Schedules****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:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2 Returnable Schedules****T2.2.2 Compulsory Enterprise Questionnaire**

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

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

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

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Turnover – Approximate turnover for each of the past three years**

Year 2016 R.....

Year 2017 R.....

Year 2018 R.....

Anticipated turnover for 2019 R. ....

**Section 7: Management and manpower resources**

Number of Supervisors .....

Number of Labourers .....

Number of Operators .....

Other Personnel (Specify) .....

Total number permanent employees .....

Total number contract employees .....

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALECITY LOCAL MUNICIPALITY OWNED BUILDING FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS.

**T2.2 Returnable Schedules**

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Signed .....

Date .....

Name .....

Position .....

Tenderer .....

T2.2 Returnable Schedules

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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. . . . .

**T2.2 Returnable Schedules****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 .....

---

### T2.2.3.3 JOINT VENTURE INFORMATION

#### (COMPLETE ONLY IF APPLICABLE)

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

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

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %

.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %

.....

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

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

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

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

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

The contract has been awarded to another bidder

or

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

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

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

**T2.2 Returnable Schedules**

---

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

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



## T2.2.4 MCLM CORPORATE SOCIAL RESPONSIBILITY

### Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non Mogale City based Services Providers will contribute two (2%) percent of the Contract value to Mogale City.

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 .....

**T2.2 Returnable Schedules****T2.2.5 Proposed Amendments and Qualifications**

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

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

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

Page	Clause or item	Proposal

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

T2.2.6



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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.

<sup>2</sup> 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:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



MBD 6.1

## MOGALE CITY LOCAL MUNICIPALITY

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to **exceed** R50 Million (all applicable taxes included) and therefore the **.....80/20...** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

1.4 (a) PRICE

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

1.6 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**T2.2 Returnable Schedules**

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

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

**T2.2 Returnable Schedules**

- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

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

**4. POINTS AWARDED FOR PRICE****4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

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

**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 comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

**6. BID DECLARATION**

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

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

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

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

**8. SUB-CONTRACTING**

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

**SUBCONTRACTING AS CONDITION OF TENDER**

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

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

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

(a) an EME or QSE;

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

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

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

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

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

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

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

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

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**9.6 COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

**10. Previous experience**

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

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

**10.1 Staffing Profile**

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

Name	Position in your organization	Qualifications	Experience

**10.2     Infrastructure and resources available to execute this contract****10.2.1 Physical facilities**

Description	Address	Area (m <sup>2</sup> )

**10.3     Plant and equipment**

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

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

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

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDING FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS.

T2.2 Returnable Schedules

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(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).</b>	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)?  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<b>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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

## T2.2 Returnable Schedules

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<b>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?</b>	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 .....

T2.2.10



**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.2 Returnable Schedules****T2.2.11 Capacity to Execute Work**

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**T2.2 Returnable Schedules****T2.2.12 Key Personnel/Project Team**

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

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

Designation	Name of Nominee	Nationality	Summary of		HDI Status Yes/No	NQF Certified Yes/No
			Qualifications	Experience and Present Occupation		
Site Agent						
Electrician						
Electrician						
Assistant Electrician						
Assistant Electrician						
Other (Indicate)						

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## CV Template

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

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

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

## Artisan Electrician

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

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

## Artisan Electrician

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

## CV Template

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

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

## CV Template

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

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

**T2.2.13 Previous Experience**

Provide the following information on **relevant previous experience**. Indicate comparable projects of the construction in Civil works in the past 2 years. This information is material to the award of the Contract.

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

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

**THE FOLLOWING TABLE MUST BE COMPLETED**

EMPLOYER (Name and tel no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION	COMPLETION CERTIFICATE
<b>PROJECT 1:</b>				
<b>Name 1:</b>	Related Works:			
<b>Tel:</b>	Description:			
<b>Email:</b>				
<b>Name 2:</b>				
<b>Tel:</b>				
<b>Email:</b>				
<b>PROJECT 2:</b>				
<b>Name 1:</b>	Related Works			
<b>Tel:</b>	Description:			
<b>Email:</b>				
<b>Name 2:</b>				
<b>Tel:</b>				
<b>Email:</b>				
<b>PROJECT 3</b>				
<b>Name 1:</b>	Related Works:			

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**T2.2 Returnable Schedules**

<b>Tel:</b>	Description:			
<b>Email:</b>				
<b>Name 2:</b>				
<b>Tel:</b>				
<b>Email:</b>				

<b>PROJECT 4</b>				
<b>Name 1:</b>	Related Works:			
<b>Tel:</b>	Description			
<b>Email:</b>				
<b>Name 2:</b>				
<b>Tel:</b>				
<b>Email:</b>				

<b>PROJECT 5</b>	Related Works:			
<b>Name 1:</b>	Description:			
<b>Tel:</b>				
<b>Email:</b>				
<b>Name 2:</b>				
<b>Tel:</b>				
<b>Email:</b>				

**T2.2 Returnable Schedules****T2.2.14 Financial Capacity**

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

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

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

**BANK DETAILS**

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

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

Initials & Surname	Authorized Signatory	Date (yyyy/mm/dd)
Account Holder	<table border="1" style="width: 100%; height: 20px;"></table>	<table border="1" style="width: 100%; height: 20px;"></table>
Bank	<table border="1" style="width: 100%; height: 20px;"></table>	<table border="1" style="width: 100%; height: 20px;"></table>
Branch	<table border="1" style="width: 100%; height: 20px;"></table>	<table border="1" style="width: 100%; height: 20px;"></table>
Branch code	<table border="1" style="width: 100%; height: 20px;"></table>	
Account Number	<table border="1" style="width: 100%; height: 20px;"></table>	

Type of Account: Cheque Account ☐ Transmission Account ☐ Saving Account ☐ Other \_\_\_\_\_

Tender Amount R\_\_\_\_\_ Construction Period: \_\_\_\_\_ (months)

To be completed by the Bank

Initials & Surname (Bank Official)	Signature (Bank Official)	Date
Telephone Number (Bank Official)	<div style="border: 1px solid black; padding: 10px; text-align: center;"> <u>Date Stamp of Bank Certified as Correct</u> </div>	
Bank Code based on Tender Amount & Construction Period		
_____		

Confidential

Confidential

#### **T2.2.15 SUBCONTRACTING AS CONDITION OF TENDER**

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

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

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

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

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

**Schedule of Proposed Sub-Contractors**

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

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## **SUBCONTRACTING AFTER AWARD OF TENDER**

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

**T2.2.16 Rates for Special Materials**

Tenderer to Specify

<b>SPECIAL MATERIAL</b>	<b>UNIT*</b>	<b>RATE OR PRICE FOR THE BASE MONTH</b>

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

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

---

**T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting**

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

representative of (Tenderer).....

.....

of (address).....

.....

.....

Telephone number .....

Fax number .....

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

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

SIGNATURE OF TENDERER'S REPRESENTATIVE: .....

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T2.2 Returnable Schedules

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

**T2.2.19 Declaration of Good Standing Regarding Income Tax**

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

SOUTH AFRICAN REVENUE SERVICE

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

Attach original Tax Clearance Certificate to this page

---

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**


---

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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

Deponent Signature \_\_\_\_\_

Date: \_\_\_\_\_

---

 Commissioner of Oaths  
 Signature and Stamp

---

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**


---

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

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

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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**T2.2 Returnable Schedules**

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

Deponent Signature\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature and Stamp

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**T2.2 Returnable Schedules**

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**T2.2.20 B-BBEE Certification**

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**T2.2 Returnable Schedules**

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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 \_\_\_\_\_

**T2.2.22 MUNICIPAL ACCOUNTS**

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)****NAME OF BIDDING ENTITY.....**

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the MCLM irrespective of the contract value of the bid:

**NB: Please not that this declaration must be completed by all bidders**

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and MCLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following account/s of the bidding entity has reference:

**Municipality****Account number**

.....

.....

**(NB: if insufficient space above, please submit on a separate page)**

- (vi) **If the Bidding Entity operates from home/ family place and is not responsible for Municipal account, the bidder must submit Sworn Affidavit.**

	Yes	No
Bidding entity who operate from informal settlement		
Bidding entity who operate from a property owned by a director / member / partner		
Bidding entity who operates from somebody else's property		
Bidding entity who rent premises from a landlord		
Other (Please specify)		

**Sworn Affidavit Stamp**

- (vii) If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. (Applicable to Joint Venture / Consortium only)

	Yes	No
Bidding entity who operate from informal settlement		
1.		
2.		
Bidding entity who operate from a property owned by a director / member / partner		
1.		
2.		
Bidding entity who operates from somebody else's property		
1.		
2.		
Bidding entity who rent premises from a landlord		
1.		
2.		
Other (Please specify)		

Signed at ..... this ..... day ..... 20.....

Name of Duly Authorised Signatory (Please print) .....

Authorised Signature: .....

As witness: 1 .....

2 .....

**Sworn Affidavit Stamp**

--

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T2.2 Returnable Schedules

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

## T2.2 Returnable Schedules

## T2.2.23 Occupational Health and Safety Questionnaire

<b>1.</b>	<b>SHE POLICY, ORGANIZATION AND MANAGEMENT INVOLVEMENT</b>		
		<b>YES</b>	<b>NO</b>
<b>1.1</b>	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy.		
<b>1.2</b>	Does a SHE structure exist in your company?		
	Please provide details		
<b>1.3</b>	Are senior and middle management actively involved in the promotions of SHE?		
	<ul style="list-style-type: none"> <li>Periodical work area inspection</li> </ul>		
	<ul style="list-style-type: none"> <li>Regular Health and Safety meetings with personnel</li> </ul>		
<b>1.4</b>	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
<b>1.5</b>	Are annual SHE objectives included in your business plan?		
	Please provide example.		
<b>1.6</b>	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
<b>1.7</b>	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof.		
<b>2.</b>	<b>SHE TRAINING</b>	<b>YES</b>	<b>NO</b>
<b>2.1</b>	Is training provided to employees at the following Phases?		
	<ul style="list-style-type: none"> <li>When joining the company</li> </ul>		
	<ul style="list-style-type: none"> <li>When changing jobs within the company</li> </ul>		
	<ul style="list-style-type: none"> <li>When new plant or equipment needs to be operated</li> </ul>		
	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.		
<b>2.2</b>	What formal SHE training is provided specifically to:		
	<ul style="list-style-type: none"> <li>First line supervisors</li> </ul>		
	Middle and top management.		
	Please describe.		

## T2.2 Returnable Schedules

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

## T2.2 Returnable Schedules

4.3	During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above.		
5.	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>
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	<b>Do you have experience of project SHE plans?</b>		
	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	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>
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	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>
7.1	How do you manage your arrangements for dealing with emergencies?		

## T2.2 Returnable Schedules

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

**T2.2 Returnable Schedules**

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

## MOGALE CITY LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C1: AGREEMENTS AND CONTRACT DATA

**PART C1: AGREEMENTS AND CONTRACT DATA****C1.1 FORM OF OFFER AND ACCEPTANCE****C1.1.1 FORM OF OFFER****(Note: The Appendix, Annexures & Reports Form Part of the Tender)****THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER**

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

Tender No : **PWRT (B&F) 07/2023****Description of Works: FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS.**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: **FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY BUILDINGS AND FACILITIES FOR THE PERIOD OF THREE(3) YEARS** I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount (Rates)	VAT @ 15%	Amount (Incl. VAT)
<b>FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.</b>			

In words R.....

