



CLUSTER

HUMAN SETTLEMENTS, ENGINEERING, and TRANSPORT

UNIT

ENGINEERING

DEPARTMENT

ARCHITECTURE

## PROCUREMENT DOCUMENT

## CALL FOR EXPRESSION OF INTEREST

CONTRACT No: **CSA3400**

**TITLE: (Ward 00) Expression of interest for the framework contracts for the Supply, Delivery, Installation and Commission of standby generators in Council Buildings of over a three (3) year term with no guarantee of any quantum of works**

Issued by: **ENGINEERING UNIT**

Date of Issue: **14 December 2023**

**Document Version : 01/04/2021**

NAME OF TENDERER : .....

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## **PART E1 : SUBMISSION PROCEDURES**

### **E1.1 : NOTICE AND INVITATION TO SUBMIT AN EXPRESSION OF INTEREST**

eThekwin Municipality ENGINEERING UNIT Unit : ARCHITECTURE (Electrical Building Services) invites expressions of interest for enter a framework contract for the works of generator design, specification, supply, delivery, installation, testing and commissioning within the eThekwin Municipality for the period of 36 months.

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Respondents must have a contractor grading designation of contractor grading designation of : **1EB or 2EB or 3EB and 4EB or higher**

**Only respondents who comply with the following are eligible to have their submissions evaluated.**

Submissions must be made on official tender documentation issued in electronic format by the eThekwin Municipality. Electronically downloaded documentation (see Cl. H.1.2) should be printed in its entirety, and suitably bound by the tenderer.

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The physical address for collection of tender documents is: **Not Applicable**

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Documents may be collected, up to 3 days prior to the close of tenders, during office hours: **Not Applicable**

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A non-refundable tender charge is payable by bank guaranteed cheque made out in favour of the Employer, or cash, and is required on collection of the tender documents: **R0**

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(H.1.4) Queries relating to these documents, up to 3 days prior to the close of tenders, may be addressed to the Employer's agent whose contact details are: **Mbali Govuzela  
031 311 7110 (t)  
031 311 7111 (f)**  
**Mbali.Govuzela@durban.gov.za**. Email queries to be emailed by 01 February 2024, consolidated answers to questions will be uploaded 08 February 2024

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**(H.2.5) There will be a **Compulsory clarification meeting** and site inspection with representative(s) of the Employer:** **Moses Mabhida Stadium  
23 January 2024  
10:00**

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(H.2.7) Tender offers shall be delivered to: **Municipal Building, 166 K.E. Masinga Road  
(Formerly Old Fort Road)  
and placed in the tender box located in the ground floor foyer**

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**(H.2.9) Tender offers shall be delivered:** **on or before Friday, 16 February 2024  
at or before 11:00**

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

## PART E1 : SUBMISSION PROCEDURES

### E1.2: SUBMISSION DATA

#### **E1.2.1 STANDARD CONDITIONS FOR THE CALLING FOR EXPRESSIONS OF INTEREST**

The conditions applicable to this call for expressions of interest of tender are the Standard Conditions for the calling for Expressions of Interest as contained in Annex H of the CIDB Standard for Uniformity in Construction Procurement (July 2015) (See [www.cidb.org.za](http://www.cidb.org.za)).

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

#### **E1.2.2 SUBMISSION DATA**

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

**H.1.1 The employer** : The Employer is the eThekuni Municipality as represented by the Deputy Head : **ARCHITECTURE** Department.

**H.1.2 Tender documents**

1) The documents associated with the calling for expressions of interest issued by the employer comprise:

**E1 SUBMISSION PROCEDURES**

- E1.1 Notice and invitation to submit an expression of interest
- E1.2 Submission Data

**E2 RETURNABLE DOCUMENTS**

- E2.1 List of Returnable Documents
- E2.2 Submission Schedules

**E3 INDICATIVE SCOPE OF WORK**

- E3.1 Indicative scope of work

2) In addition Respondents are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (PPPFA Regs 2022).
- **The Construction Industry Development Board Act No 38 of 2000 and the Regulations of July 2015.**

- **SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1 to 3.**
- **SANS 1914:2003 - Targeted Construction Procurement, Parts 1 to 6.**
- **South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.**

Submissions must be submitted on official submission documentation issued (either in hard copy or in electronic format) by the eThekwini Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's **eTenders** website OR the eThekwini Municipality's **Vendor Portal**. The entire document should be printed and suitably bound by the tenderer.
- Website or the eThekwini Municipality's Website at URLs:
  - <https://www.etenders.gov.za/>
  - <https://www.durban.gov.za/pages/business/procurement>

**H.1.4 The employer's agent :** The Employer's agent is: Mbali Govuzela, **Tel: 031 311 7110 (t)** , **Email: Mbali.Govuzela@durban.gov.za**. Email queries to be emailed by 01 February 2024, consolidated answers to questions will be uploaded 08 February 2024

**H.2.1 Eligibility :** A Respondent will not be eligible to make a submission if:

- (a) The Respondent does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (b) The Respondent cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) Respondents are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Respondents not so registered, at time of closing of submissions, will not be eligible to submit tenders.
- (d) The Respondent fails to attend the compulsory site inspection;
- (e) The Respondent fails to have "Form: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part E2.2 signed by the **HEAD : ENGINEERING UNIT** , or his representative.

**H.2.1.1** Only those respondents who are registered (at the time of tender submission), as "Active", with the CIDB, in a contractor grading designation equal to a contractor grading designation of 1EB or 2EB or 3EB and 4EB or higher are eligible to have their submissions evaluated.

**Joint ventures are eligible to submit submissions evaluated provided that:** (Not Applicable)

- (a) Every member of the joint venture is registered with the CIDB;
- (b) The lead partner has a contractor grading designation in the **EB** class of construction work and has a grading designation of not lower than one level below the required grading designation; and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

**H.2.5 Clarification meeting :** The arrangements for a compulsory clarification meeting are as stated in the **Notice and invitation to submit an expression of interest**.

Respondants must sign the attendance list in the name of the responding entity. Addenda will be issued to, and submissions will only be received from, those responding entities appearing on the attendance list:

Compulsory meeting will be held in Moses Mabhida Stadium, Durban on 02 November 2023 at 09:00. All questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2023/11/10.

**Queries can be addressed to:** Mbali Govuzela

**The Employer's Agents:** 031 311 7110

**Representative Email:** [mbali.govuzela@durban.gov.za](mailto:mbali.govuzela@durban.gov.za)

**H.2.7 Making a submission :** The Employer's address for delivery of submissions is contained in the **Notice and invitation to submit an expression of interest**.

Identification details to be shown on each submission package are:

Contract No. : **CSA3400**

Contract Title : Ward 00) Expression of Interest for the Framework Contracts for the Supply, Delivery, Installation and Commission of standby generators in Council Buildings of over a three (3) year term with no guarantee of any quantum of works

Alternatively, if registered on the eThekwini Municipality's Vendor Portal, submissions can be submitted electronically via URL:

<https://ethekwinvendor.durban.gov.za/tenders/availabletenders/>

**H.2.9 Closing time :** The closing date and time for submissions is: **on or before Friday, 16 February 2024 at or before 11:00** .

Telephonic, telegraphic, telex, facsimile or e-mailed submissions will not be accepted.

**H.3.9 Evaluation of responsive submissions :** All respondents who submit responsive submissions and:

- 1) a) are registered at time of closing of submissions on the National Treasury Central Supplier Database (CSD) as a service provider (in the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture).  
b) submit an valid Tax Clearance Certificate or a Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or have made arrangements to meet outstanding tax obligations;  
c) **are registered with the Construction Industry Development Board in an appropriate contractor grading designation;**  
d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;  
e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;  
f) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not

permitted to submit tenders or to participate in the contract; and

g) are registered and in good standing with the compensation fund or with a licensed compensation insurer; and

h) Tenderer must be registered with Electrical Contractors Association (ECA) or Electrical Contractors Board (ECB) of South Africa; and

i) Tenderer shall submit Entry to substation personnel accredited with eThekwin Municipality Durban Electricity, Authority to enter substations; and

2) in the opinion of the Employer can as necessary demonstrate that they possess the necessary 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; will be invited to submit tender offers.

The evaluation criteria that are to be scored and the maximum score assigned to each of such criteria are as follows:

• **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 1EB**

The value of  $W_2$  is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria <b>ONLY APPLICABLE TO 1EB</b>	Maximum Points Score
Experience of Tenderer's past projects	35
Project Organogram and Experience of Key Staff	Registered Installation Electrician registered with Department of Labour
	Trade Tested Artisan registered with Department of Labour
Proposed Detailed Maintenance Technical Methodology & Quality Control	10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>	<b>100</b>

- **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 2EB.**

<b>Functionality Criteria / Sub Criteria <u>ONLY APPLICABLE TO 2EB.</u></b>	<b>Maximum Points Score</b>
Experience of Tenderer's past projects	30
Project Organogram and Experience of Key Staff	Registered Installation Electrician registered with Department of Labour
	Trade Tested Artisan registered with Department of Labour
Proposed Detailed Maintenance Technical Methodology & Quality Control	10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>	<b>100</b>

- **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 3EB**

<b>Functionality Criteria / Sub Criteria <u>ONLY APPLICABLE TO 3EB</u></b>	<b>Maximum Points Score</b>
Experience of Tenderer's past projects	35
Project Organogram and Experience of Key Staff	Professional Electrical Technician or higher registered with ECSA
	Registered Installation Electrician registered with Department of Labour
	Trade Tested Artisan registered with Department of Labour
Proposed Detailed Maintenance Technical Methodology & Quality Control	10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>	<b>100</b>

- **Functionality Criteria / Sub Criteria APPLICABLE TO 4EB OR HIGHER**

<b>Functionality Criteria / Sub Criteria APPLICABLE TO 4EB OR HIGHER</b>		<b>Maximum Points Score</b>
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Professional Electrical Technician or higher registered with ECSA	20
	Registered Installation Electrician registered with Department of Labour	15
	Trade Tested Artisan registered with Department of Labour	15
Proposed Detailed Maintenance Technical Methodology & Quality Control		10
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>

The minimum number of evaluation points for Functionality is 60. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

<b>Level 0</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part E2.2: Returnable Schedules.

