

**GROUP PROPERTY  
PROPERTY MANAGEMENT DIVISION**



**TENDER REFERENCE: GPM 02 2022/23**

**TENDER TO APPOINT CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.**

**VOLUME 1**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
The Group Head <u>Group Property</u> PO Box 48 Pretoria 0001  Tel: 012 358 7305	<u>Property Management Services</u> PO Box 48 Pretoria 0001  Tel: 012 358 0830

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No:
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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# **PORTION 1: TENDER**

## **PART T1: TENDER PROCEDURES**

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**GPM 02 2022/23  
CITY OF TSHWANE**

**GROUP PROPERTY DEPARTMENT**



### **TENDER FOR TENDER TO APPOINT CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.**

Tenders are hereby invited for the above services.

Tenderers should have a Construction Industry Development Board (CIDB) contractor grading designation as **3EB or 3EP OR HIGHER**

Tenders will be evaluated on the basis of awarding points for B-BBEE Status of Contributor for the Construction Charter Scorecard and quality of the tenderer. **The 80/20** Preference Point System will be applied to all tenders.

#### **NO COMPULSORY CLARIFICATION MEETING**

The closing time for receipt of tenders is **10h00 on the 29<sup>TH</sup> July 2022** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to

City of Tshwane Metropolitan Municipality  
Tshwane House  
320 Madiba Street  
Pretoria CBD  
0002

TECHNICAL ENQUIRIES: Representative: Kgabo Makama  
Telephone: 012 358 0830  
E-mail: [kgaboma@tshwane.gov.za](mailto:kgaboma@tshwane.gov.za)

SUPPLY CHAIN ENQUIRIES: Employer's Agent: Relebogile Malatswane  
Telephone: 012 358 2735  
E mail: RelebogileM@tshwane.gov.za

**Ms Mmaseabata Mutlaneng  
ACTING CITY MANAGER**

**NOTICE 1 2022/23**

## T1.2 TENDER DATA

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

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

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is <b>City of Tshwane Metropolitan Municipality</b>
C.1.2 Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 - Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 – Form of offer and acceptance C1.2 – Contract data</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 – Pricing instruction C2.2 – Pricing schedule C2.3 – Summary of pricing schedule</p> <p><b>Part C3: Scope of work</b></p>
C.1.3 Interpretation	<b>Add</b> the following new clause:
C.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Agent	<p>Agent: <b>Kgaboma Makama</b></p> <p>Address: <b>PO Box 440 Pretoria 0001</b> <b>Sammy Mark Square Cnr Madiba and Lilian Ngoyi Pretoria</b></p> <p>Tel: <b>012 358 0830</b></p> <p>Cellular: <b>079 506 1540</b></p> <p>E-Mail: <b>kgaboma@tshwane.gov.za</b></p>
C.2.1 Eligibility	Only those tenderers who meet the minimum criteria as set out in the <b>Technical and Functional Evaluation criteria in Part T2</b> , can be considered for evaluation.
C.2.2 Cost of Tendering	The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	<b>Add the following:</b>

CLAUSE NUMBER	TENDER DATA
	<p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> <li>The document <b><i>“Standard Specifications for Municipal Electrical Engineering Works”, Third Edition, 2005</i></b></li> </ul> <p>This document is obtainable free of charge on the website <a href="http://www.tshwane.gov.za">www.tshwane.gov.za</a>.</p> <ul style="list-style-type: none"> <li>The latest print version as current at 30 days before close of tenders of the document “including corrections thereto as current at 30 days before close of tenders.</li> </ul>
C.2.7 Clarification meeting	<p>The arrangements for a <b>compulsory</b> clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available at the clarification meeting.</p>
C.2.8 Seek clarification	<p><b>Replace</b> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>2 (two) working days</b> before the closing time stated in the tender data.</i></p>
C.2.12 Alternative offers	<p>Alternative tender offers will <b>not</b> be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> <li>The tender offer <b>shall be completed in non-erasable black ink</b></li> <li>Any entry made by the tenderer in the document which the tenderer desires to change, <b>shall not be erased or painted out</b>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <b>non-erasable black ink</b> and the <b>full signature</b> of the tenderer shall be placed next to the correction.</li> </ul>
C.2.13.2	<p><b>Replace</b> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as <b>an original, plus a scanned copy in PDF format on a USB</b>.</p> <p><b>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the fully completed and signed tender submission document. This is to be on a USB attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</b></p>
C.2.13.4	<p><b>Add</b> the following to the clause</p>

CLAUSE NUMBER	TENDER DATA
	<p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b>proof of such authorisation</b> shall be included in the Tender.</i></p> <p><i>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b>resolution of each company</b> of the joint venture together with a <b>resolution by its members</b> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></b></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: <b>GPM 02 2022/23</b></p> <p>Tender Description: <b>TENDER FOR TENDER TO APPOINT CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED</b></p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <b>not</b> be accepted
C.2.13.10	<p><b>Add</b> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14	<p>Information and data to be completed in all respects</p> <p><b>Add</b> the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p>Section T2.2 : Returnable Schedules  Section C1.1 : Form of Offer and Acceptance  Section C1.2 : Contract Data (Part 2)  Section C2.2 : Pricing Schedule</p>