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

Our proposed construction period as from site handover:

Description	Construction Period (36 months)
<b>FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.</b>	

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

**C1.1.1 Form of Offer (Continued)**

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Tender documents, viz
    - Invitation to tender
    - Tender Data
    - Returnable Schedules (Schedule D)
    - Technical Data Sheets
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - Contract Data
    - Special Conditions of Contract;
    - Pricing schedule(s)
    - Scope of Works
    - Site Information
  - ii) General Conditions of Contract; (GCC 2015) and
  - iii) Drawings
  - iv) Annexures
  - v) Addendums
  - vi) Other .....
2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative (s) of both parties.
3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
 

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

**C1.1 Form of Offer and Acceptance**

The Construction /Performance Guarantee that I/We propose is: .....

From (Insurer Name)\*1 .....

\*1 – Letter of Intent to be provided

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

Name (Print) .....

Capacity .....

Signature .....

Name of Company .....

Date .....

**WITNESSES**

1. ....

2. ....

Date: .....

## C1.1 Form of Offer and Acceptance

## C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Mogale City Local Municipality, Department of Public Works, Roads and Transport P O Box 94 KRUGERSDORP 1740
Address of Engineer/Appointed Consultant	1.11.16	N/A
Address of Contractor	1.1.19	* ..... ..... ..... .....
Amount of Suretyship/ Construction Guarantee	8.6	
Time within Construction Guarantee to be provided	5.3.2	
Duration of Guarantee	8.2.1	
Time within which Works to be Commenced	5.3	
Programme to be furnished within	5.6	
Special Risks Insurance & SASRIA	8.6.1.2	
Amount of Special Risks Insurance	8.6.1.2	
Minimum Amount of Liability Insurance	8.6.1.3	* ..... per cent on the gross remuneration of the workmen and foreman actually engaged. * ..... per cent on nett cost of materials actually used.
Daywork allowances	6.5.1.2.3	
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	5.1	
Amount of penalty	5.13	R 1 500-00 per calendar day to a max of 10% of the certified value of work.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	0% percent
Limit of retention money	6.10.3	0% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	Not permitted
	Clause in GCC 2015	
Delivery of Contractor's final Statement	6.10.8	
Defects Liability Period	7.8	12 (twelve) months

## C1.1 Form of Offer and Acceptance

Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	6.8.2	<p>Contract Price Adjustment Schedule (SAFCEC) MCLMfficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data)</p> <p><math>x = 0,10</math>  <i>(General Engineering Works Routine)</i>  <math>aLt</math> (Labour) = 0,35      <math>bPt</math> (Plant) = 0,05  <math>cMt</math> (Material) = 0,55      <math>dFt</math> (Fuel) = 0,05</p> <p><i>(Civil Engineering as per SEIFSA indices)</i></p>
Price variation of Special Materials	6.8.3	As per Schedule

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

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

## C1.1 Form of Offer and Acceptance

**C1.1.3 FORM OF ACCEPTANCE****(To be completed by the Client – Mogale City Local Municipality on Tender Award)**

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

1. We in our capacities as:

Department

Name

Signature

Executive Manager:

Public Works,

Roads and Transport

Accept your tender under reference number: **PWRT (B&F) 07/2023: ELECTRICAL MAINTENANCE AND REPAIRS IN MCLM MUNICIPALITY OWNED BUILDINGS FOR THE PERIOD OF THREE (3) YEARS** indicated hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.
3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period 36 Months
<b>FOR ELECTRICAL, MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.</b>		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP
----------------

WITNESSES

1. ....

2. ....

DATE .....

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

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

---

**C1.1.3 Schedule of Deviations**
**Notes:**

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

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

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

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

**For the Tenderer:**

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

**Name(s)** .....

**Capacity** .....

.....

.....

**Name and** .....  
(name and address of organisation)

**Signature of** ..... **Date:**.....  
**Witness** .....

**For the Employer:**

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

**Name(s)** .....

**Capacity** .....

.....

.....

**Name and** .....  
(name and address of organisation)

**Signature of** ..... **Date:**.....  
**Witness** .....

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

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

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

REFERENCE TO:	CLAUSE	DATA
Contractor	1.1.1.9	Name:
		Address:
		Contact:
Contract Sum	1.1.1.10	Contract Sum" means the Price tendered by the Contractor and accepted by Mogale City Local Municipality
Employer	1.1.15	The name of the Employer is <b>Mogale City Local Municipality</b>
	1.2.1	<p>The address of the Employer is:</p> <p>Address (physical): <b>Corner Commissioner and Market Street Krugersdorp</b></p> <p>Address (postal): <b>P.O. Box 94 Krugersdorp 1740</b></p> <p>Telephone: <b>(011) 951 2014/2177/2541</b></p> <p>Facsimile: <b>(011) 660 9672</b></p> <p>e-mail: <b>Maropeng.mokhatla@mogalecity.gov.za</b></p>
Project Manager	1.1.16	The name of the Department is <b>Public Works, Roads and Transport.</b>
	1.2.1	<p>Address (physical): <b>President Building 38 President Street Krugersdorp</b></p> <p>Address (postal): <b>P.O. Box 94 Krugersdorp 1740</b></p> <p>Telephone: <b>(011) 951 2048 / 011 668 0733</b></p> <p>Facsimile: <b>henk.spamer@mogalecity.gov.za</b></p> <p>e-mail: <b>ronald.mangope@mogalecity.gov.za</b></p>

## C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Functions of the Engineer	3.1	<p>If the Engineer is not the <b>Mogale City Local Municipality</b>, 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"> <li>i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10</li> <li>ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4</li> <li>iii) The approval of any claim by the Contractor.</li> </ul>
Contractor's General Obligations	4	<p>Add to the clause:</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Subcontracting	4.4	<p>Add the following:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full</p>
Patent Rights	4.6	<p>The following Sub-clause is added to Clause 4.6:</p> <p>"The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>

## C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Contractor's Superintendence	4.12	<p>Add the following new clause: The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2 "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p>
Commencement of the contract	5.2	<p>"Commencement Date" means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> <li>1. Handover of Site</li> </ol>

REFERENCE TO:	CLAUSE	DATA
Commencement of Works	5.3	<p>Within 14 days of Commencement Date On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: Letter of Acceptance Construction/Performance Guarantee Health &amp; Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation Proof of submission of Registration of Project at Department of Labour</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p>
Access to the Site	5.4	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following: 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: The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Programme	5.6	Within 7 days from date of Site Handover.
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day

TENDER NO: PWRT (B&F) 07/2023  
TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALECITY LOCAL MUNICIPALITY OWNED BUILDINGS ON AN AS  
AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS.  
C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA

## C1.2 Contract Data

Extension of time for completion	5.12	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>The symbols shall have the following meanings:</p> <p><math>V</math> = Extension of time in calendar days in respect of the calendar month under consideration  <math>Nw</math> = Actual number of days during the calendar month on which a rainfall of <math>Ymm</math> or more has been recorded.  <math>Nn</math> = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of <math>Ymm</math> or more has been recorded for the calendar month  <math>Rn</math> = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.  <math>Rw</math> = Actual rainfall in mm for the calendar month under consideration.  <math>X = 10</math>  <math>Y = 10</math></p> <p>If <math>V</math> is negative and its absolute value exceeds <math>Nn</math>, then <math>V</math> shall be taken as equal to minus <math>Nn</math>.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of <math>Nn</math> and <math>Rn</math>.</p> <p>The factor <math>(Nw - Nn)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds <math>Ymm</math>.</p> <p>The factor <math>\frac{Rw - Rn}{x}</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded <math>Ymm</math>, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.</p>
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## C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Penalty for Delay	5.13	To a maximum of <b>R1500-00</b> per calendar day to a max of 10% of the certified value of work.
Completion	5.14	36 Months
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 “In the event of the Contractor not completing all the outstanding work within the period specified by the Project Manager and/or Engineer in terms of Clause 7.8, the Project Manager and/or Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Project Manager and/or Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”
Security	6.2	Within 14 days of Letter of Appointment  Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.
Amendments to Schedule of Quantities and Scope Reduction	6.3	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.  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.
Value of Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Schedule of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.  Add to the clause: <b>“An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</b>
Special Materials	6.8.3	As per Schedule of Special Materials

## C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Vesting of Materials	6.9	Add to Sub-Clause 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 Project Manager and/or Engineer of any materials which are not his sole property."
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership.  The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Contract Price Adjustment (Only applicable to contracts of 12 months and longer)	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines:  x = 0,10 (General Engineering Works) aLt (Labour) = 0,35      bPt (Plant) = 0,05 cMt (Material) = 0,55      dFt (Fuel) = 0,05  (Civil Engineering as per SETFSA)
Materials on Site	6.10.1.5	80% (Delivery Notes and Tax Invoices to be provided)
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Retention Money	6.10.3	No interest will be paid on retention money
Retention Guarantee	6.10.3	A Retention Guarantee is not acceptable  Add to the clause: 0% Retention will be deducted from each payment certificate. Retention will be reduced to 0% once Practical Completion Certificate is issued for the work.
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.

## C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. <b>No material shall be used until it has been approved by the Engineer.</b> "
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R2 000 000 per claim, claims unlimited
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

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

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

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

**C1.2 Contract Data****C1.2.2 Part 2: Data Provided by the Contractor**

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

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

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

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.3 Forms of Securities**

Forms for completion by the contractor

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

C1.3.1 Form of Guarantee

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

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

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

**C1.3 Forms of Securities**

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**C1.3.1 Form of Guarantee**

**Pro-Forma Performance Guarantee**

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

**Guarantee Details and Definitions**

“Guarantor” means: .....

Physical address: .....

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

“Contractor” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

“Expiry Date” means: .....

**Contract Details**

Project Manager

and/or Engineer

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

**Performance Guarantee**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

**C1.3 Forms of Securities**

- 
- 4.2. A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
  5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
    - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
    - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
    - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
  6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
  7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
  9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
  12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.
  15. Our total liability hereunder shall not exceed the sum of .....  
.....(R.....).
  16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....

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

Signed at: ..... Date: .....

Guarantor's Signatory (1): .....

Capacity: .....

Guarantor's Signatory (2): .....

**Capacity:** .....

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### **C1.3.2 Written Agreement on Occupational Health and Safety**

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

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

The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

- i) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
- ii) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- iv) The contractor shall be obliged to report forthwith to the employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- v) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.

**C1.3 Forms of Securities**

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- vi) Work should not be done at the expense of human safety or health.
- vii) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- viii) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....  
**On Behalf of Mogale City Municipality**

.....  
**Date**

**Witnesses**      1. ....

**2.**.....

.....  
**For The Contractor**

.....  
**Date**

**Witnesses**      1. ....

**2.**.....

---

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

Regulation 3 of the Construction Regulations, 2003

**NOTIFICATION OF CONSTRUCTION WORK**

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

**C1.3 Forms of Securities**

11. Name(s) of contractors already chosen.

.....  
.....  
.....

.....  
Principal Contractor Date

.....  
Client Date

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

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

**C1.3 Forms of Securities**

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

Whereas ..... (the Contractor)

\*Company Registration No: .....

Address: .....

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

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

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

.....  
**For The Contractor**

.....  
**Date**

**Witnesses**      1. ....

2. ....