Functionality Criteria	Returnable Schedules
Experience of Tenderer's Past Projects	<ul style="list-style-type: none"><li>• Experience of Tenderer</li></ul>
Proposed Organisation and Experience of Key Staff	<ul style="list-style-type: none"><li>• Proposed Organisation and Staffing</li><li>• Key Personnel</li><li>• CV's with Experience of Key Personnel</li></ul>
Proposed Detailed Technical Implementation Methodology & Quality Control	<ul style="list-style-type: none"><li>• Implementation Methodology &amp; Quality Control</li></ul>

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part E.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“Successfully completed”** implies a project has been completed on time and to specification;
- **“Similar nature”** implies projects that were of a value of at least 50% of this tender’s value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;
- **“Accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

- Tenderer's Experience (Only for 1EB)

<b>Criterion: Tenderer's Experience (Only for 1EB)</b>	
Notes:	
"Context" refers to public/private sector employment	
"Scope" relates to the scope of works	
"Successfully completed" implies a project that has been completed on time and to specification.	
"Similar nature" refers to works pertaining to <b>generators electrical reticulation installation systems</b>	
Level 1	No information provided, OR submission of no substance OR irrelevant information provided
Level 2	To have successfully completed (i.e. on time and to specification) <u>1 project</u> of a similar nature the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>2 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 6	To have successfully completed (i.e. on time and to specification) <u>5 + projects</u> of a similar nature within the past 10 years.

**For this project, scope of work and similar nature are defined as follows:**

- Comparable scope of work in terms of technical requirements and operations
- "Similar nature" refers to generator design, specification, supply, delivery, installation, testing and commissioning
  - The works shall include but not restricted to Electrical Distribution boards, panels, switchgear, trenching, cabling, and cable accessories, wiring and earthing etc.
  - Generally, fault finding as well as breakdown callouts are usually outside the normal working hours

- Tenderer's Experience (Only for 2EB)

<b>Criterion: Tenderer's Experience (Only for 2EB)</b>	
Notes: “Context” refers to public/private sector employment	
“Scope” relates to the scope of works	
“Successfully completed” implies a project that has been completed on time and to specification.	
<b>Note: Projects which are submitted without signed reference letters/work orders/ completion certificates, at Tender, will not be considered</b>	
“Similar nature” refers to works pertaining to <u>generators and related electrical reticulations</u>	
Level 1	No information provided, OR submission of no substance OR irrelevant information provided
Level 2	To have successfully completed (i.e. on time and to specification) <u>2 projects</u> of a similar nature the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 6	To have successfully completed (i.e. on time and to specification) <u>6 + projects</u> of a similar nature within the past 10 years.

**Scope of work and similar nature are defined as follows:**

- Comparable scope of work in terms of technical requirements and operations
- “Similar nature” refers to generator design, specification, supply, delivery, installation, testing and commissioning.
  - The works shall include but not restricted to Electrical Distribution boards, panels, switchgear, trenching, cabling, and cable accessories, wiring and earthing etc.
  - Generally, fault finding as well as breakdown callouts are usually outside the normal working hours

- Tenderer's Experience (Only for 3EB)

<b>Criterion: Tenderer's Experience (Only for 3EB)</b>	
Notes: “Context” refers to public/private sector employment	
“Scope” relates to the scope of works	
“Successfully completed” implies a project that has been completed on time and to specification.	
<b>Note: Projects which are submitted without signed reference letters/work orders/ completion certificates, at Tender, will not be considered</b>	
“Similar nature” refers to works pertaining to <u>generators and related electrical reticulations</u>	
Level 1	No information provided, OR submission of no substance OR irrelevant information provided
Level 2	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 6	To have successfully completed (i.e. on time and to specification) <u>7 + projects</u> of a similar nature within the past 10 years.

**Scope of work and similar nature are defined as follows:**

- Comparable scope of work in terms of technical requirements and operations
- “Similar nature” refers to generator design, specification, supply, delivery, installation, testing and commissioning.
  - The works shall include but not restricted to Electrical Distribution boards, panels, switchgear, trenching, cabling, and cable accessories, wiring and earthing etc.
  - Generally, fault finding as well as breakdown callouts are usually outside the normal working hours

- Tenderer's Experience (4EB or higher)

<b>Criterion: Tenderer's Experience (4EB or higher)</b>	
<p>Notes:</p> <p>“Context” refers to public/private sector employment</p> <p>“Scope” relates to the scope of works</p> <p>“Successfully completed” implies a project that has been completed on time and to specification.</p>	
<p><b>Note: Projects which are submitted without signed completion certificates, at Tender, will not be considered</b></p>	
<p>“Similar nature” refers to works pertaining to <b><u>generators and related electrical reticulations</u></b></p>	
Level 1	No information provided, OR submission of no substance OR irrelevant information provided
Level 2	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>7 projects</u> of a similar nature within the past 10 years.
Level 6	To have successfully completed (i.e. on time and to specification) <u>8 + projects</u> of a similar nature within the past 10 years.

**Scope of work and similar nature are defined as follows:**

- Comparable scope of work in terms of technical requirements and operations
- “Similar nature” refers to generator design, specification, supply, delivery, installation, testing and commissioning.
  - The works shall include but not restricted to Electrical Distribution boards, panels, switchgear, trenching, cabling, and cable accessories, wiring and earthing etc.
  - Generally, fault finding as well as breakdown callouts are usually outside the normal working hours

- Organogram and Experience of Key Staff

<b>Criterion: Project Organogram and Experience of Key Staff</b> "Similar nature" refers to works pertaining as per Clause H.3.9			
	<b>Professional Technician or higher (Only 3 or 4EB and higher)</b>	<b>Registered Installation Electrician</b>	<b>Trade Tested Artisan</b>
Level 1	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 2	<b>Professional Electrical Technician or higher:</b> Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 2 years relevant experience on projects of a similar nature	<b>Registered Installation Electrician:</b> NTC 3 / Matric, Registered with Department of labour and minimum 1-year relevant experience on projects of a similar nature	<b>Trade Tested Artisan:</b> NTC 3 / Matric, Trade test certificate and minimum 1-year relevant experience on projects of a similar nature
Level 3	<b>Professional Electrical Technician or higher:</b> Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 3 years post registration relevant experience on projects of a similar nature	<b>Registered Installation Electrician:</b> NTC 3 / Matric, Registered with Department of labour and minimum 2 year's post relevant experience on projects of a similar nature	<b>Trade Tested Artisan:</b> NTC 3 / Matric, Trade test certificate and minimum 2 years post relevant experience on projects of a similar nature
Level 4	<b>Professional Electrical Technician or higher:</b> Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 4 years post registration relevant experience on projects of a similar nature	<b>Registered Installation Electrician:</b> NTC 3 / Matric, Registered with Department of labour and minimum 3 year's post relevant experience on projects of a similar nature.	<b>Trade Tested Artisan:</b> NTC 3 / Matric, Trade test certificate and minimum 3 years post relevant experience on projects of a similar nature
Level 5	<b>Professional Electrical Technician or higher:</b> Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 5 years post registration relevant experience on projects of a similar nature	<b>Registered Installation Electrician:</b> NTC 3 / Matric, Registered with Department of labour and minimum 4 years post certificate relevant experience on projects of a similar nature	<b>Trade Tested Artisan:</b> NTC 3 / Matric, Trade test certificate and minimum 4 years post certificate relevant experience on projects of a similar nature
Level 6	<b>Professional Electrical Technician or higher:</b> Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 6 years or higher post registration relevant experience on projects of a similar nature	<b>Registered Installation Electrician:</b> NTC 3 / Matric, Registered with Department of labour and minimum 5 years post relevant experience on projects of a similar nature	<b>Trade Tested Artisan:</b> NTC 3 / Matric, Trade test certificate and minimum 5 years post certificate relevant experience on projects of a similar nature

- Technical Implementation Methodology & Quality Control (Only applicable to 1EB)

<b>Criterion: Technical Implementation Methodology &amp; Quality Control (Only applicable to 1EB)</b>	
The objective of this criteria is for the Tenderer to outline how they intend to implement the contract on a day-to-day basis; this includes the inspection for compliance, in terms of SANS 10142-1 and OHS Act (1993).	
<b>Level 1</b>	No information provided; OR submission of no substance / irrelevant information provided.
<b>Level 2</b>	The technical approach and/or methodology is less than acceptable and unlikely to satisfy scope requirements or objectives. Quality control statement is generic.
<b>Level 3</b>	Brief overview of a site-specific methodology which encompasses all programme activities in appropriate order and includes staff, and equipment resources, a brief description of preparatory work, construction processes including finishing works for each activity. Quality control statements are site specific with statements covering required inspection and testing of all electrical systems.
<b>Level 4</b>	The methodology is specifically tailored to address electrical installations requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the works. Quality control statements are site specific covering required sampling and testing for programmed activities including site specific quality control checklist for programmed activities.
<b>Level 5</b>	Besides meeting the "above Level 4" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working with electrical installation systems and producing the required final product.
<b>Level 6</b>	In addition to the requirements of level 5, the and equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Quality control report and material inspection traceability are site specific covering required inspection and testing of electrical standards. Supply quality inspection and test plan and control of corrections and non-conformances.

- Technical Implementation Methodology & Quality Control (Applicable to 2 or 3 and 4EB or Higher)

<b>Criterion: Technical Implementation Methodology &amp; Quality Control (Applicable to 2 or 3 and 4EB or Higher)</b>	
The objective of this criteria is for the Tenderer to outline how they intend to implement the contract on a day-to-day basis; this includes the inspection for compliance, in terms of SANS 10142-1 and OHS Act (1993).	
<b>Level 1</b>	No information provided; OR submission of no substance / irrelevant information provided.
<b>Level 2</b>	The technical approach and/or methodology is less than acceptable and unlikely to satisfy scope requirements or objectives. Quality control statement is generic.
<b>Level 3</b>	Brief overview of a site-specific methodology which encompasses all programme activities in appropriate order and includes staff, and equipment resources, a brief description of preparatory work, construction processes including finishing works for each activity. Quality control statements are site specific with statements covering required inspection and testing of all electrical systems.
<b>Level 4</b>	The methodology is specifically tailored to address generator installations requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the works. Quality control statements are site specific covering required sampling and testing for programmed activities including site specific quality control checklist for programmed activities.
<b>Level 5</b>	Besides meeting the “above Level 4” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working with generator installation systems and producing the required final product.
<b>Level 6</b>	In addition to the requirements of Level 5, the equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Quality control report and material inspection traceability are site specific covering required inspection and testing of electrical standards. Supply quality inspection and test plan and control of corrections and non-conformances.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final evaluation score.

### **The additional conditions of submission are:**

## H.2.4 Acknowledge addenda

Add the following paragraphs to the clause:

“Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

**H.3.11 Prohibition on awards to persons in the service of the state** : Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

### H.3.12 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager  
**Attention Ms S. Pillay** eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN  
4000

## **PART E2 : RETURNABLE DOCUMENTS**

### **E2.1 : LIST OF RETURNABLE DOCUMENTS**

#### **E2.1.1 General**

The submission document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The respondent is required to complete each and every Schedule and Form listed below to the best of his / her ability as the evaluation of submissions will be based on the information provided by the respondent. Failure to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the submission is not responsive

#### **E2.1.2 RETURNABLE SCHEDULES, FORMS AND CERTIFICATES**

Compulsory Enterprise Questionnaire  
Certificate of Attendance at Clarification Meeting  
Tax Compliance Status PIN / Tax Clearance Certificate  
Contractor's Health and Safety Declaration  
MBD 4 : Declaration of Interest  
MBD 5 : Declaration For Procurement Above R10 Million  
MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations (not applicable)  
MBD 6.2 : Declaration Certificate For Local Production And Content (not applicable)  
MBD 8 : Declaration of Bidder's Past SCM Practices  
MBD 9 : Certificate of Independent Bid Determination  
Joint Venture Agreements (not applicable)  
Record of Addenda to Tender Documents (if applicable)

#### **ELIGIBILITY**

Declaration of Municipal Fees  
Registration with Compensation Commissioner  
CSD Registration Report  
Verification of CIDB Registration and Status  
Experience of Tenderer

#### **TECHNICAL AND EVALUATION SCHEDULES**

Experience of Tenderer  
Proposed Organisation and Staffing  
Key Personnel  
Experience of Key Personnel  
Construction Approach, Methodology and Quality Control  
Plant and Equipment  
Contractor's Health and Safety Plan  
Joint Venture Agreements (Not Applicable)

**E2.1.3 Preferential Procurement Schedules and Affidavits**

In the event of the Tenderer not being registered with the eThekwini Municipality the following documents, available from the internet ([www.durban.gov.za](http://www.durban.gov.za)), must be completed and submitted prior to the submission of tenders:

- Application for Registration on the eThekwini Municipality Procurement Directory.
- Application for Targeted Enterprise Status.
- Women Equity Declaration Affidavit.
- Declaration for Black Business Enterprise / Woman Business Enterprise / SMME Status.

## **PART E2 : RETURNABLE DOCUMENTS**

### **E2.2 : SUBMISSION SCHEDULES**

#### **Company Specific**

Compulsory Enterprise Questionnaire  
Certificate of Attendance at Clarification Meeting  
Tax Compliance Status PIN / Tax Clearance Certificate  
Contractor's Health and Safety Declaration  
Certificate of Authority  
Declaration of Municipal Fees  
Compulsory Enterprise Questionnaire  
Registration with Compensation Commissioner  
Verification of CIDB Registration and Status  
CSD Registration Report

#### **Consolidated MBD Documents**

MBD4 : Declaration of Interest  
MBD5 : Declaration For Procurement Above R10 Million (not applicable)  
MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations (not applicable)  
MBD6.2 : Declaration Certificate For Local Production And Content (not applicable)  
MBD8 : Declaration of Bidder's Past SCM Practices  
MBD9 : Certificate of Independent Bid Determination  
Joint Venture Agreements (if applicable)  
Record of Addenda to Tender Documents (not applicable)

The submission schedules as listed in E2.1.2 above can be found on pages 21 to 56.

#### **NOTE:**

The Bill of Quantities are not required to be completed by the tenderer at this stage.

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

<u>Ref</u>	<u>Description</u>	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	ID Number of enterprise's representative		
1.4	Position enterprise's representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR	
1.7	VAT registration number, if any:		
1.8	CIDB registration number, if any:		
1.9	Department of Labour: Registration number		
1.10	Department of Labour: Letter of Good Standing Certificate number		
2.0	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>		
	<b>Full Name</b>	<b>Identity No.</b>	<b>Personal income tax No. *</b>
2.1			
2.2			
2.3			
2.4			
3.0	<b>Particulars of companies and close corporations</b>		
3.1	Company registration number, if applicable:		
3.2	Close corporation number, if applicable:		
3.3	Tax Reference number, if any:		
.4	South African Revenue Service: Tax Compliance Status PIN:		
4.0	<b>Record in the service of the state</b> (Insert on a separate page if necessary)		

Ref	<u>Description</u>	Complete or Circle Applicable																					
<p>Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:</p> <table> <tbody> <tr> <td data-bbox="323 397 355 428"><input type="checkbox"/></td> <td data-bbox="367 397 665 428">a member of any municipal council</td> <td data-bbox="943 397 975 428"><input type="checkbox"/></td> <td data-bbox="987 397 1305 428">a member of any provincial legislature</td> </tr> <tr> <td data-bbox="323 445 355 477"><input type="checkbox"/></td> <td data-bbox="367 445 780 477">an official of any municipality or municipal entity</td> <td data-bbox="943 445 975 477"><input type="checkbox"/></td> <td data-bbox="987 445 1432 498">a member of an accounting authority of any national or provincial public entity</td> </tr> <tr> <td data-bbox="323 504 355 536"><input type="checkbox"/></td> <td data-bbox="367 504 861 536">a member of the board of directors of any municipal entity</td> <td data-bbox="943 504 975 536"><input type="checkbox"/></td> <td data-bbox="987 504 1421 557">a member of the National Assembly or the National Council of Province</td> </tr> <tr> <td data-bbox="323 563 355 595"><input type="checkbox"/></td> <td data-bbox="367 563 910 595">an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of</td> <td data-bbox="943 563 975 595"><input type="checkbox"/></td> <td data-bbox="987 563 1432 616">an employee of Parliament or a provincial legislature</td> </tr> <tr> <td data-bbox="323 601 355 629"><input type="checkbox"/></td> <td data-bbox="367 601 850 629">the Public Finance Management Act, 1999 (Act 1 of 1999)</td> <td></td> <td></td> </tr> </tbody> </table>				<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/>	a member of any provincial legislature	<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>	a member of the National Assembly or the National Council of Province	<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of	<input type="checkbox"/>	an employee of Parliament or a provincial legislature	<input type="checkbox"/>	the Public Finance Management Act, 1999 (Act 1 of 1999)		
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<input type="checkbox"/>	the Public Finance Management Act, 1999 (Act 1 of 1999)																						
<b>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</b>		<b>Name of institution, public office, board or organ of state and position held</b> <small>(tick appropriate column)</small> <table> <thead> <tr> <th data-bbox="1171 682 1237 713">Current</th> <th data-bbox="1248 682 1441 713">Within last 12 mths</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>		Current	Within last 12 mths																		
Current	Within last 12 mths																						
<p><b>5.0 Record of spouses, children and parents in the service of the state</b> (Insert on a separate page if necessary)</p> <p>Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:</p> <table> <tbody> <tr> <td data-bbox="323 988 355 1020"><input type="checkbox"/></td> <td data-bbox="367 988 665 1020">a member of any municipal council</td> <td data-bbox="943 988 975 1020"><input type="checkbox"/></td> <td data-bbox="987 988 1305 1020">a member of any provincial legislature</td> </tr> <tr> <td data-bbox="323 1036 355 1068"><input type="checkbox"/></td> <td data-bbox="367 1036 780 1068">an official of any municipality or municipal entity</td> <td data-bbox="943 1036 975 1068"><input type="checkbox"/></td> <td data-bbox="987 1036 1432 1089">a member of an accounting authority of any national or provincial public entity</td> </tr> <tr> <td data-bbox="323 1096 355 1127"><input type="checkbox"/></td> <td data-bbox="367 1096 861 1127">a member of the board of directors of any municipal entity</td> <td data-bbox="943 1096 975 1127"><input type="checkbox"/></td> <td data-bbox="987 1096 1421 1127">a member of the National Assembly or the National Council of Province</td> </tr> <tr> <td data-bbox="323 1155 355 1186"><input type="checkbox"/></td> <td data-bbox="367 1155 910 1186">an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of</td> <td data-bbox="943 1155 975 1186"><input type="checkbox"/></td> <td data-bbox="987 1155 1432 1186">an employee of Parliament or a provincial legislature</td> </tr> <tr> <td data-bbox="323 1193 355 1220"><input type="checkbox"/></td> <td data-bbox="367 1193 850 1220">the Public Finance Management Act, 1999 (Act 1 of 1999)</td> <td></td> <td></td> </tr> </tbody> </table>				<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/>	a member of any provincial legislature	<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>	a member of the National Assembly or the National Council of Province	<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of	<input type="checkbox"/>	an employee of Parliament or a provincial legislature	<input type="checkbox"/>	the Public Finance Management Act, 1999 (Act 1 of 1999)		
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<b>Name of spouse, child or parent</b>		<b>Name of institution, public office, board or organ of state and position held</b> <small>(tick appropriate column)</small> <table> <thead> <tr> <th data-bbox="1171 1279 1237 1311">Current</th> <th data-bbox="1248 1279 1441 1311">Within last 12 mths</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>		Current	Within last 12 mths																		
Current	Within last 12 mths																						
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ol style="list-style-type: none"> <li>authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.</li> <li>confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.</li> <li>confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.</li> <li>confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.</li> <li>confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</li> </ol>																							

NAME (Block Capitals):

Date

SIGNATURE:

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

**Particulars of person(s) attending the meeting:**

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....

Signature: .....

Date: .....

### **TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the form: **Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

### **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the tenderer, must complete and sign the declaration hereafter in detail.

#### **Declaration by Tenderer**

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No):**

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

- 4 Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:


(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:


- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.**

NAME (Block Capitals):

Date

SIGNATURE:

#### **MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: "**in the service of the state**" means to be:

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

"**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.

- 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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Complete Item 1.1

Name of enterprise's representative

Complete Item 1.2

3.2 ID Number of enterprise's representative

Complete Item 1.3

3.3 Position enterprise's representative occupies in the enterprise

Complete Item 1.4

3.4 Company Registration number

Complete Item 3.1 or 3.2

3.5 Tax Reference number

Complete Item 3.3

3.6 VAT registration number

Complete Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

.....