C1.3 Forms of Securities

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**C1.3.4 Bond for Material on Site**

**Contract No:** .....

**Employer:** .....

**Contractor:** .....

**Description of Contract:** .....

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

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

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

AT ..... on this ..... day of ..... 20.....

.....  
**Capacity**

**Full Address:** .....

.....

.....

**As Witnesses:**

1. ....

2. ....

\*Delete whichever is inapplicable

---

**C1.3.5 Ownership of Materials**

**Contract No:** .....

**Employer:** .....

**Contractor:** .....

**Description of Contract:** .....

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

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

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

AT ..... on this ..... day of ..... 20.....

.....  
**Capacity**

**Full Address:** .....

.....

.....

**As Witnesses:**

1. ....

2. ....

.....  
**Signature**

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

## MOGALE CITY LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C2: PRICING DATA

## PART C2: PRICING DATA

### C2.1 Pricing Instructions

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

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

Offer to be valid for...**120**.....days from the closing date of tender.

1. Supply, Delivery & Construction/Installation and/or Commissioning of:  
**Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for the “FOR ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS AND FACILITIES ON AN AS AND WHEN REQUIRED FOR THE PERIOD OF THREE (3) YEARS.**

Required by: **Mogale City Local Municipality**

At: **Krugersdorp**

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

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

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

Ofentse Matsose

Tel: (011) 951 2177/2541

Mrs. Maropeng Mokhatla  
Supply Chain Management  
KRUGERSDORP  
Tel: 011 951 2541

Or

For Technical Information:  
Ronnie Mangope or Henk Spamer  
Tel: 011 668 0733 or 011 951 2048

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### Preamble to Schedule of Quantities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C2.1 Pricing Instructions**

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

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

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

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

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

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

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

## **PART C2: PRICING DATA**

### **C2.2 Bill of Quantities**

#### **C2.2.1 Bill of Quantities Contents**

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

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
	<b><u>BILL No 1 :</u></b>			
<b>1</b>	<b><u>PRELIMINARY &amp; GENERAL - SANS 1200A</u></b>			
	<b>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 etc.). These rates to include labour and the installation there-off complete.</b>			
	<b><u>Contractual requirement (As described in section C3)</u></b>			
	<b>General items</b>			
1,1	Budgetary Allowance: For unscheduled or non-schedule items which are not specified in the Bills of Quantities (Determined by the Mogale City Local Municipality),	Psum	1,00	R 1 000 000,00
1,2	Health & safety requirements which includes all personal protective equipment (PPE) and clothing as required by OHS Act No.85 of 1993 (Determined by the Mogale City Local Municipality),	Psum	1,00	R 200 000,00
1,3	<b>Site Establishment:</b> includes but not limited to Office and storage; Ablution and toilet facilities on site and elsewhere; Water supplies, electric power and communication; Tools and equipment; Dealing with water; Plant for clearing site and excavations in all materials; Plant for transportation of plant; Other Fixed Charge Obligations; Removal of Site Establishment; ETC...(Determined by the Mogale City Local Municipality),	Psum	1,00	R 500 000,00
1,4	Administrative Tools, Equipment, Resources, etc. for MCLM employees ONLY.	Psum	1,00	R 200 000,00
1,5	Kilometer rate for LDV	km	1,00	R 6,00
1,6	<b>Training:</b> Accredited and approved training courses to be determined by Mogale City Local Municipality	Psum	1,00	R 300 000,00
	<b>Work done between Monday and Friday from 7:30am to 4pm shall be paid as per quoted rate for that particular item.</b>			
	<b>Overtime after normal working hours during weekdays and Saturdays</b>			
1,7	Electrical Artisan	Hour	1,00	Rate Only
1,8	Elconop / Electrical Assistant Artisan	Hour	1,00	Rate Only

	<b>Overtime during Sundays and public holidays</b>			
1,9	Electrical Artisan	Hour	1,00	Rate Only
1,10	Elconop / Electrical Assistant Artisan	Hour	1,00	Rate Only
	<b>Call out rates will apply as follows:-</b>  <b>Call out fee will be forfeited when the quote/order is approved. Call out rates will not apply to requests for quotations as part of planned works. Normal call out rates will apply for emergencies and unplanned/scheduled work. After hour call out and labour rates will only apply after 16:00</b>			
1,11	Call out fee	No	1,00	R
1,12	Specialised Machinery, Plant and Equipment etc	Psum	1,00	R 120 000,00
1,13	CoC Certificate:	Item	1,00	R
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1 P&amp;G's ONLY)</b>				<b>R</b>

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
<b>2</b>	<b><u>CABLES (PROVISIONAL)</u></b>  <b>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 etc.). These rates to include labour and the installation there-off complete.</b>  <b><u>PVC/SWA/PVC ECC stranded copper conductor drawn into sleeves and/or laid in trenches (excavation measured elsewhere)</u></b>			
2,1	4mm <sup>2</sup> x 2-Core	m	1,00	R
2,2	16mm <sup>2</sup> x 2-Core	m	1,00	R
2,3	6mm <sup>2</sup> x 3-Core	m	1,00	R
2,4	6mm <sup>2</sup> x 4-Core	m	1,00	R
2,5	10mm <sup>2</sup> x 4-Core	m	1,00	R
2,6	16mm <sup>2</sup> x 4-Core	m	1,00	R
2,7	25mm <sup>2</sup> x 4-Core	m	1,00	R
2,8	35mm <sup>2</sup> x 4-Core	m	1,00	R
2,9	50mm <sup>2</sup> x 4-Core	m	1,00	R
2,1	70mm <sup>2</sup> x 4-Core	m	1,00	R
2,11	95mm <sup>2</sup> x 4-Core	m	1,00	R
2,12	Disconnect, remove & re-route existing 95 mm cable	Item	1,00	R

2,13	120mm <sup>2</sup> x 4-Core	m	1,00	R
2,14	150mm <sup>2</sup> x 4-Core	m	1,00	R
	<b><u>Cable terminations complete, including gland shrouds, lugs, number tags, tape, etc and connecting</u></b>			
2,15	4mm <sup>2</sup> x 2-Core	No	1,00	R
	-			
2,16	6mm <sup>2</sup> x 3-Core	No	1,00	R
2,17	6mm <sup>2</sup> x 4-Core	No	1,00	R
2,18	10mm <sup>2</sup> x 4-Core	No	1,00	R
2,19	16mm <sup>2</sup> x 4-Core	No	1,00	R
2,20	25mm <sup>2</sup> x 4-Core	No	1,00	R
	-			
2,21	35mm <sup>2</sup> x 4-Core	No	1,00	R
2,22	50mm <sup>2</sup> x 4-Core	No	1,00	R
2,23	70mm <sup>2</sup> x 4-Core	No	1,00	R
2,24	70mm <sup>2</sup> x 1-Core termination	No	1,00	R
2,25	95mm <sup>2</sup> x 4-Core	No	1,00	R
2,26	120mm <sup>2</sup> x 4-Core	No	1,00	R
2,27	150mm <sup>2</sup> 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, etc</u>			
2,29	10mm <sup>2</sup> x 4-Core	No	1,00	R
2,30	16mm <sup>2</sup> x 4-Core	No	1,00	R
2,31	25mm <sup>2</sup> x 4-Core	No	1,00	R
2,32	35mm <sup>2</sup> x 4-Core	No	1,00	R
2,33	50mm <sup>2</sup> x 4-Core	No	1,00	R
2,34	70mm <sup>2</sup> x 4-Core	No	1,00	R
2,35	95mm <sup>2</sup> x 4-Core	No	1,00	R
2,36	120mm <sup>2</sup> x 4-Core	No	1,00	R
2,37	150mm <sup>2</sup> x 4-Core	No	1,00	R
2,38	185mm <sup>2</sup> x 4-Core	No	1,00	R
2,39	240mm <sup>2</sup> x 4-Core	No	1,00	R
2,40	300mm <sup>2</sup> 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 <sup>2</sup> x 2-Core	No	1,00	R
	-			
2,43	6mm <sup>2</sup> x 3-Core	No	1,00	R
2,44	6mm <sup>2</sup> x 4-Core	No	1,00	R
2,45	10mm <sup>2</sup> x 4-Core	No	1,00	R
2,46	16mm <sup>2</sup> x 4-Core	No	1,00	R
2,47	25mm <sup>2</sup> x 4-Core	No	1,00	R
	-			
2,48	35mm <sup>2</sup> x 4-Core	No	1,00	R
2,49	50mm <sup>2</sup> x 4-Core	No	1,00	R
2,50	70mm <sup>2</sup> x 4-Core	No	1,00	R
2,51	70mm <sup>2</sup> x 1-Core termination	No	1,00	R
2,52	95mm <sup>2</sup> x 4-Core	No	1,00	R
2,53	120mm <sup>2</sup> x 4-Core	No	1,00	R
2,54	150mm <sup>2</sup> x 4-Core	No	1,00	R
2,55	150 mm single core H07 cable	No	1,00	R

	<b><u>Gable Glands</u></b>			
2,56	Size 1	No	1,00	R
2,57	Size 2	No	1,00	R
2,58	Size 3	No	1,00	R
	<b><u>Cable jointing sundries</u></b>			
2,59	Allow for general compliance: Cable Jointing of the detail electrical specification	Item	1,00	R
	<b><u>CABLE TRAYS</u></b>			
	<b><u>Galvanised heavy duty cable trays, including short lengths and fixed to walls</u></b>			
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
	<b><u>Extra over cable tray for:</u></b>			
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

<b><u>SLEEVES</u></b>				
<b><u>Unplasticised polyvinyl chloride (uPVC) sleeve piping including short lengths and jointing, laid in trench (trench and backfilling measured elsewhere)</u></b>				
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
2,72	75mm Diameter flexible pipes	m	1,00	R
2,73	110mm Diameter flexible pipes	m	1,00	R
<b><u>Extra on UPVC piping for:</u></b>				
2,74	110mm Diameter long radius bend	No	1,00	R
2,75	150mm Diameter long radius bend	No	1,00	R
<b><u>CABLE TRENCHES</u></b>				
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 <sup>3</sup>	1,00	R

	<b><u>Extra over excavation for cable or sleeve trenches for excavation in:</u></b>			
2,77	Intermediate material	m <sup>3</sup>	1,00	R
2,78	Hard rock material	m <sup>3</sup>	1,00	R
	<b><u>SUNDRIES</u></b>			
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
	<b><u>CUTTING AND REINSTATING THROUGH FLOORS, PAVINGS, ETC</u></b>			
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 and relaying and making good paving on completion	m	1,00	R
2,83	Road surface etc	m <sup>3</sup>	1,00	R
2,84	Repair and reinstate of paved areas	m <sup>2</sup>	1,00	R
2,85	Repair and reinstate of concrete areas	m <sup>2</sup>	1,00	R
2,86	Removal of tree roots	m <sup>2</sup>	1,00	R
	<b><u>CABLE MANHOLES</u></b>			
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

	<b><u>GENERAL LIGHTING POWER</u></b>			
	<b><u>CONDUITS ETC</u></b>			
	<b><u>Galvanised steel conduits</u></b>			
2,90	50mm Diameter	m	1,00	R
	<b><u>Rigid PVC conduits</u></b>			
	<b><u>Including all accessories i.e adaptors, couplings, sandles, round boxes.</u></b>			
2,91	20mm Diameter	m	1,00	R
2,92	25mm Diameter	m	1,00	R
2,93	32mm Diameter	m	1,00	R
	<b><u>galvanised conduits</u></b>			
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
	<b><u>PVC conduit accessories</u></b>			
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

TENDER NO: PWRT (B&F) 07/2023

TENDER: ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS.