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

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
-----	----

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
-----	----

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
-----	----

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
-----	----

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
-----	----

If yes, furnish particulars: .....

.....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer,*

*confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
**(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing?	
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>	
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2 If YES, provide particulars.	
.....	
.....	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	
3.1 If YES, provide particulars.	
.....	
.....	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	
4.1 If YES, provide particulars.	
.....	
.....	

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

NAME (Block Capitals):

Date

SIGNATURE:

**MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

Circle Applicable	
YES	NO

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide 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)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....  
.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

4.3.1 If YES, provide particulars.

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	NO
-----	----

4.4.1 If YES, provide particulars.

.....  
.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....  
.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.***

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

NAME (Block Capitals):

Date

SIGNATURE:

### **MBD 6.1: PREFERENCE POINTS CLAIM In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022) (Only Applicable at task level)**

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

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

#### **1.0 GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.2 The applicable preference point system for this tender is the 90/10 preference point system.
- 1.2 Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.
- 1.3 Preference Points for this tender shall be awarded for:
  - **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
  - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.
- 1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

#### **2.0 DEFINITIONS**

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

##### 80 / 20 Points System

OR

##### 90 / 10 Points System

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

$$Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

#### **MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

Circle Applicable	
YES	NO

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide 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)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

YES	NO

.....  
.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....  
.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....  
.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....  
.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.**

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

SIGNATURE:

## **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **NOTES**

- <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.
- <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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**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:

-----  
(Name of Bidder)

that:

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.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or 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.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**JOINT VENTURES AGREEMENTS (not applicable)**

Joint Venture agreement and Power of Attorney Agreements to be attached here.

### **RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

<b>ADD.No</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.**

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

NAME (Block Capitals):

Date

SIGNATURE:

### **DECLARATION OF MUNICIPAL FEES**

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<b><u>Account</u></b>	<b><u>Account Number: to be completed by tenderer</u></b>										
Consolidated Account											
Electricity											
Water											
Rates											
JSB Levies											
Other											

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer's place of business or business interests are outside the jurisdiction of eThekini municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation (if any) has been included in the tender submission.**

NAME (Block Capitals):

Date

SIGNATURE:

## **REGISTRATION WITH COMPENSATION COMMISSIONER**

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

### **Clause 80: Employer to register with commissioner and furnish him with particulars**

The Act requires that an Employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

### **Clause 82: Employer to furnish returns of earnings**

The Act requires an Employer to furnish the commissioner with a return showing:

- The amount of earnings paid by him to his employees.
- Any further information as may be prescribed or as the commissioner may require.

Any Employer who fails to comply with the provisions of the this clause is guilty of an offence.

### **Clause 86: Assessment to be paid by an employer to commissioner**

The Act states that an Employer will receive notices of assessment from the commissioner. The Employer must pay the commissioner the assessment amount on the notices.

### **Clause 89: Mandators and contractors**

The Act requires a contractor (a person with a contract with a mandator) to register as an Employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in “good standing” with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfonline.labour.gov.za/VerifyLOGS> ).

**Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## CSD REGISTRATION REPORT

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

 <b>CENTRAL SUPPLIER DATABASE</b> FOR GOVERNMENT	Report Date:     Report Ran By:    		
<b>CSD REGISTRATION REPORT</b>			
<b>SUPPLIER IDENTIFICATION</b>			
Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

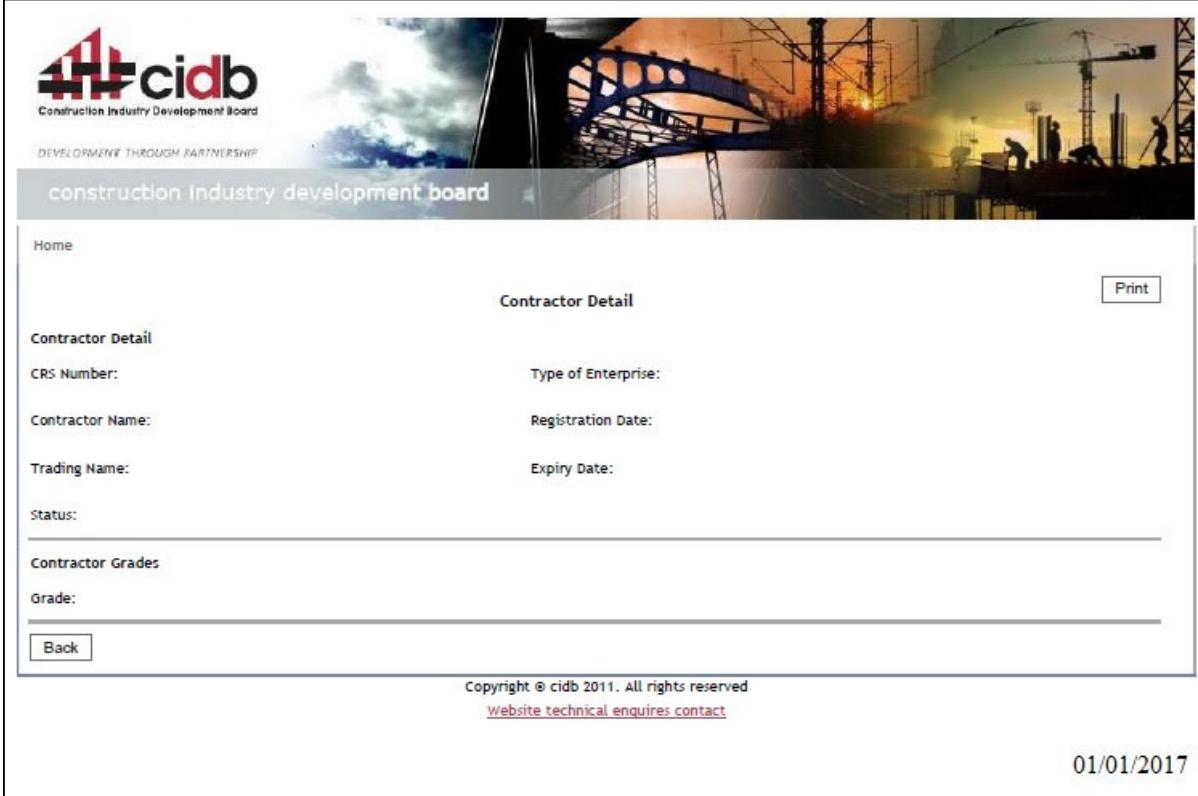
**SIGNATURE:**

## **VERIFICATION OF CIDB REGISTRATION AND STATUS**

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.



The screenshot shows a web page from the CIDB website. At the top is the CIDB logo and a banner with a construction site image. Below is a navigation bar with 'Home' and 'Contractor Detail' buttons, and a 'Print' button. The 'Contractor Detail' section contains fields for CRS Number, Type of Enterprise, Contractor Name, Registration Date, Trading Name, Expiry Date, and Status. Below this is a 'Contractor Grades' section with a Grade field. At the bottom are 'Back' and 'Print' buttons, and a copyright notice: 'Copyright © cidb 2011. All rights reserved' and 'Website technical enquiries contact'. The date '01/01/2017' is also visible.

**Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation (if any) has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **EXPERIENCE OF TENDERER**

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 10 years) executed by myself / ourselves.

Tenderers are to submit copies of **signed reference letters/work orders/completion certificates (applicable only to 2EB)**, **completion certificates (applicable only to 3EB and 4EB or Higher)** for all projects submitted and all to complete provided below template. Failure to submit **signed reference letters/work orders/completion certificates**, project will not be considered. **1EB** Tenderers are not required to submit any copies of **signed reference letters/work orders/completion certificates**.

***Attach additional pages if more space is required***

NAME : ..... (Block Capitals)

**SIGNATURE** : ..... **DATE:** .....  
*(of person authorised to sign on behalf of the Tenderer)*

### **PROPOSED ORGANISATION and STAFFING**

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

### **KEY PERSONNEL**

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Professional Electrical Technician or Higher Registered with ECSA, Installation Electrician and Electrical Trade Tested Artisan).

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
<b>Key Staff:</b>		
<b>Professional Electrical Technician or Higher Registered with ECSA – (only applicable to 2EB, 3EB and 4EB or higher)</b>		
<b>Installation Electrician (applicable to all grades)</b>		
<b>Electrical Trade Tested Artisan (applicable to all grades)</b>		
<b>Others:.....</b>		
.....		

Note: CVs of key personnel may be requested during the contract period.

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

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(*of person authorised to sign on behalf of the Tenderer*)

## **EXPERIENCE OF KEY PERSONNEL**

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of the Professional Electrical Technician or Higher Registered with ECSA (applicable to 2EB, 3EB and 4EB or higher only), Installation Electrician and Electrical Trade Tested Artisan of not more than 2 pages should be attached to this schedule:**

Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

**Note:**

Where the staff proposed is not currently employed by the tenderer, a letter of intent to employ the individual, upon successful award of the contract, must be submitted with the CV.

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

NAME : ..... (Block Capitals)

SIGNATURE : .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## **EXPERIENCE OF KEY PERSONNEL (Continued...)**

Tenderers to complete below curriculum vitae template by hand for all key staff:

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

<b>CURRICULUM VITAE OF KEY PERSONNEL</b>			
<b>DESIGNATION:</b>			
Name:		Date of birth:	
Profession:		Nationality:	
<b>Formal Qualifications:</b>			
Qualifications	Name of Institutions / Training Centre		Year Obtained
1			
2			
3			
4			
5			
6			
<b>Professional Registrations/Designation:</b>			
Professional Registrations / Designation	Professional Body / Council		Registration Number
1			
Name of Employer (firm):		Full Time:	Yes
Current Position:		Years of Experience:	
<b>Employment Record:</b>			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
<b>Specific Experience Record Pertinent to Required Service and Value of Works per Projects Undertaken:</b>			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

## **TECHNICAL IMPLEMENTATION METHODOLOGY & QUALITY CONTROL**

### **Implementation Approach and Methodology**

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed plant equipment's, vehicles, key staff, reactive and proactive, reporting, including health and safety aspects to be used for the generator and electrical installation tender. This also includes training of the staff annual program.

### **Approach to the work**

- The Tenderer shall describe concisely, step-by-step, its approach to the assignment. This description should include notes on the procedures and the number of staff to be employed for the work.
- The tenderer shall set out the information to be sourced from the client records in detail, as well as the time frames for its sourcing and allocation.
- The tenderer shall submit a draft schedule of activities for each building which is to include the proposed timeline for audit, implementation, and project completion.
- Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages

### **Quality Control**

The quality control statement must discuss contractor work distribution procedures/strategies and turn-around time to complete works. Discuss what tests and control measures are to be employed on site to attain the specified results and the associated activities. Ascertain the reliability of materials to be SANS, South African Bureau of Standards (SABS), International Standard Organisation (ISO) and OHSA compliant

***The tenderer must attach his / her Construction Methodology and Quality Control information to this page.***

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

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**PLANT and EQUIPMENT (Only applicable at the task level)**

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

*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 accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

### **CONTRACTOR'S HEALTH AND SAFETY PLAN**

The detailed safety plan will take into consideration the site specific risks as mentioned under Part E.3.2: Project Specification. A generic plan will not be acceptable.

NAME : ..... (Block Capitals)

SIGNATURE : ..... (of person authorised to sign on behalf of the Tenderer) DATE: .....

## **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

### **Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are  
to Circle Applicable

(a) From my own competent resources as detailed in 4(a) hereafter:	<b>YES</b> <b>NO</b>
(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:	<b>YES</b> <b>NO</b>
(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:	<b>YES</b> <b>NO</b>

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

<b>NAMES OF COMPETENT PERSONS</b>	<b>POSITIONS TO BE FILLED BY COMPETENT PERSONS</b>

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired:  
.....  
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor:  
.....  
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

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**PART E3 : INDICATIVE SCOPE OF WORK**

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**E3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

**E3.1.1 Client's / employer's objectives**

The eThekwini Municipality has identified the need to appoint through the framework panel a list of service providers to Supply, delivery, installation, and commission standby generators for Council buildings.

**E3.1.2 Description of Works**

Tenders are hereby invited to tender for the Expression of Interest Framework Contract to conduct the standby generator design, specification supply, delivery, installation, testing and commissioning within the eThekwini Municipality.

**E3.1.3 Description of Site and Access**

The site is in all wards within eThekwini Municipality (**Ward No. 00**).

**E3.1.4 Nature of Ground and Subsoil Conditions**

To be confirmed as per Task order

**E3.1.5 Programming of Works**

The contractor shall programme the identified works in terms of the Service Level Agreement (e.g. works order detailed progress report after 12 hours) and ensure all works orders are undertaken within the three (3) financial years.

The contractor shall programme the identified works so as to ensure that the full scope of the works are undertaken and completed within 30 working days

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### **E3.1.6 Key Personnel**

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement the work; personnel must further be able to project manage and including being able to deal with socio-economic and related conditions arising from such works.

### **E3.1.7 Co-operation with other services providers / Stakeholders**

In undertaking the works, the appointed contractor will be required to work closely with, but not limited to:

- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Business Interest Groups
- Materials and equipment suppliers

### **E3.1.8 Quality Management**

The contractor shall be fully responsible for the management of all sub-contractors appointed. The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub-contractors is conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

### **E3.1.9 Limitation on Designs**

It must be noted that detailed scope and associated designs for works required may not be available at time of award of task order. The contractor must therefore have sufficient competency to determine and implement site-based solutions using best practice principles and accepted norms and standards.

### **E3.1.10 Management Meetings**

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Programme Manager, Consultant and Contractor. Such will be held at venues provided by the Employer or Programme Manager.

The Contractor shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

### **E3.1.11 Payment Certificates**

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The Contractor will submit a proforma invoice to the EBS representative for processing. The pro-forma invoice will be inspected by the employers Works Controller and when approved, the contractor will be advised to submit a Tax Invoice with supporting documents (e.g. CoC, Technical Report, Photo before and after) for order of payments.

### **E3.2 PROJECT SPECIFICATIONS (applicable at the tender stage)**

#### **PREAMBLE**

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

#### **E3.2.1 GENERAL**

This framework panel covers the design, specification, supply, delivery, installation, testing and commissioning of new standby generator

#### **E3.2.2 Standby Diesel Generator**

The Contractor shall supply, deliver to site, off-load at site, install, commission and hand over in first class working order of a complete standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification. The plant generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator M.C.C.B. and all necessary switchgear, including the changeover equipment and on-load bypass switch. The stand-by generating set herein specified is to be supplied and installed complete with a sound attenuated canopy.

Generator shall be CUMMINS, PERKINS, CATERPILLAR, SCANIA or other similar approved. The brand offered must have a proven track record in a corrosive coastal environment and be backed up by local spares holdings and service staff.

Comprehensive brochures and a detailed parts list must be included in the submission. Any deviation from the submitted parts list will not be accepted unless authorised in writing by the Municipality or their appointed representative.

***The generator must be compliant with European Union Stage IIA Pollutant Emission Regulations and valid certification for this compliance must accompany the tender returnables. If the certification cannot be provided during the adjudication process, the tender will be deemed non-responsive.***

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**E3.2.3 Electrical Installation Reticulation**

A 4-core low voltage cable will be used to connect the generator to the changeover and the mains supply to the changeover.

**E3.2.4 Earthing**

The Contractor shall supply and install a Bare Copper Earth Wire around the standby diesel generator plinth complete with electrodes, buried in the ground.

The Contractor shall test the continuity of joints on all earthing points.

**E3.2.5 Building Works**

An allowance has been made for building work, which shall include the building of the concrete plinth and bund wall for the generator unit. The Contractor shall, where applicable, make good all openings and plaster and paint to match original finish.

- Concrete Plinth for Standby Diesel Generator - As per manufacturer specifications.
- Bund Wall - A bund wall shall be as per manufacturer specifications and shall contain 110% of diesel with 500mm walkway between the concrete plinth and the bund wall.

Architectural and structural plans and certification will be required for all building works.

**E3.2.6 Delivery**

The price quoted shall allow for delivery to site within 8 weeks on receipt letter of work order. The price shall allow for all rigging required for placement in position

**E3.2.7 Availability and Penalties**

The offers must clearly indicate availability of units or, where not in stock, delivery lead times from date of confirmation of order.

**E3.2.8 Maintenance**

The standard minimum 12 months guarantee on equipment and workmanship shall apply.

The backup services require a maximum one (1) hour response time in the event of a fault. Should the successful supplier not be able to do so, the cost of repair / maintenance services will be for their account.

**E3.2.9 Documentation to be Submitted with Tender (applicable at the tender stage)**

The tender submission must include the following documentation for the offer to be considered responsive:

- a.) Equipment Brochures and Guarantees
- b.) EU Emissions Certification
- c.) Correctly Completed Form of Tender
- d.) Correctly Completed Form of Guarantee
- e.) Completed Priced Bill of Quantities
- f.) Original Tax Clearance Form
- g.) Letter of Good Standing from the Department of Labour

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- h.) BBBEE Certificate by a SANAS Approved Verification Agency
- i.) Certificate of Applicable Exchange Rate and Imported Values

**E3.2.10 Completion of All Works**

The successful tenderer shall complete the whole of the works as specified to the satisfaction of the Engineer and Client Representative within the timeframe required in the letter of award, as discussed and agreed before award.

**E3.2.11 Inspection and Testing**

On completion, the Electrical Contractor shall carry out his own testing to ensure that the installation complies with the "Code of Practice for the Wiring of Premises" (S.A.B.S. 0142-1993) read in conjunction with "Electricity supply Bylaws" and the detailed requirements as set out in this specification.

The Electrical Contractor shall test the installation in the presence of the Engineer and Client Representative.

**NOTE:** A Certificate of Compliance shall be completed by the Electrical Contractor and submitted to the Engineer.

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**E3.2.11.1 STANDBY DIESEL GENERATOR (applicable at the tender stage)**

**1. General**

The generator set herein specified is to be installed at the varios building of the eThekwin Council. The generator shall supply emergency power to the building.

**KINDLY NOTE THAT THE EQUIPMENT OFFERED SHALL BE GENUINE AND SUPPORTED FULLY BY THE ORIGINAL EQUIPMENT MANUFACTURERS LOCAL AGENTS / DISTRIBUTORS.**

**Generators shall be CUMMINS, PERKINS, CATERPILLAR, SCANIA or other equally approved and shall be prime power rated.**

**2. Plant Location**

The standby diesel generating set shall be located on the parking of the building.

Tenderers are advised to acquaint themselves with the site conditions including access, as no claim on the grounds of want of knowledge will be entertained.

**3. Plant Duties**

The diesel generating set and its ancillary equipment shall normally operate as an automatic mains failure unit. It shall be capable of delivering its full rated output at any time and any ambient conditions likely to occur at the site. The generating set will not be required to be synchronized with the main supply.

**4. System**

The system to which the plant is to be connected is 3 phase, 4 wire, 400 volt between phases and 230 volt between phase and neutral, with a frequency of 50 Hz.

**5. Rating**

The rating of the diesel generating set shall be based on operation of the set when equipped with all necessary accessories such as radiator fan, air cleaners, lubricating oil pump, fuel transfer pump, fuel injection pump, water circulating pump, and battery charging alternator.

The generator set shall be capable of delivering the specified output continuously under the site conditions without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BS5514.

**6. Diesel Engine**

**6.1 Type**

The engine shall be of the multi cylinder, four stroke cycle, cold starting, direct injection, compression ignition type, suitable for operation on diesel fuel.

**6.2 Cooling System**

The engine shall be of the water cooled type and the cooling system shall be of sufficient capacity to cool the engine when the set is delivering its full rated load.

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The engine shall be equipped with a heavy duty type radiator complete with engine driven fan and centrifugal water circulating pump and a thermostat to maintain the engine at the makers recommended temperature level.

A thermostatically controlled immersion heater shall be provided and fitted in the engine cooling circuit to ensure easy starting of the engine at any ambient temperature.

The heater shall be fitted so that it can easily be withdrawn without having to drain the system. The heater shall be suitable for a 220 volt 50 Hz supply.

A low radiator level shutdown sensor switch shall be fitted in the radiator header tank. A separate temperature sensor must be fitted on the block for the normal high engine temperature shutdown and gauge.

### **6.3 Speed**

The engine speed shall not exceed 1 500 R.P.M. at normal full load conditions.

### **6.4 Fuel**

The engine shall be capable of satisfactory performance on a commercial grade of distilled petroleum fuel oil such as No. 2 fuel oil. (Commercial grade diesel fuel).