Part C3: Scope of Work

	<b><u>WIRING CHANNELS</u></b>			
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
	<b><u>Draw Wire</u></b>			
2,107	Supply and install 1.6mm galvanised steel wire drawn into conduit and wireways.	m	1,00	R
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 2 : EXISTING INSTALLATION, ETC)</b>				<b>R</b>

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
3	<b><u>BILL NO.3 :</u></b>			
	<b><u>CONDUITS AND WIRING</u></b>			
	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 etc.). These rates to include labour and the installation there-off complete.			
	<b><u>PVC conductors</u></b>			
	<b>PVC insulated stranded copper earth conductors drawn into wireways:</b>			
	3,1 2,5mm2	m	1,00	R
	3,2 6mm2	m	1,00	R
	3,3 4mm2	m	1,00	R
	<b><u>PVC insulated stranded copper conductors drawn into wireways:</u></b>			
	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
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 3 : CONDUITS AND WIRING, ETC)</b>				<b>R</b>

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
<b>4</b>	<p><b><u>BILL NO. 4 :</u></b></p> <p><b><u>POWER INSTALLATION</u></b></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 etc.). These rates to include labour and the installation there-off complete.</p> <p><b><u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC OR SIMILAR CRABTREE</u></b></p> <p><b><u>NOTE : Rates must include for engraving cover plates indicating DB and circuit number labelling</u></b></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
	<b><u>Switches, etc complete with engraved metal cover plates</u></b>			
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
	<b><u>DAYLIGHT SWITCH/ PHOTOCCELL</u></b>			
4,6	Supply and install photocell unit suitable for use with discharge luminaires.	No	1,00	R

	<b><u>SIREN / BELLS</u></b>			
	<b><u>Supply, install and connect a siren complete in a vandalproof box:</u></b>			
	<b><u>Siren as specified</u></b>			
4,7	Siren push button mounted in a wall box	No	1,00	R
	<b><u>LIGHT SWITCHES</u></b>			
	<b><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></b>			
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
	<b><u>5A UNSWITCHED SOCKETS</u></b>			
4,11	Supply and install 5A sockets in ceiling void for light fittings complete with all accessories	No	1,00	R
	<b><u>Switches, etc complete with engraved metal cover plates fixed in flush boxes: similar to crabtree</u></b>			
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
	-			
4,16	16A One-lever one-way watertight switch	No	1,00	R
	-			

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

	<b><u>INTERCOM</u></b>			
4,33	Supply and install 4x4 galvanised boxes complete with covers and screws.	No	1,00	R
	<b><u>ISOLATORS</u></b>			
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
	<b><u>LUMINAIRES AND EQUIPMENT</u></b>			
	<b><u>Luminaires or equipment complete with lamps, connections, etc mounted in position</u></b>			
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, etc	No	1,00	R
4,44	12W downlighter with white trim complete with glass lens, 1,5m cabtyre, 3-pin plug top, etc	No	1,00	R
4,45	18W downlighter with white trim complete with glass lens, 1,5m cabtyre, 3-pin plug top, etc	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
<b><u>FLOODS LIGHTS (SPORTS FACILITIES LIGHTS)</u></b>				
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
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
<b><u>SUNDRIES</u></b>				
4,68	Allow for marking and labelling of all equipment, cables, etc 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
<b><u>HEAT DETECTION/INFRA RED TEST</u></b>				
<b><u>Allow for heat detection/Infra red test:</u></b>				
4,70	An Inspection report supported by photos to be submitted to the Municipal Official	No	1,00	R
<b>EARTHING &amp; BONDING</b>				
4,71	Earthing and bonding of all buildings and testing thereof	Item	1,00	R
<b>TESTING &amp; COMMISSIONING</b>				
4,72	Allow for testing, balancing and commissioning the complete electrical installation	Item	1,00	R
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 4 : POWER INSTALLATION, ETC)</b>				<b>R</b>

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
	<b><u>BILL NO. 5 :</u></b>			
<b>5</b>	<b><u>CIRCUIT BREAKERS ETC</u></b>			
	<b>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 etc.). These rates to include labour and the installation there-off complete.</b>			
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
5,10	100A Triple Pole	m	1,00	R

<b><u>CIRCUIT BREAKER 10/15/25K NON ADJUSTABLE</u></b>				
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
<b><u>EARTH LEAKAGES</u></b>				
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
<b><u>SURGE ARRESTORS</u></b>				
5,19	Single Pole	No	1,00	R
5,20	Double Pole	No	1,00	R
5,21	Triple Pole	No	1,00	R
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 5 : CIRCUIT BREAKERS, ETC)</b>				<b>R</b>

Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
6	<p><b><u>BILL NO. 6 :</u></b></p> <p><b><u>EARTHING AND BONDING ETC</u></b></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 etc.). These rates to include labour and the installation there-off complete.</p> <p><b><u>LIGHTNING PROTECTION INSTALLATION</u></b></p> <p><b><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></b></p> <p><b><u>Excavation</u></b></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><b><u>Down conductors</u></b></p> <p>50mm<sup>2</sup> Aluminium conductors surface mounted on walls, etc including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing, etc</p> <p><b><u>Air terminal conductors</u></b></p> <p>50mm<sup>2</sup> Aluminium conductors surface mounted on metal roofing, etc including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing, etc</p> <p><b><u>Terminations of down conductors to air terminals</u></b></p> <p>Complete termination arrangement of the 50mm<sup>2</sup> aluminium conductor to the metal sheeting including all necessary lugs, ferrules, making off of ends, clamps, etc</p>			
6,1	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	m <sup>3</sup>	1,00	R
6,2	50mm <sup>2</sup> Aluminium conductors surface mounted on walls, etc including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing, etc	m	1,00	R
6,3	50mm <sup>2</sup> Aluminium conductors surface mounted on metal roofing, etc including all necessary fixing accessories, insulating sleeves, stand off brackets, jointing, etc	m	1,00	R
6,4	Complete termination arrangement of the 50mm <sup>2</sup> aluminium conductor to the metal sheeting including all necessary lugs, ferrules, making off of ends, clamps, etc	No	1,00	R

	<b><u>Earthing conductors</u></b>			
	<b><u>Earthing of all buildings to comply with the latest SANS 10142-2005 Code of Practice for The Wiring of premises as amended.</u></b>			
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, etc.	No	1,00	R
6,6	70mm <sup>2</sup> Green PVC insulated copper conductor laid in trenches (trenches elsewhere) including jointing, etc	No	1,00	R
	<b><u>Terminations of earthing conductors to down conductors</u></b>			
6,7	Complete termination arrangement of the 70mm <sup>2</sup> PVC insulated earth conductor to the 50mm <sup>2</sup> aluminium down conductor including all necessary lugs, ferrules, making off of ends, clamps, etc	No	1,00	R
	<b><u>Earth electrodes</u></b>			
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
	<b><u>Terminations of earthing conductors to earth electrodes</u></b>			
6,9	Complete termination arrangement of the 70mm <sup>2</sup> PVC insulated copper conductor to the installed earth electrodes including all necessary lugs, ferrules, making off of ends, clamps, etc	No	1,00	R
	<b><u>POWER SKIRTINGS</u></b>			
	<b>Supply and install power skirting including covers, internal and external bends and all necessary accessories to form an installation to the satisfaction of the Department 3 Compartment - 2 cover type power skirting</b>			
6,10	150 x 50mm "Legrand" PVC two compartment power skirtings, fixed to walls	m	1,00	R
	<b><u>POWERSKIRTING (STEEL)</u></b>			
	<b>Complete with covers with end cap</b>			
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
	<b><u>Extra over for:</u></b>			
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
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
	<b><u>GENERAL EARTH BONDING</u></b>			
6,25	Bonding of metal drainage down pipes and all other metal items	Item	1,00	R

	<b><u>TESTING, ETC</u></b>			
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
	<b><u>MOTOR GATE, BOOM GATES AND ROLLER SHUTTER DOORS ETC</u></b>			
6,30	Repair, servicing, maintenance and installation of electrical motor gates, boom gates and roller shutter doors	Psum	1,00	R 200 000,00
<b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 6 - EARTHING AND BONDING ETC)</b>				<b>R</b>

**FINAL SUMMARY:-**

<b>MOGALE CITY LOCAL MUNICIPALITY</b>									
<b>ELECTRICAL MAINTENANCE AND REPAIRS IN MOGALE CITY LOCAL MUNICIPALITY OWNED BUILDINGS FOR THE PERIOD OF THREE (3) YEARS ON AN AS AND WHEN REQUIRED</b>									
<b>FINAL SUMMARY</b>									
Bill No.	Page	YEAR 01	Annual % Increment	YEAR 02	Annual % Increment	YEAR 03	Annual % Increment	YEAR 03	Rands
1	129	R		R		R		R	
2	131	R		R		R		R	
3	138	R		R		R		R	
4	139	R		R		R		R	
5	147	R		R		R		R	
6	149	R		R		R		R	
SUB-TOTAL		R		R		R		R	
ADD: 10% TO SUB-TOTAL FOR CONTINGENCIES		R		R		R		R	
VAT: 15%		R		R		R		R	
TOTAL		R		R		R		R	
TENDER AMOUNT CARRIED TO FORM OF OFFER ( YEAR 1,2 &3 ALL INCLUSIVE OF VAT AND RATE)		R		R		R		R	

The bidder shall indicate if the escalation percentage applicable to pricing on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract shall either be linked to CIPX or Industry Fluctuations Rate or Exchange Rate.

No bidder shall indicate escalation percentage without specifying any linkage with any of the above.

Person authorized to sign tender documents

Date

## MOGALE CITY LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C3: SCOPE OF WORK

## **PART C3: SCOPE OF WORK**

### **C3.1 Description of the Works**

#### **C3.1.1 General**

The Standardized Specifications applicable to these contract are listed in the Project Specification i.e., electrical maintenance and repairs.

#### **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 and repairs 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. A SLA (Service Level Agreement) must be signed by the Contractor as well as any other sub-contractor involved in the maintenance.

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 need 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 not according to **SANS 10142 and the specification and/or the instructions** of the supplier of the equipment, material and/or system.;
- b) The contractor and/or his/her workmen are found to dump rubble and/or waste illegally on any other place than legal dumping facilities;
- c) 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 will be given **7 (seven) calendar days written notice** to rectify the situation;
- f) 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.

## **PART C3: SCOPE OF WORK**

### **C3.2.1 Project Specifications**

#### **C3.2.1.1 General Description**

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 and Access**

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

Municipal owned buildings and facilities in the areas of the respective Contractors working in these areas must take the necessary precautions for their own safety and to prevent the theft of tools, equipment and personal belongings.

Access to the buildings and working areas:

- a) The Contractor shall provide Mogale City with a list of the names, Identification numbers and positions of workers he/she wishes to employ/assign for the works and arrange for Security checks and the issue of Security/Entrance Cards by Mogale City Security Department.
- b) The Contractor and/or his/her workers shall report to the "Client" – the person in charge of the building where the work got to be executed, at his/her arrival and at departure.
- c) In the event of Mogale City requesting the removal of a person or persons from the site/work for security or safety reasons, the Contractor shall do so forthwith.

#### **C3.2.3 Details of contract**

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

- Maintenance and repairs to all building and building related electrical distribution and fittings for Mogale Buildings and Facilities including and not limited to
  - Replacement of:
    - 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) Illegal connections
    - k) Removal and rectification of illegal bridging of wires
    - l) Rectification of illegal neutral connections
  - General fault finding and repairs
  - Infra-red scanning and the maintenance of electrical distribution boards
  - Electrical certificate of compliance inspections and repairs
  - Retrofit and new electrical installations
  - 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 also consists of making provision for provisional sums and prime cost amounts for all kinds of specialist work, etc.:**

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

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

### **C3.2.4 Contract Management**

#### **C2.2.4.1 Assistance by Contractor**

The Contractor shall at all times assist the Contract Manager/s to carry out his/her/their duties according to the applicable clauses of the SLA, General Conditions of Contract entered into amongst Mogale City Local Municipality, and the appointed service provider(s).

### **C3.2.5 Qualified Personnel**

All work must be carried out under the supervision of a qualified electrician who is authorised to issue Certificates of Compliance for three phase installations and a Master Electrician for specified installations and Medium Voltage work. Certified in terms of the Regulations as per SANS 0142 copies of technical qualifications (Trade Certificates) must be listed in the section on **Key Staff** under **Staffing Profile** and attached to the back of this document.

The contractor must be registered with the Electrical Contractors Association (ECA)

**Failure to attach certified copies of qualifications and Registration will lead to the disqualification of the bid**

### **C3.2.6 Features requiring special attention**

#### **C3.2.6.1 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.

#### **C3.2.6.2 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.

#### **C3.2.7 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**

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.

#### **C3.2.8 Site to be kept clean**

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

All redundant materials, rubbish and waste arising from the work must be regularly removed from the Site at the Contractor's cost and the Site and buildings left clean and tidy.

#### **C3.2.9 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.

### **C3.2.10 Materials**

The Contractor shall attach to his/her accounts original supplier's tax invoices for new parts, components and materials to be used or that were used for repair work requiring non-scheduled items. The full description similar to that required to order an item from a supplier, i.e. Make: model, serial number, size, capacity, 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 quotations for such new parts, components and materials from other independent sources, and after making reasonable allowance for Contractor's mark-up, adjust the Contractor's price accordingly.

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

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

Unless stated otherwise in writing by the Project Manager, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations.

### **C3.2.11 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.

### **C3.2.12 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.

### **C3.2.13 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.

### **C3.2.14 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
  - SANS 10313: Earthing and lightning protection system
  - SANS 1765: Small Power Installation / Power Outlets
- i) OHS, latest amendment.
  - ii) Any special requirements of the local authorities of the area or district concerned and will take preference where contradictory to the requirements specified herein.
  - iii) Manufacturer's specifications and installation instructions.

#### **C3.2.14 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.

#### **C3.2.15 Cost of materials and installation**

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

### **C3.2.16 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 Project Manager (s).

The consumable cost to be paid by Council 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.

**Contractors are warned not to "load" Estimates and quotations as this will lead to the services of another contractor being utilized if a compromise cannot be reached.**

### **C3.2.17 Call outs, estimates and works orders**

Contractors will be called out by telephone or cell phone to give an estimate on the repairs to be affected at a specific building in accordance with a works order issued by the Council 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.

### C3.2.18 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.

### C3.2.19 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 for the specific work must be attached to the Contractor's invoice.

### **C3.2.20 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 responsible Council Official.
- f) Invoices will only be processed for payment after the responsible Council Official has inspected the work, is satisfied with its execution, and signed-off the works order.
- g) The Mogale City reserves the right to obtain the services of other contractors, in writing, should, in the opinion of the relevant Project Manager, the prices quoted by a contractor be considered too high for the job at hand and/or the standard of work is unacceptable,
- h) In cases where poor workmanship is identified, the Mogale City reserves the right to recover costs incurred in correcting the poor workmanship.

### **C3.2.21 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) Council's OHS Practitioner-Contracts will be of assistance to finalise the contract.
- c) All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.

### **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 Contract Manager 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 Project Manager.

### **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.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Project Manager 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, etc.

### **C3.2.24 Site Facilities Available**

#### **C3.2.24.1 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.

#### **C3.2.24.2 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.

#### **C3.2.24.3 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.

#### **C3.2.24.4 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.

### **C3.3 Health and Safety**

#### **C3.3.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

##### **(a) Construction Regulations, 2014**

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

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

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

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

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

### C3.4 Technical Specifications

#### ELECTRICAL INSTALLATION FOR BUILDINGS

##### SCOPE

The scope of this specification covers the general standards and requirements for an electrical installation and maintenance work of buildings. 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 Aluminum 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 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.

- 70mm<sup>2</sup> x 3 core Cu (300m lengths)
- 95mm<sup>2</sup> x 3 core Cu (300m lengths)
- 150mm<sup>2</sup> x 3 core Cu (300m lengths)
- 185mm<sup>2</sup> x 3 core AL (300m lengths)

Or as specified in the schedule of quantities.

**f) Jointing and Termination of Medium-voltage Cables**

**i) Jointers 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 Project Manager and/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, loose ground, sticks, leaves etc. is removed from the joint chamber;
- the walls and sides of the joint chamber is firm and free of loose ground, stones, gravel etc. 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 etc. to test the cable for moist before jointing commences
- the project manager and/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 insure 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 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 project manager 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 project manager and/or engineer before delivery will be approved.

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

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 demonstrate that the minimum thickness of bedding has been provided for before authorizing cable laying 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, etc. 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 0,30m<sup>3</sup> in volume.

**Soft rock:** shall mean rock that can be loosened **by pneumatic equipment**, jackhammers, compact "ouklip" and/or boulders from 75mm in diameter up to 0,30m<sup>3</sup> 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 "ouklip" 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.

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.

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 etc. 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 etc.

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.

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, etc., 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.

Copper earth continuity conductors shall be installed with all low voltage cabling and shall be strapped to the relevant cable at  $\pm 2$ 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 manufactures specification, complete with the relevant wall brackets, hangers, bends, corners, etc. 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.

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.

**l) 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 35mm<sup>2</sup> 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 make 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.

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 rawlbolts, 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.

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 3m mild steel with bolts and nuts.

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

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 Isolators**

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.

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, etc.

The contactors for motor starting application shall be rated for at least 130% of the associated load current. Contactors for direct on line 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.

**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.

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, etc. 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 4mm<sup>2</sup> 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.

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 the 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

**a) Chasing and Built In**

It is the responsibility of the electrical contractor to ensure that conduits, wall boxes, distribution boards, etc. 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.

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, etc. 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.

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.

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, 90° bends, T-pieces, hangers, brackets, etc., and shall be made to fit neatly and accurately to the Council's approval. **No** on-site 45° 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 skirting's 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.

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, 90° bends, T-pieces, etc., and shall be made to fit neatly and accurately to the Council's approval. **No onside 45°** 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 <sup>2</sup>
Clocks	-	1,5mm <sup>2</sup>

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

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 2,5mm<sup>2</sup> or three 4mm<sup>2</sup> 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 in side a galvanised Welded Wire-mesh Cable Tray similar or equal to the "Cabstrut"

All joints and/or terminations of surface conductor shall be done with a connector block the correct size, in a PVC compression glands 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 be 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

**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 luminaires 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 2.5mm<sup>2</sup> 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

**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

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.

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

**g) 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.

**g) 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.

**i) 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 purlins 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 mm<sup>2</sup> bare copper earth conductors. The wiring trunking shall be adequately sized to accommodate the wiring.

**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) 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 165<sup>0</sup>C. 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 165<sup>0</sup>C.

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 165<sup>0</sup>C.

**k) Installation of Luminaires**

The existing openings, brackets etc. 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.

**l) 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 ensure 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 ensure not to dirty the adjacent tiles, if any is dirty, the contractor shall clean them at his/her own cost, to the tile manufacturer'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 mm<sup>2</sup>, 3 core flexible cable, not exceeding 3m in length.

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

**m) 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 need 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.

**n) Special Ceiling**

In cases where special ceilings e.g. aluminium strips, decorative glass, metal leaves, etc. 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.

**o) 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 60° angle facing relevant door or passage to effectively switch the lights. All sensors shall be as specified.

#### **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 6mm<sup>2</sup> GP-wire conductors and a 4mm<sup>2</sup> 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.

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 geysers 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 4mm<sup>2</sup> PVC-insulated conductors with 2.5mm<sup>2</sup> 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.

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 x 100 x 50mm suspension box in a position close to the wiring entry of the unit. The outlet box shall be 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 window panes 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.

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.
- 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.
- 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 **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 require 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.

**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, if tiled roof it would have conductor running along the roof nocks, with forked on the roof nock 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 consist of a two stud moulder test block with bridge connector plate, for testing, the block terminations shall take a conductor up to a 70mm<sup>2</sup> 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
- Continuity of down conductor system by measuring from one down conductor to the other down conductors with all down conductors disconnected.
- Certificate of Compliance 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 1.5mm<sup>2</sup>, 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 1.5mm<sup>2</sup> 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 mm<sup>2</sup> taken back to the distribution board feeding these sockets.

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 1.5mm<sup>2</sup> BCEW with lugs screwed on both sides of the joint or if manufacture jointing pieces are used it shall be prop-rieveted 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, etc., 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 work 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 of 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.
- 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.