### **6.5 Rating**

The engine shall be suitable for continuous running at the specified speed, delivering its rated output at the specified site conditions.

In addition the engine shall be capable of delivering 110% load for one hour, after the set has been running at full load for a period of six hours and shall, after the overload period of one hour be capable of maintaining the rated output continuously without any undue mechanical strain, overheating, incomplete fuel combustion or other ill effects.

The engine shall have sufficient capacity to start up and shall within 15 seconds from mains failure, supply the full rated load at the specified voltages and frequency.

### **6.6 Governor**

The engine shall be controlled by a governor to maintain governed speed for 50 Hz operation. Class A0 governing in accordance with B.S. 5514 as amended is required.

### **6.7 Fuel System**

The complete system shall be installed as required by the local fire Authorities and all costs to design and have the system approved by them shall be included in the tender price.

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#### **6.8      Base Mount, Integral Fuel Tank**

The Contractor shall supply a generator unit with a base mount fuel tank as part of the generator set. The base mount tank must have sufficient capacity to fuel the unit for 6 to 8 hours operation on full load. The fuel operation hours on full load must be confirmed in writing with the tender submission. The tank shall be filled after commissioning.

#### **6.9      Lubricating**

The engine shall be provided with a forced feed lubricating system with a gear type lubricated oil pump for applying oil under pressure to the main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and all other moving parts. Full flow replaceable element type oil filters, conveniently located for servicing, shall be provided. Filters shall be provided with a spring loaded by-pass valve to ensure circulation if the filters become clogged.

#### **6.10     Cylinder Liners**

The engine shall be provided with removable wet or dry type cylinder liners of close grained alloy iron.

#### **6.11     Air Cleaners**

The engine shall be provided with one or more dry type air cleaners which shall provide positive air filtration.

#### **6.12     Exhaust System**

The engine shall be fitted with an efficient SUPER RESIDENTIAL 3CR12 exhaust system. Flexible bellows shall be fitted between the exhaust outlet and the silencer. The flexible piping must on no account be used to form a bend or compensate for misalignment. The super residential silencer shall be located within the plant room and shall be of the highly efficient type suitable for use in residential areas and shall be capable of providing 30 to 40 decibels of suppression. The silencer and discharge piping shall be suitably supported on brackets. The exhaust silencer shall be suitably lagged then clad in galvanized sheet. The existing exhaust openings shall be re-used.

#### **6.13     Flywheel**

The flywheel shall be designed to limit the cyclic irregularities to within the limits laid down in B.S. 5514 as amended.

#### **6.14 Engine Starting**

The engine shall be equipped with a 24 volt starting system of sufficient capacity to crank the engine at a speed, which will allow starting of the engine.

The starting equipment shall include a 24 volt D.C. starter motor engaging directly on the flywheel ring gear. A heavy duty battery charging alternator and heavy duty, maintenance free batteries shall be supplied. The batteries shall be mounted in a battery box.

The batteries shall be connected to the engine with suitably rated P.V.C. insulated flexible leads.

The batteries shall have sufficient capacity to provide three automatic attempts to start immediately followed by three manual attempts without any appreciable drop in voltage. The automatic attempts to start shall each be of not less than 10 seconds duration with 10 second intervals between and the manual attempts shall be based on the same cranking period.

A device shall be provided to limit the cranking time of each automatic attempt to start, to the 10 seconds specified above and to provide three automatic attempts after which the automatic starting mechanism will cut out until manually reset and at the same time sound an audible alarm and illuminate the L.E.D. on the Controller. The engine driven battery charging alternator shall have sufficient capacity to recharge the batteries back to normal starting requirements in not more than six hours.

A battery charging unit of the trickle charge type shall be provided to maintain the batteries at full capacity. The charging equipment shall be connected so that the battery is normally charged from the mains, but is also charged under mains failure conditions from the diesel generating plant and if required via an inhibitor relay to prevent dual charging. The unit shall be complete with voltmeter, push button test, D.C. and A.C. protective gear. The charging unit shall be incorporated in the diesel generator control cabinet.

#### **6.15 Engine Instruments**

The following instruments with suitable limit markings shall be provided on the generator panel:

- a) Water temperature gauge. The gauge shall be calibrated at the lower part of the temperature range, so that when the engine is inoperative the temperature of the water is readable when heated by the immersion heater only. The temperature range shall extend beyond the operating range of the engine.
- b) Lubricating oil pressure gauge.

#### **6.16 Safety Controls**

The engine shall be equipped with the safety controls as specified in clause 9.4.

#### **6.17 Engine/Alternator Coupling and Base**

The engine and alternator shall be direct coupled and arranged for operation at 400/230 volt, 50Hz & 1500 RPM.

A steel fabricated DUPLEX base-frame complete with anti-vibration mounts between the engine / alternator combination and base shall be provided and must be able to be placed directly on the plant room floor. Teco pads shall be supplied and installed between the outer base frame and floor. Galvanized drip trays shall be supplied and positioned under the set.

### **7. Radiator Extract Ducting**

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A galvanised duct shall be provided and installed between the radiator face and outlet attenuator to positively duct the hot expelled air out of the plant area.

## 8. A.C. Generator

### 8.1 Rating

The generator shall be a 400/230 volt, 3 phase, 4 wire 50 Hz machine rated 300 kVA at 0.8 power factor. The generator rating shall be applicable for continuous service application.

### 8.2 Construction and Manufacture

The generator shall be a revolving field type, coupled directly to the engine flywheel through a flexible disc for positive alignment. The generator housing shall bolt directly to the engine flywheel housing and shall be equipped with a heavy duty ball bearing support for the rotor. The motor shall be dynamically balanced up to 25 % over speed.

The generator shall be of heavy duty compact design. Insulation shall be Class H as recognised by B.S.5514.

The generator field excitation shall be performed by a rotating exciter mounted on the generator motor shaft through a brushless rotating diode system. The voltage regulator shall be of the static-magnetic type with silicon diode control. It shall be mounted on the top or side of the generator and enclosed in a drip proof enclosure. A built in voltage adjusting rheostat shall provide 10 % voltage adjustment.

### 8.3 Performance

The generator shall be capable of continuously delivering the full rated load and providing a 10% overload for the period and in the manner specified for the engine in Clause 5.

### 8.4 Wave Form

The shape for the voltage and current wave shall be within the limits laid down by B.S. 5000.

### 8.5 Voltage Regulation and Response

The alternator shall be self-regulated and shall incorporate an automatic voltage regulator. The voltage regulation shall not exceed  $\pm 2\frac{1}{2} \%$ , from no load to full load, including cold to hot variations at any power factor between 0,8 lagging and unity and inclusive of speed variations within the limits stated in Clause 6.3.

Upon application of full load at a power factor of 0,8 lagging the alternator voltage shall recover to within  $2\frac{1}{2} \%$  of the steady state value within approximately 300 milliseconds.

Upon application of any load specified in transient, maximum voltage dip shall not exceed 20% of the nominal voltage when measured at the alternator terminals.

### 8.6 Windings

The generator stator windings shall be star connected with the star point brought out and connected to the neutral terminal in the terminal box on the generator to provide a 400/230 volt supply.

### 8.7 Terminal Box

The terminal box shall be fitted to suit the cable route and it shall be large enough to allow for glanding and connecting the cables specified in clause 5 of Project Specification

## 8.8 Radio and T.V. Interference

The generating set shall be suitably suppressed within the limits of B.S. 800 against radio and television interference.

## 9. Generator Control Panel

The Contractor shall supply a generator unit with a control panel as part of the set. The control panel shall be designed for the control of the diesel generator with instrumentation and protective devices to meet both manual and automatic requirements.

### Board Components

- a) 1 x 500A triple pole generator circuit breaker. The circuit breaker shall be rated to suit the generator offered and shall have both adjustable thermal and instantaneous overload elements.
- b) 1 x sets of 500A four pole automatic change-over isolators with motor operated mechanism suitably rated and with appropriate auxiliary and control contacts with electrical and mechanical interlocking arrangements to the approval of the Engineer.
- c) 1 x On load hand operated by pass switch suitably rated of the isolator type with three operating instructions labelled “NORMAL”, “OFF” and “BYPASS” to enable the change over equipment and control circuitry to be bypassed for maintenance purposes.
- d) 3 x CT's suitably scaled
- e) HRC fuses or circuit breakers for meters.
- e) Load, neutral and earth bus-bars.

### 9.2 Control Section in Separate Enclosure

- a) Automatic constant voltage battery charger.
- b) Control C/B for instruments.
- c) Control relays for change over system.
- d) 24 Volt fuel relays.
- e) Terminal strips.

### 9.3 Door Mounted Components

Deep Sea (DSE 8610), Lovato (RGK800) or equally approved controller for the control of the set, together with emergency stop push buttons of the latching type.

## 9.4 Safety Controls

The following safety controls must be included for each generator:

- Over voltage

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- Under voltage
- Low fuel
- Extra low fuel level shut down
- Emergency stop buttons
- Low radiator water
- Over speed
- Under speed
- Oil pressure
- Over temperature
- Overload trip

## 10. Electrical

### 10.1 Cabling

The existing cables shall be re-used, but it is the Contractor's responsibility to ensure that all cabling is done in accordance with the requirements of the S.A.N.S. Wiring Code (S.A.N.S. 10172-1: 2006 as amended).

### 10.2 Earthing

The neutral point of the generator shall be solidly connected, by means of an appropriate size of insulated earth conductor, to the earth bar in the alternator terminal box and in the panel. All plant, ancillary equipment and steel work shall be suitably bonded together with an appropriate size of bare copper tape which shall also be connected to the earth bar.

### 10.3 Phase Rotation

The Contractor shall ensure that the mains and generator phase rotations are identical.

## 11. Painting

The generator set shall be painted with best quality grey enamel paint.

The control panel shall be powder coated RED.

## 12. Testing

### 12.1 Testing at Contractor's Premises

An acceptance test shall be carried out at the Contractor's works to establish that the diesel generating plant and its ancillary equipment meets with the requirements of the specification.

The Contractor shall give the consultant at least seven days notice prior to testing the plant. In the event of the plant failing the test and having to be re-tested, at some future date, all expenses (including travelling) incurred by the consultant in attending the second test will be to the Contractor's account.