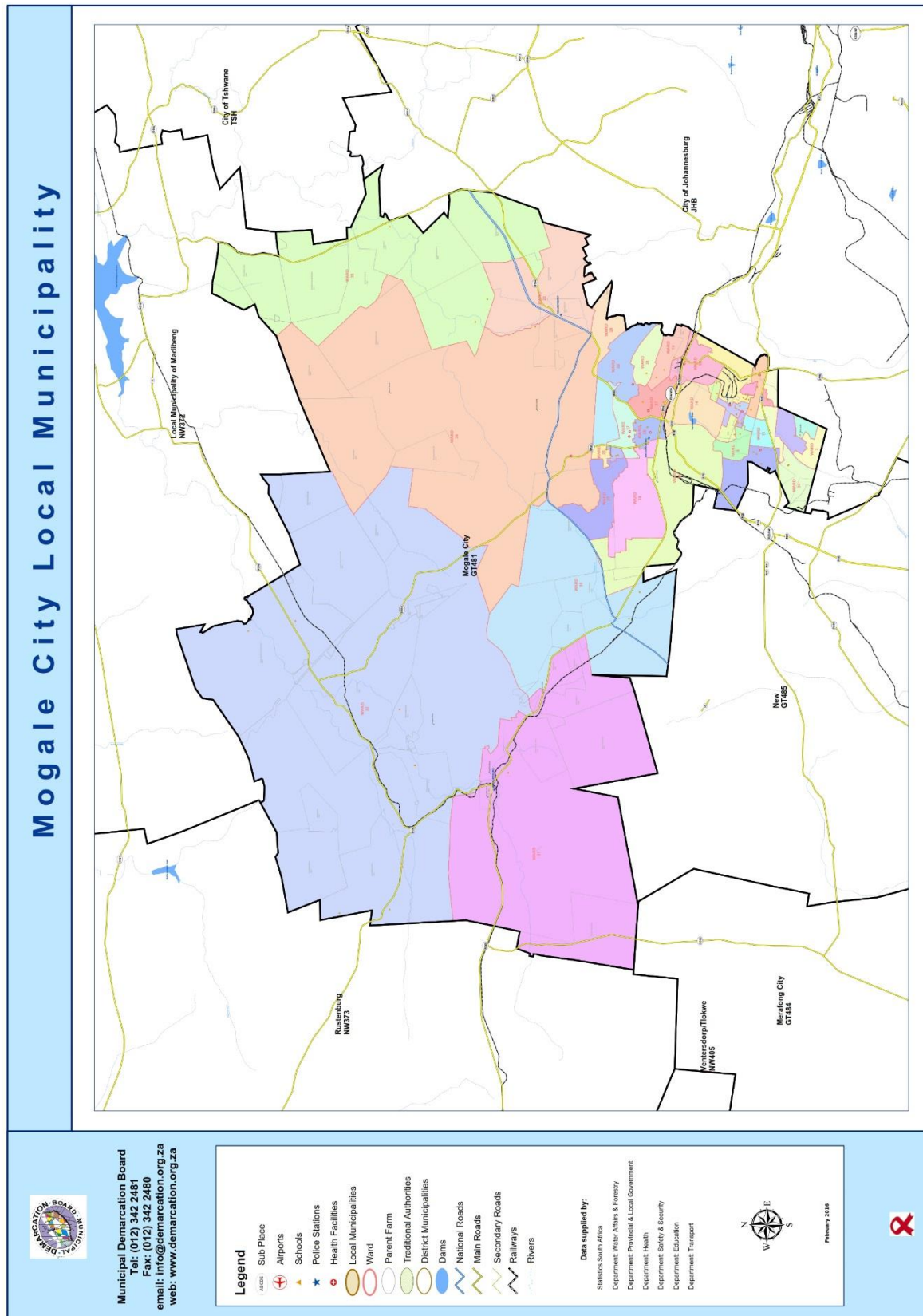
## MOGALE CITY LOCAL MUNICIPALITY

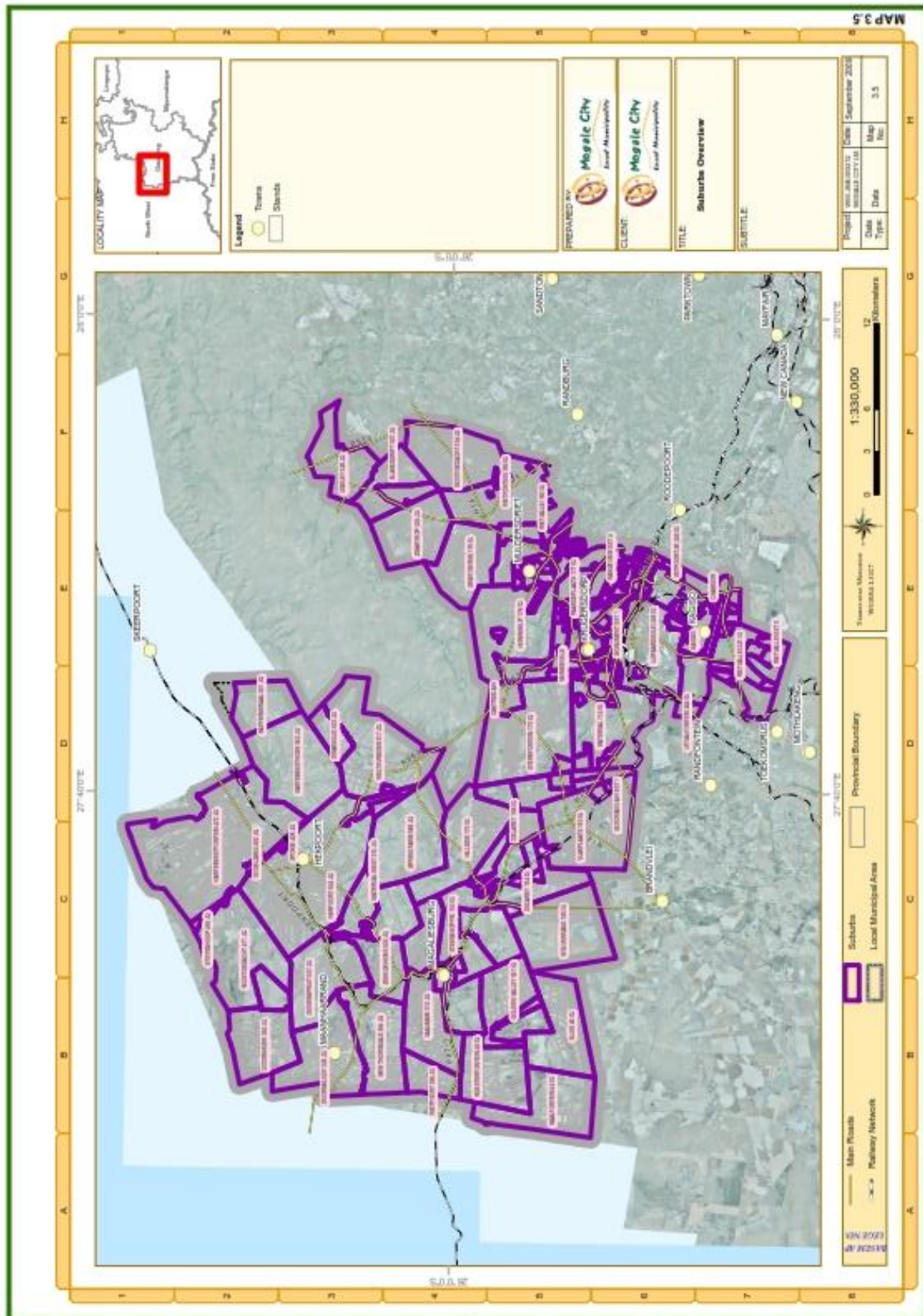


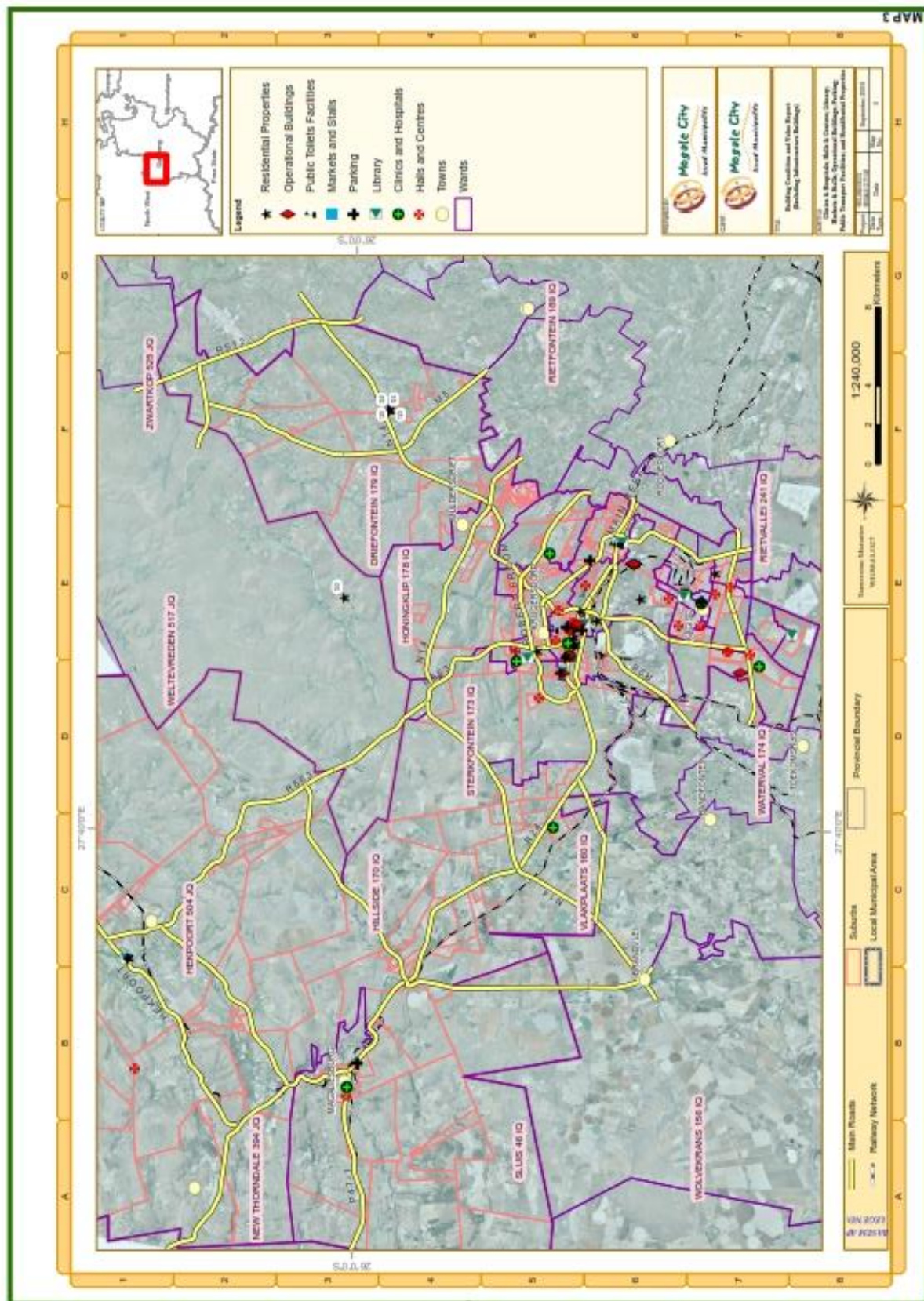
### THE CONTRACT:

#### PART C4: SITE INFORMATION

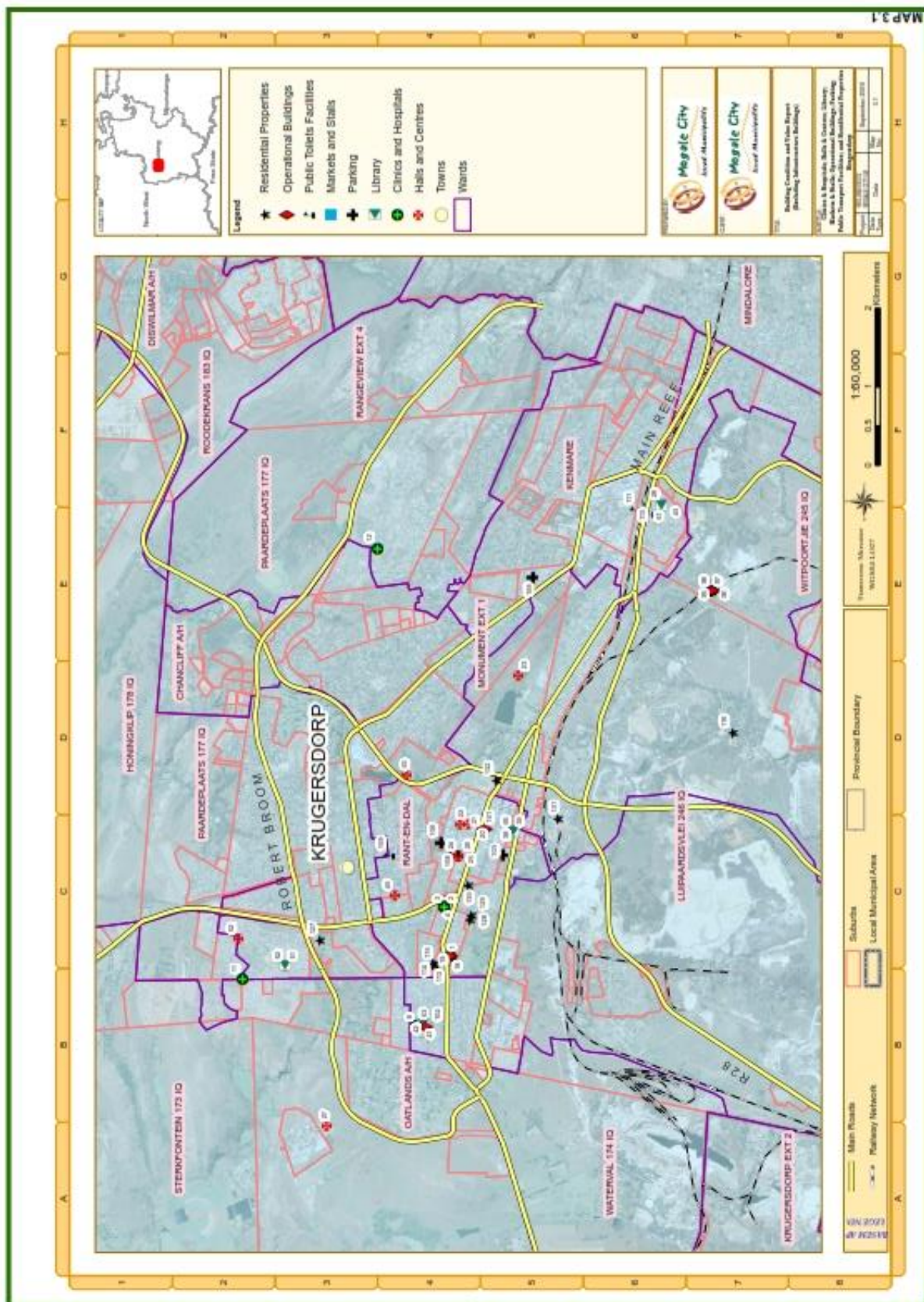
- SECTION C4.1 – MAPS OF MOGALE CITY LOCAL MUNICIPALITY
- SECTION C4.2 – MOGALE CITY AREA BREAK DOWN
- SECTION C4.3 – LIST OF FACILITIES AND BUILDINGS
- SECTION C4.4 – FACILITY INSPECTION CHECKLIST
- SECTION C4.5 – BID CHECKLIST