- a) Simulate a mains failure to automatically start the plant from cold to test its ability to attain full rated speed and voltage and assume the full load in the specified time of 15 seconds.
- b) Test run the plant at full load for a period of one hour.

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- c) Immediately after the above specified run, without stopping the plant, run it for a further hour at 110 % load.
- d) Test the plant with regards to voltage dip, voltage and frequency recovery, with a sudden application of various loads.
- e) Test the plant for its ability to assume full rated load and synchronize on failure of the normal supply.
- f) Test and demonstrate (by simulation only where actual Conditions could damage the plant and its ancillary equipment) the correct operation of the engine safety controls and alarms together with other alarms as specified.
- g) Any other tests the client may consider necessary to establish that the diesel generator and its ancillary equipment as a whole is functioning correctly and in accordance with the specification.

**Please note:**

The Contractor shall provide necessary instruments and equipment for carrying out the tests. The test equipment shall be capable of producing 100 % load for one hour and 110 % load for a further hour continuously without interruption. The test load shall be adjustable and balanced over three phases.

## 11.2 Tests on Site

On completion of the installation of the plant, the following test shall be carried out.

- a) Automatic starting and stopping with load change over. The load in this instance will be provided by the client.
- b) Test by simulation only of the operation of the engine protection and alarm devices.
- c) Any other tests which the consultant may require on site.

## 13. Warning Notices

The Contractor shall provide and install in a conspicuous position a clearly legible and indelible notice 450mm x 450mm made from non-deteriorating material, preferably plastic with red letters on a white background worded to read as follows:

**DANGER**

**THIS ENGINE WILL START WITHOUT NOTICE. TURN STATUS SELECTOR SWITCH ON CONTROL PANEL TO "OFF" POSITION BEFORE WORKING ON THE PLANT.**

## 14. Operating and Maintenance Manuals, etc

The Contractor shall supply three complete comprehensive sets of operating and maintenance manuals complete with schematic control diagrams and complete spare parts list for both engine and generator.

The above manuals are to be handed to the authorised representative on completion of the installation.

A complete set of schematic diagrams shall be laminated and mounted within a wooden frame on the plant room walls.

In addition a complete schematic diagram of the power and control circuitry is to be left inside the control panel.

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**NOTE:** Under no circumstances will first delivery be taken of the plant unless these requirements have been completed.

## 15. Drawings

Within one month of the receipt of order, the successful Tenderer shall submit prints of each of the following drawings:

- a) Schematic of the complete electrical systems, including starter motor, battery and automatic battery charger.
- b) Dimensioned layout of all the plant in the generator.

## 16. Spare Parts

Tenderers must give with their tender an assurance that spare parts for the plant offered by them as a whole are readily available within the Republic of South Africa and to state where these are available.

## 17. Guarantee and Maintenance

### 17.1 General

The Contractor shall guarantee and maintain the Contract Works for a period of twelve months after first delivery of the plant. During the maintenance period the Contract Works shall be maintained as specified in Clause 18 by the Contractor and any defective material, equipment or workmanship (excepting proven, willful or accidental damage, or fair wear and tear) shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the client.

### 17.2 Making Good

When called upon by the client the Contractor shall make good on site and shall bear all expense incidental thereto including making good of work by others, arising out of removal or reinstallation of equipment. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.

If any defects are not remedied within a reasonable time the client may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the client may have against the Contractor.

### 17.3 Latent Defects and Failure to Comply with Specification

The client reserves the right to demand the replacement or making good by the Contractor at his own expense of any part of the Contract which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.

### 17.4 Qualification by Tenderer

Should any specified materials or equipment in the Tenderer's opinion be of inferior quality, or be unsuitably employed, rated or loaded, the Tenderer shall prior to the submission of his tender advise the consultant accordingly. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

### 17.5 Maintenance

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At quarterly intervals during the guarantee period of twelve months the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order.

As a minimum requirement he shall:

- a. Check and top-up if necessary, the fluid levels in the radiator, engine sump, fuel oil tank and batteries.
- b. Test run the standby plant and ancillary equipment for a period of 15 minutes.
- c. Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
- d. Fill in the standby plant logbook.

The cost of such inspections, maintenance, adjustments, repairs, etc., shall be included in the tender price, but the cost of renewing any part which may become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months, the Contractor shall, if called upon by the client, at His own expense replace the whole or such parts thereof as the client may deem necessary with equipment to be specified by the client. Approval - tacit or otherwise - of the equipment installed shall be considered as provisional only and shall not invalidate the client's right as indicated above.

## 18. Schedule of Information

### 18.1 General

Tenderers must complete the following schedule of information and are to submit with their tender comprehensive literature on the equipment offered.

### 18.2 Diesel Engine

- a) Make and Model .....
- b) Type (four stroke) .....
- c) Rated output sea level .....KW
- d) Governed speed .....RPM
- e) Number of cylinders .....
- f) Diameter of cylinders .....mm
- g) Stroke of piston .....mm
- h) Piston speed .....m/minute
- i) Type of air cleaner .....
- j) Type of lubricating oil filter .....

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k) Make and type of injection system .....  
l) Type and number of fuel filters .....  
m) Manufacture and type of turbo-charger .....  
n) Manufacturer and type of governor. .....  
o) Max cyclic variations .....  
p) Speed variation for sudden release or application of load:  
i) Temporary .....  
ii) Permanent .....  
q) Max percentage of rated load that may be applied  
immediately after start .....  
r) 100% Rated full load may be applied seconds after  
initiation of starting sequence .....  
s) Specific fuel consumption at full load. Litres/ HR  
(submit curves) .....  
t) Air quantity required for engine cooling .....cu.m/min  
u) Cross sectional area of radiator air as specified) discharge outlet required .....  
.....

### 18.3 Starting Battery

a) Manufacturer .....  
b) Type .....  
c) Capacity .....  
d) Voltage .....

### 18.4 Alternator

a) Make .....  
b) Type .....  
c) Type of bearings .....  
d) Method of lubrication .....  
e) Rated load at 0.8 power factor at 380/220 volt 50Hz .....  
f) Efficiency of alternator at full load .....  
g) Output voltage within governed speed range at:

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i)	No load	.....Volts
ii)	50%load	.....Volts
iii)	100% load	.....Volts
iv)	110% load	.....Volts
h)	Method of voltage regulation	.....
i)	Continuous rating.	.....K.V.A./AMPS

### 18.5 Control Cubicle

a)	Manufacturer	.....
b)	Dimensions of control cubicle:	Length.....mm Width .....mm Height.....mm
c)	Type of control equipment	.....
d)	Type, make and rating of set ACB's	.....
e)	Type, make and rating of load ACB's	.....
f)	Rupturing capacity at rated voltage of main A.C.B.	.....K.A.
g)	Method of tripping employed in main ACB's	.....
h)	Range of load setting of ACB's	.....
i)	<b>Voltmeter</b>	
i)	Make and type	.....
ii)	Dial dimensions	.....
iii)	B.S.S. accuracy	.....
j)	<b>Maximum Demand Ammeters</b>	
i)	Make and type	.....
ii)	Dial dimensions	.....
iii)	Time lag	.....
iv)	B.S.S. accuracy	.....
k)	<b>Frequency Meter</b>	
i)	Make and type	.....
ii)	Dial dimensions	.....
iii)	B.S.S. accuracy	.....

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**18.6 Mass of Plant** .....kg

**18.7 Overall Dimensions of Container and Plant Including Attenuators**

Length.....

Height.....

Width .....

**18.8 Type and Rating of Equipment to be Used for Load Tests**

.....

**18.9 Tank Make and Model**

.....

.....

**18.10 Make, Type and Model Number of Sound Attenuation Equipment**

Attenuators .....

Louvers to suit .....

Acoustic double door .....

### **E3.3 STANDARD SPECIFICATIONS**

**E3.3.1** The Specifications on which this contract is based are the **SANS10142-1**. This document is obtainable separately, and Tenderers shall obtain their own copies at their own cost.

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

#### **E3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS (None)**

### **ELECTRICAL WORK**

#### **1. General**

This Specification defines the general conditions and technical standards to be employed in the electrical installation to be installed at Security Management Unit.

Hereinafter where the term Engineer is used it shall mean the the authorised representative of the Electrical Building Services of the Architecture Department. Where the term Electrical contractor or The Contractor is used, it shall mean Contractor appointed in terms of this contract. The terms Contract, Work, Works or Installation shall mean the Contract works specified in this contract.

The Electrical Contractor shall carry out the complete works in accordance with the Specification, and shall provide and install all items necessary for the proper functioning of the installation, even though such items may not be specifically referred to in the Specification.

#### **2. Documents**

The complete installation shall comply with the requirements of this Specification. Should any part of this Specification not be clear, the Engineer should be contacted for clarification.

The Tenderer shall, at all times of tendering, draw the Employer's attention to any omission or discrepancy in the specification and request clarification of details and responsibilities.

It is the responsibility of the Tenderer to ensure that all quotations obtained from the manufacturers and suppliers are complete in their entirety and must include all equipment and accessories necessary for compliance with the current practice and the efficient and proper functioning of the installation.

If any such items of equipment, brackets and accessories, etc., have been omitted from a supplier's quotation, or incidental work is necessary, the Tenderer must include for all such items and work in the tender.

#### **3. Compliance with Regulations**

The entire installation shall be completed to the satisfaction of the Engineer and shall be carried out in accordance with the following:

- a) The current edition of Code of Practice for the Wiring of Premises as issued by the South African Bureau of Standards (SANS 10142)
- b) The current S.A.N.S. and B.S. regulations/specifications

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- c) The Standard Electrical Specification included in this document.
- d) The Occupational Health and Safety Act No. 85 of 1993.
- e) The Municipal by-laws and any special requirements of the Supply

No breaches will be accepted on account of lack of knowledge of such specifications or regulations.

#### **4. Standard of Workmanship**

All work covered by this specification shall be carried out by a registered electrical contractor, in accordance with the conditions in clauses set out in the preamble. Where any aspect of the work is not specifically mentioned in these clauses, the "Code of Practice for the Wiring of Premises" (S.A.B.S. 0142-1993) as published by the Council of the South African Bureau of Standards, shall apply.

Workmanship shall be of a high standard and all tubing and wiring shall be carried out by the Licensed Electrical Wireman assisted by competent employees. The Engineer may, at any time during the course of construction reject any work which is not carried out to his satisfaction, and it shall be brought up to standard at the expense of the Electrical Contractor.