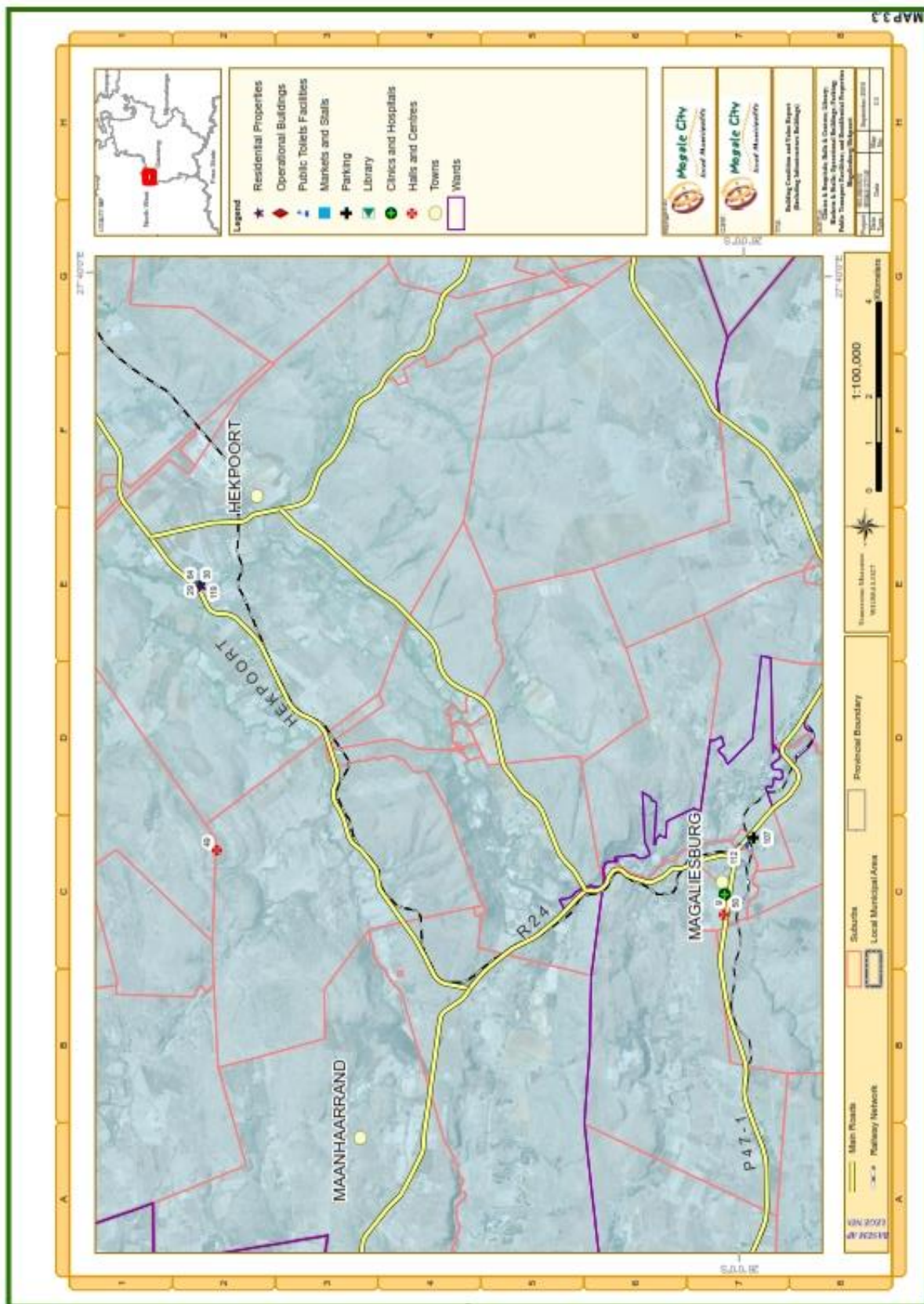


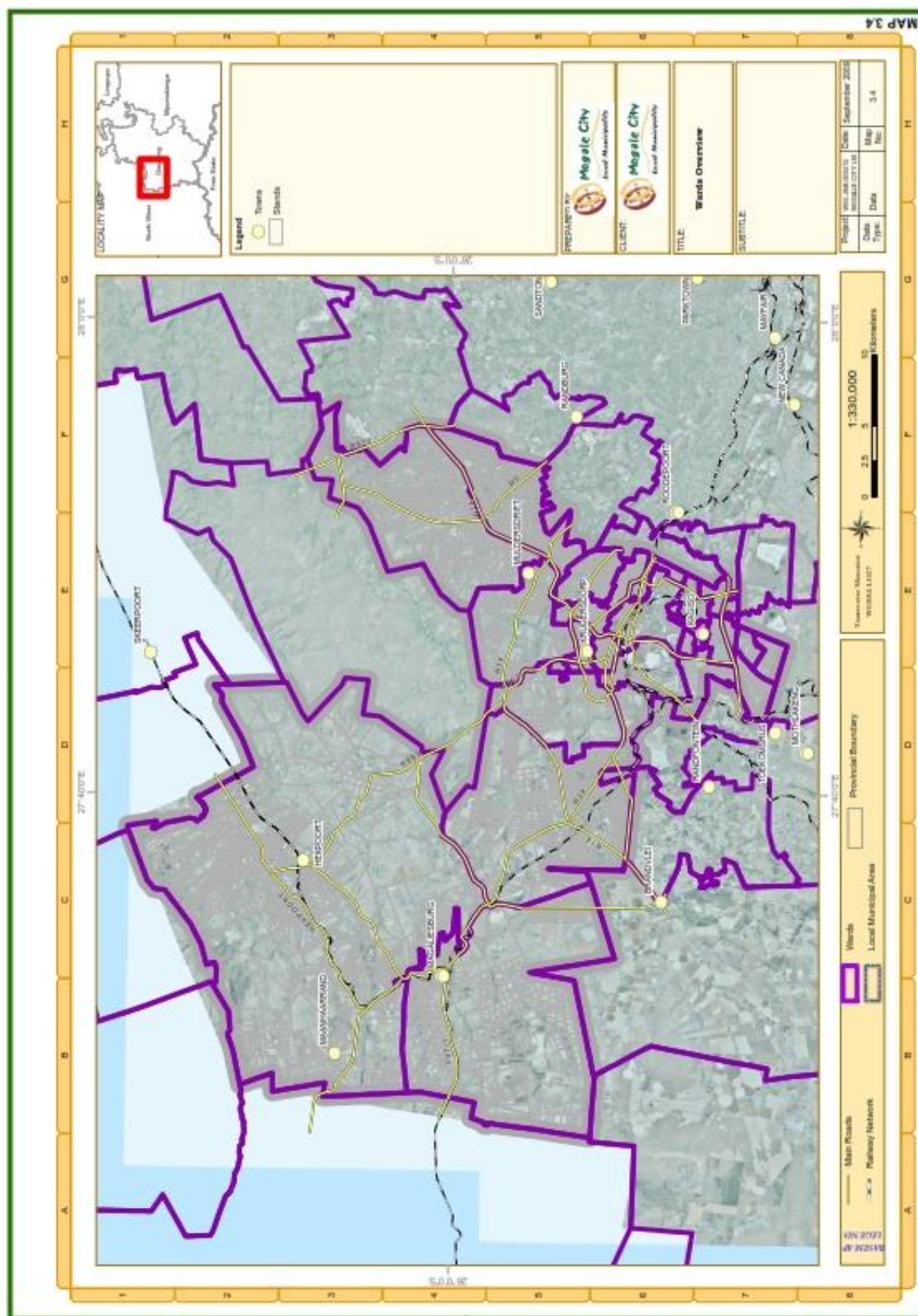












**C4.2 MOGALE CITY AREA BREAKDOWN.**

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

## Part C4: Site Information

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

**NOTE:**

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

**C4.3 – LIST OF FACILITIES AND BUILDINGS**

MBL No	Building type	Func Description
MBL 13501	APPELPARK HOSUNG	Adiministration Support Buildings
MBL 13503	BOXING GYM AVANTE (KRUGERSDORP)	Administration of Sports Facilities
MBL 13504	CIVIC CENTRE AZAADVILLE	Adiministration Support Buildings
MBL 13505	LIBRARY/AZAADVILL	Administration of Libraries
MBL 13506	AZAADVILL PUTT-PUTT COUR	Adiministration Support Buildings
MBL 13507	SPORT COMPLEX AZAADVILLE	Administration of Sports Facilities
MBL 13508	SWIMMING POOL AZAADVILLE	Administration of Sports Facilities
MBL 13510	HOSTEL BOIKETLO	Adiministration Support Buildings
MBL 13511	BOWLING GREENS STAN FRIED	Administration of Sports Facilities
MBL 13512	COMMUNITY CENTRE BURGERSHOOP	Community Facility Management
MBL 13524	CLUBHOUSE BOWLING KRUGERSDORP	Administration of Sports Facilities
MBL 13525	CLUBHOUSE BOWLING STAND FR	Administration of Sports Facilities
MBL 13526	CLUBHOUSE FISHING (CORONATION)	Administration of Sports Facilities
MBL 13527	CLUBHOUSE GOLFCOURSE	Administration of Sports Facilities
MBL 13528	CLUBHOUSE JUJSKEI PRETORI	Administration of Sports Facilities
MBL 13529	CLUBHOUSE NOORDHEUWEL	Administration of Sports Facilities
MBL 13530	CLUBHOUSE KADIMA LAPA	Administration of Sports Facilities
MBL 13531	CLUBHOUSE MUNICIPAL SPORT	Administration of Sports Facilities
MBL 13533	CLUBHOUSE SOCCER AZAADVILLE	Administration of Sports Facilities
MBL 13534	CLUBHOUSE TENNIS LEWISHAM	Administration of Sports Facilities
MBL 13535	CLUBHOUSE TENNIS AZAADVILLE	Administration of Sports Facilities
MBL 13536	CLUBHOUSE TENNIS KRUGERSDORP	Administration of Sports Facilities
MBL 13537	CLUBHOUSE TENNIS MINDALORE	Administration of Sports Facilities
MBL 13540	CENTENARYDAM KIOSK AND SC	Administration of Sports Facilities
MBL 13541	DAM LAYOUT PRETORIUSPARK	Building Maintenance
MBL 13542	TRAFFIC DEPARTMENT DELPOR	Adiministration Support Buildings
MBL 13543	DELPORTEN LICENCE DEPT	Adiministration Support Buildings
MBL 13544	DELPORTEN TESTING GROUNDS	Adiministration Support Buildings
MBL 13545	EARLY CHILDHOOD CENTRE	Community Facility Management
MBL 13548	FLIP HUMAN SEWER WORKS HOUSING	Adiministration Support Buildings
MBL 13549	FLOOD LIGHTS	Adiministration Support Buildings
MBL 13555	JACK SCHMIEDT BUILDING	Adiministration Support Buildings
MBL 13556	LIBRARY & CRAFT CENTRE	Administration of Libraries
MBL 13557	RECREATION CENTRE HEKPOORT	Administration of Sports Facilities
MBL 13559	HOCKEYFIELDS (KHOSA CLUB)	Administration of Sports Facilities
MBL 13560	HOUSE ADOLF SCHNEIDER AVE	Administration of Sports Facilities
MBL 13561	HOUSE CARETAKER CLEANSING	Administration of Sports Facilities
MBL 13562	HOUSE COMPOUND MANAGER MUN	Adiministration Support Buildings
MBL 13563	HOUSE CONDALEROAD 6 (BY S	Adiministration Support Buildings
MBL 13564	HOUSE GOULDSTREET 61 KRUGERDORP	Adiministration Support Buildings
MBL 13565	HOUSE REM OF PORT 1/VLE	Adiministration Support Buildings

## Part C4: Site Information

MBL 13566	HOUSE SWIMMING POOL CORONATION	Building Maintenance
MBL 13568	HOUSING	Adiministration Support Buildings
MBL 13569	HOUSING	Adiministration Support Buildings
MBL 13570	HUGENOTE PARK	Building Maintenance
MBL 13572	FLATS JACK COTTON	Adiministration Support Buildings
MBL 13574	HALL JUBILEUM	Community Facility Management
MBL 13575	JUKSKEI COURT	Adiministration Support Buildings
MBL 13576	MULTI PURPOSE CC KAGISO	Community Facility Management
MBL 13577	HALL KAGISO	Community Facility Management
MBL 13578	HOSTEL KAGISO	Adiministration Support Buildings
MBL 13579	LIBRARY KAGISO	Administration of Libraries
MBL 13580	KAGISO PARKS	Building Maintenance
MBL 13581	SPORT COMPLEX KAGISO	Administration of Sports Facilities
MBL 13582	SWIMMING POOL KAGISO	Building Maintenance
MBL 13583	KAGISO TIP SITE	Adiministration Support Buildings
MBL 13584	CEMETARY KAGISO	Adiministration Support Buildings
MBL 13585	KENNELS (MUNSIEVILLE HOST	Adiministration Support Buildings
MBL 13587	CLUBHOUSE: KHOSA CLUB	Administration of Sports Facilities
MBL 13588	KOEDOE STREET PARK (RANT-EN-DAL)	Building Maintenance
MBL 13589	KRONNINGS PARK LAPA (CORO	Building Maintenance
MBL 13590	KRUGERDORP BOXING GYM	Administration of Sports Facilities
MBL 13591	KRUGERSDORP CEMETERY CH	Adiministration Support Buildings
MBL 13592	HOUSE KRUGERSDORP CEMETARY	Adiministration Support Buildings
MBL 13593	KRUGERSDORP CEMETERY & BU	Adiministration Support Buildings
MBL 13594	CIVIC CENTRE CENTRAL	Adiministration Support Buildings
MBL 13595	BUILDINGS ( CIVIC CENTRE)	Adiministration 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	Adiministration 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 PARKS	Building Maintenance
MBL 13616	SPORT COMPLEX LUSAKA	Administration of Sports Facilities
MBL 13617	CEMETARY MAGALIESBERG	Adiministration Support Buildings
MBL 13618	CIVIC CENTRE MAGALIESBERG	Adiministration Support Buildings
MBL 13619	MULTI PURPOSE CC (UBUNTU)	Community Facility Management
MBL 13620	LANDFILL SITE MAGALIESBERG	Adiministration Support Buildings
MBL 13621	MAGALIESBERG RECREATION C	Administration of Sports Facilities
MBL 13623	MAGISTRATE BUILDING (MUS	Adiministration Support Buildings
MBL 13624	MARKET BUILDING (CIVIC CENTRE)	Adiministration Support Buildings
MBL 13625	MC LEAN PARK	Building Maintenance
MBL 13626	CHAMDOR YARD	Adiministration Support Buildings
MBL 13627	FLATS( MAGALIESBERG)	Adiministration Support Buildings

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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 BURGESHOO	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
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

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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.**

**C4.4 FACILITY INSPECTION CHECKLIST**

BUILDING NAME	BUILDING ID NUMBER	ASSET NUMBER	MBL NUMBER

**1. Safe and Orderly Operating Conditions of Building**

No.	Check list item	Yes	No	Comment/Area
1.1	Are all areas clean and orderly?			
1.2	There are tripping hazards, wet spots, grease/oils, protruding objects, miscellaneous debris?			
1.3	Are permanent aisles/passageways clean?			
1.4	Are open pits, tank ditches, etc., covered or provided with standard guard rail protection?			
1.5	Is unused equipment kept in a safe and orderly manner?			
1.6	Are warning and hazard signs posted where they are required?			
1.7	Are emergency exits correctly marked, visible, accessible,			
1.8	Are doors that are not exits but could be mistaken for exits clearly marked "NOT AN EXIT?"			
1.9	Is there sufficient lighting?			
1.10	Is there sufficient ventilation?			
1.11	Are unguarded holes or openings in floors properly covered?			
1.12	Do elevated platforms and working areas have standard rails?			
1.13	Do elevated platforms and working areas have toe boards?			
1.14	Are fixed industrial stairs in good repair?			

**2. External Area Fences & Gates**

No.	Check list item	Yes	No	Comment/Area
2.1	Check the condition of fences and gates. Examine the base of gate posts and fence posts, the bottom, and at the junction of rails and posts for rust.			
2.2	Make sure the water run-off from the walkways, roads garden doesn't flow, or pond, against the building, causing excessive damp conditions.			
2.3	Check condition of paint on gates, posts and palisade fences			
2.4	Has vegetation been cut back from the building?			
2.5	Check the condition of playground equipment and structures for safety and soundness, repair or remove as necessary.			

**3. Building External Structure**

No.	Check list item	Yes	No	Comment/Area
3.1	Does the building appear to be in good repair?			
3.2	Check the structural condition and water- tightness of rooms and walls. Look for rising damp			
3.3	Look for water stains on timbers and metal sheeting.			
3.4	Is building free from signs of vandalism?			
3.5	Are exterior walls free from cracks or other damages?			
3.6	Are windows free from cracks or broken panes?			
3.7	Is the building free from signs of exterior damage?			
3.8	Are stairs, landings and handrails in good repair and painted			
3.9	Look for buckled, badly fitted or water stained eaves, which may be an indication of roof or gutter problems.			
3.10	Check the condition of paint; ensure it is in good condition. Paint that is flaking, cracked, chipped or has a powdery look or feel indicates it is breaking down			
3.11	Check for rotten weatherboards, windows, doors and veranda posts			
3.12	Check that corrugated iron sheets are in good. Check there is no rust evident. If there is rust evident this will need to be neutralised and spot painted			
3.13	Ensure that valley and eaves guttering are free from holes and rust			

**4. Floors**

No.	Check list item	Yes	No	Comment/Area
4.1	Inspect timber framing and floors generally for rot, mould and evidence of borers			
4.2	Look for signs of dampness, such as lifting or buckling floor tiles and rotten carpet.			

**5. Internal walls**

No.	Check list item	Yes	No	Comment/Area
5.1	Look for cracks and general movement.			
5.2	Carefully inspect brick walls for signs of dampness. This may be evident through the presence of white or brownish deposits. Rising dampness may also cause skirting and architraves to rot, and paint and wallpaper to lift.			
5.3	Lightly tap walls and tiled surfaces with the handle of your screwdriver. A hollow sound could mean loose plaster or tiles			
5.4	Check the condition of wall paper or paint. Both serve to protect the surface and if in poor condition need to be replaced or new paint applied.			

**6. Internal Ceilings**

No.	Check list item	Yes	No	Comment/Area
6.1	Look for water stains and mould growth which could indicate excessive condensation or roof leaks			
6.2	General condition of ceiling			

**7. Internal Doors**

No.	Check list item	Yes	No	Comment/Area
7.1	General condition of door and frame			

**8. Inspection Items Unique to Building**

- 8.1 \_\_\_\_\_
- 8.2 \_\_\_\_\_
- 8.3 \_\_\_\_\_
- 8.4 \_\_\_\_\_
- 8.5 \_\_\_\_\_
- 8.6 \_\_\_\_\_
- 8.7 \_\_\_\_\_
- 8.8 \_\_\_\_\_
- 8.9 \_\_\_\_\_
- 8.10 \_\_\_\_\_

**C4.5 BID CHECKLIST**

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

Bidders are to check the following points before the submission of their tender 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. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your CSD registration summary report		
2.	Provide copy of your company VAT registration Certificate		
3.	Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or If the Bidding Entity operates from informal settlement and is not responsible for Municipal account, the bidder must submit a Sworn Affidavit with and original stamp from the Commissioner of Oaths. If the Bidding Entity operates from parents' place and is not responsible for Municipal account, the bidder must submit the owner's Municipal account and a Sworn Affidavit with and original stamp from the Commissioner of Oaths; (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	<ul style="list-style-type: none"> <li>Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit</li> <li>Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.</li> </ul>		
7.	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.		
8.	All pages requiring information have been completed in full and in black ink.		
09.	No pages removed from the tender document		
10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
13.	Copies of ID's of members / directors and shareholders		
14.	Completed Bills of Quantities in blank ink and signed (No Tipex)		
15.	Pricing Schedule must be signed		
16.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
17.	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"> <li>Personal Tax Numbers included</li> <li>State Employee Number / Persal Number</li> </ul>		

## Part C4: Site Information

	<ul style="list-style-type: none"> <li>▪ Identity number</li> <li>▪ Name</li> </ul>		
18.	<p>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.</p> <p>Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.</p>		

**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, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**