On completion of the works, the Engineer shall be contacted in order that a detailed inspection may be made, to determine whether the quality of workmanship has been satisfactorily carried out.

The Electrical Contractor shall at all times be responsible for the quality of materials and workmanship in his contract.

#### **5. Quality of Materials**

All materials and fittings used shall be approved and conform to those specified in the schedules of this specification. Any variance from these standards will not be allowed except, with written consent of the Engineer.

In all cases, reference shall be made to the relevant S.A.B.S. specifications where such specifications apply and are available for general application.

The Electrical Contractor shall place orders for specified materials and equipment promptly upon being awarded the contract. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed within 14 days of the contract being awarded.

Delay in the works owing to non-delivery of materials will be considered as a cause for delay in completing the contract works.

The Electrical Contractor, shall if called upon to do so, submit samples of materials, equipment or individual components for examination or testing to the Engineer and/or other parties as instructed.

#### **6. Supervision of Contract**

The Electrical Contractor shall employ on the building at all times a competent foreman or chargehand and any instruction given him by the Engineer shall be deemed to have been given to the Electrical Contractor, except where such instructions or information herein mentioned or inferred as having to be given in writing.

#### **7. Progress of Work**

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On acceptance of a tender the work shall be put in hand immediately and a sufficient number of workmen and assistants employed to ensure work progresses.

If, in the opinion of the Engineer the work is being unduly delayed the Electrical Contractor shall, upon being called upon to do so, increase the number of men employed to promote that rate of progress to the required extent.

**8. Discrepancies**

Should there appear to be any discrepancy, or lack of agreement in respect of description, dimensions or quantities between various documents, the matter shall be referred by the Electrical Contractor to the Engineer for decision.

**9. Contingencies**

Where a contingency sum is included in the Form of Tender, this shall be expended only on written instructions from the Engineer. The contingency sum shall be deducted from the final account in which all variations will be fully detailed.

**10. Variation**

The Electrical Contractor shall be responsible for seeing that he is issued with variation orders during the progress of the work, as claims for extras will not be recognised after completion of the contract unless the corresponding variation orders have been issued during the course of the works. Such variation orders shall be priced by the Electrical Contractor within seven (7) days of the date of issue and forwarded to the Engineer.

At the time of the award of the contract for the electrical installation, the successful Electrical Contractor shall supply a list of rates for materials and labour for the calculation of additions and omissions.

Unless otherwise stated by the Electrical Contractor, the schedule of minimum rates for additions and/or omissions as laid down by the "Electrical Contractors Association (Natal Branch)" shall apply.

**11. Site Meetings**

Site meetings may/will be held during the course of the contract. Such meetings shall be convened by the Engineer at a time to be determined after the awarding of the contract. The Electrical Contractor, or his representative, may/will be required to attend all such meetings, in addition to normal visits to the site as arranged with the Engineer.

**12. Handing Over of Works**

The whole of the installation carried out under this contract shall be handed over in full working order. No portion of the installation will be accepted until it has satisfactorily passed tests to the satisfaction of the Engineer or his/her representative.

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#### **E3.4 PARTICULAR SPECIFICATIONS**

#### **INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

#### **E3.3.3 Proof of compliance with the law**

The Contractor shall ensure full compliance will all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

#### **E3.3.4 Description of the Framework Process**

The Employer will enter into a number of Contracts with Contractors following a functionality selection process, for services for a term of three (3) years.

A Unit or Department of the Employer requiring services falling within the scope of a Tender Contract, may, following the preparation of a Task Order (see Annexure C3.5.5) in accordance with the Employer's procurement procedures open competition amongst all Contractors, and who are eligible in terms of their CIDB grading (as determined by the agent's Task Order estimate), by inviting all such Contractors to submit quotations for a Task Order in terms of standardised documentation approved by the Bid Specification Committee and in accordance with the Tender Contract.

The value of works Task Orders will vary according to the scope of works included within and will be within the following **CIDB 1EB, 2EB, 3EB and 4EB or Higher** contractor grading categories.

#### **E3.3.5 Task Order Process**

Calls for quotations (C.) shall be invited via email for scope clarification/ briefing and issuing of Task Order as applicable for class EB scope of works. The Task Order will be out on tender for a duration of two weeks and should be returned to City Engineers, ground floor, foyer, SCM tender box. The Task Order will be evaluated in accordance with SCM process from BEC and BAC up to issuing of letter of award by City Manager. The most responsive tenderer will be awarded the Task Order on provision that their compulsory MBDs are in order.

Contractors can only be issued with Task Orders to provide the services within the term of the Tender Contract. Task Orders may, however, have a completion date which extends beyond the term of the Tender Contract.

The Task Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

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The Task Orders will provide details of the precise nature of the services required and any task specific requirements. Additional Quality Criteria relevant to nature of the services required may be included in the call for quotations for a Task Order. Values of Task Orders will be determined by the scope of the works.

**Contractors will not be eligible for the award of further Task Orders until the value of remaining work issued under prior Task Order(s), is less than 200% of the upper limit value of their CIDB grade.**

### **13. Guarantee**

The whole of the installation carried out under this contract shall be guaranteed for a period of 12 months from the date of completion and any faults or defects in materials or workmanship shall be made good free or charge during such period.

#### **E3.4 ANNEXURES**

- E3.4.1 CONSULTANT PERFORMANCE REPORT (annexure A)
- E3.4.2 CERTIFICATE OF LIABILITY (Annexure B)
- E3.4.3 37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993 (5 Pages)
- E3.4.4 COVID 19 Health & Safety Specification (8 Pages)
- E3.4.5 Generator Specification (14 Pages)
- E3.4.6 Draft template for the Bill of Quantities (Tenders are not required to complete the BOQ at this stage) (50 Pages)
- E3.4.7 Task Order Sample (40 Pages)
- E3.4.8 Preliminary Programme (not applicable at this stage))

**NB: There is no guarantee of any work described herein being outsourced and/or awarded. Services will be rendered as and when required.**

**CONSULTANT PERFORMANCE REPORT**

**ANNEXURE A**

Scope of Work (Building)  
.....  
.....

Architecture Department Job Ref : ..... Appointment Date :  
.....

**CONSULTANTS PARTICULARS**  
**AGENT PARTICULARS**

**EMPLOYER'S**

Name : ..... Name :  
.....

Agent : ..... Tel :  
.....

Tel : ..... Email :  
.....

Email : .....

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
<b>Time management</b>  <i>Note : A Key Date is the date by which work is to meet a condition. Key Dates are included in the Appointment Letter issued to a Service Provider, and include any further agreed Key Dates, which shall be recorded in writing.</i>	0,25			<input type="checkbox"/> Few or no Key Dates are met.  Programme of dates and delivery repeatedly not adhered to.	<input type="checkbox"/> Most Key Dates are met.  All deliverables submitted not later than 2 weeks after Key Dates, and in the case of urgent work 1 week.	<input type="checkbox"/> All Key Dates are met.  All deliverables submitted by Key Dates.	<input type="checkbox"/> All Key Dates surpassed.  Timely submission of all deliverables ahead of Key Dates.
<b>Standard of Service</b>  <i>Note : The expected quality of work spans the whole scope of works.</i>	0,30			<input type="checkbox"/> Significant defects encountered.	<input type="checkbox"/> Very minor defects encountered.	<input type="checkbox"/> No defects encountered.	<input type="checkbox"/> No defects encountered or rework and quality above expectations.

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
<b>Deployment of Staff</b> <i>(Person(s) carrying out the survey)</i>	0,15			<input type="checkbox"/> Staff had gaps in competence and experience.	<input type="checkbox"/> Balanced staff complement with suitable experience.	<input type="checkbox"/> Competence and experienced staff that improved outputs of the survey.	<input type="checkbox"/> Competence and experienced staff that added significant value to the outputs of the survey.
<b>Co-operative Relationships</b> <i>(Communication and problem solving)</i>	0,15			<input type="checkbox"/> Struggled to communicate.	<input type="checkbox"/> Communicated issues coherently and within reasonable time frames.	<input type="checkbox"/> Communicated issues promptly and succinctly.	<input type="checkbox"/> Communicated issues promptly and succinctly, focusing on the critical issues.
	0,15			<input type="checkbox"/> Struggled to resolve issues.	<input type="checkbox"/> Resolved issues with some difficulty.	<input type="checkbox"/> Resolved issues with little difficulty.	<input type="checkbox"/> Proactive in resolving issues through open and effective communication.
<b>TOTAL SCORE</b>							

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
<b>Time management</b>  <i>Note : A Key Date is the date by which work is to meet a condition. Key Dates are included in the Appointment Letter issued to a Service Provider, and include any further agreed Key Dates, which shall be recorded in writing.</i>	0,25			<input type="checkbox"/> Few or no Key Dates are met.  Programme of dates and delivery repeatedly not adhered to.	<input type="checkbox"/> Most Key Dates are met.  All deliverables submitted not later than 2 weeks after Key Dates, and in the case of urgent work 1 week.	<input type="checkbox"/> All Key Dates are met.  All deliverables submitted by Key Dates.	<input type="checkbox"/> All Key Dates surpassed.  Timely submission of all deliverables ahead of Key Dates.
<b>Standard of Service</b>  <i>Note : The expected quality of work spans the whole scope of works.</i>	0,30			<input type="checkbox"/> Significant defects encountered.	<input type="checkbox"/> Very minor defects encountered.	<input type="checkbox"/> No defects encountered.	<input type="checkbox"/> No defects encountered or rework and quality above expectations.

Performance descriptor (based on total score) (Check or tick appropriate box)

- poor < -0,5
- adequate > -0,5 to 0,5
- good > 0,5 to 1,5
- excellent > 1,5

.....  
Signature of Employer's Agent

.....  
Date

**CERTIFICATE OF LIABILITY**

**ANNEXURE B**

1. I hereby undertake to render services described as :

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to the Architecture Department, eThekweni Municipality in accordance with the requirements and directives set out in the invitation to quote.

I undertake to complete the services described at the price quoted, which remains binding on me and open for acceptance by the Architecture Department for a period of \_\_\_ weeks, calculated from the closing date of the bid.

2. I accept that I will be liable and responsible for any errors and / or deficiencies relating to the service provided, inclusive of the use made of such service.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY.....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

**WITNESSES**

1 .....  
2 .....

DATE: .....