CLAUSE NUMBER	TENDER DATA
	<p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
<p>C.2.15 Closing time</p>	<p>The closing date and time is:</p> <p>Closing Time: <b>10:00am</b></p> <p>Closing Date: <b>29 July 2022</b></p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details (Clause C.2.13.5) and shall be placed in the tender box located at:</p> <p><b>(TENDER BOX AT THE ENTRANCE OF TSHWANE HOUSE) CITY OF TSHWANE METROPOLITAIN MUNICIPALITY TSHWANE HOUSE 320 MADIBA STREET PRETORIA CBD</b></p> <p>This address is 24 hours available for delivery of tender offers.</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
<p>C.2.16 Tender offer validity</p> <p>C.2.16.5</p>	<p>The tender offer validity period is <b>90 days</b>.</p> <p><b>Add</b> the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
<p>C.2.18 Provide other material</p>	<p>The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>



CLAUSE NUMBER	TENDER DATA
C.2.19 Inspections, tests and analysis	<b>Add</b> the following at the end of the clause:  <i>.... or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	<b>Add</b> the following new clause  <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer’s officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i>  <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	<b>Add</b> the following new clause  <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i>  <b><i>In the service of the state means to be -</i></b> a) <i>a member of:-</i> <ul style="list-style-type: none"><li><i>• any municipal council;</i></li><li><i>• any provincial legislature; or</i></li><li><i>• the National Assembly or the National Council of Provinces;</i></li></ul> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i>  In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.26 <i>Awards to close family members of persons in the service of the state</i>	<b>Add</b> the following new clause  <i>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> a) <i>the name of that person;</i> b) <i>the capacity in which that person is in the service of the state; and</i> c) <i>the amount of the award.</i>

CLAUSE NUMBER	TENDER DATA
	<p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p>C.2.27 Vendor registration</p>	<p><b>Add</b> the following new clause</p> <p><i>The contractor will be required registering as a supplier/ service provider on the City of Tshwane’s vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from <a href="http://www.tshwane.gov.za/procurement.cfm">http://www.tshwane.gov.za/procurement.cfm</a></i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
<p>C.2.28 Tax</p>	<p><b>Add</b> the following new clause</p> <p><b>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</b></p> <p><i>The designated official(s) must verify the tenderer’s tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to <b>2 (two) working days</b> before the tender closing time.</p>
<p>C.3.4 Opening of tender submissions</p>	<p>Tenders will be opened immediately after the closing time for tenders</p>
<p>C.3.11 Evaluation of tender offers</p>	<p>The tender will be evaluated on the following stages:  <b>STAGE 1: ADMINISTRATIVE COMPLIANCE</b>  <b>STAGE 2: SPECIAL DISQUALIFICATION CRITERIA</b>  <b>STAGE 3: FUNCTIONALITY CRITERIA</b></p>

CLAUSE NUMBER	TENDER DATA																															
	<p><b>STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM</b></p> <p><b>STAGE 1: ADMINISTRATIVE COMPLIANCE</b></p> <p>All the proposals will also be evaluated against the administrative responsiveness requirements as set out in the <u>list of returnable documents</u>.</p> <p style="text-align: center;"><b>1.1 STAGE 2: SPECIAL DISQUALIFICATION CRITERIA</b></p> <p>Only tenderers with the following requirements will be considered for Stage 3: Functionality Criteria;</p> <ul style="list-style-type: none"> <li>• The applicant must have CIDB contractor grading <b>3EP or 3EB</b> and higher</li> <li>• Registration as Contractor in terms of Occupational Health and Safety at Department of Labour</li> <li>• Provide proof of compliance from Department of Labour (COIDA)</li> </ul> <p>Bids that do not meet these requirements will be disqualified.</p> <p style="text-align: center;"><b>1.2 STAGE 3: FUNCTIONALITY CRITERIA</b></p> <p><b>Service Providers must submit the necessary documents to be evaluated for functionality as per the Bid Evaluation Criteria.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">BID EVALUATION CRITERIA</th> <th style="text-align: center;">SCALE</th> <th style="text-align: center;">WEIGHT</th> <th style="text-align: center;">TOTAL POINTS</th> </tr> </thead> <tbody> <tr> <td> <b>Local Economic Participation Local of Business,</b>                      - Company located within the Tshwane boundaries                      - Company located in Gauteng outside Tshwane boundaries                      - Company located outside Gauteng boundaries  <b>(Proof of municipal rates and taxes not older than three months from the tender advertisement date or valid lease agreement)</b> </td> <td style="text-align: center;">3 2 1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">15</td> </tr> <tr> <td> <b>Proof of projects/experience related to the scope of work (completion certificates must be attached)</b> completion certificates should be in company letterhead                      8 or more completion certificates                      5 or more completion certificates                      3 or more completion certificates                      1 to 3 completion certificates                 </td> <td style="text-align: center;">7 6 5 4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">35</td> </tr> <tr> <td> <b>Proof of the company's employees appointed as competent person</b>                      1. Trade Test in electrical (red seal certificate)                 </td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">20</td> </tr> <tr> <td>2. Wireman's license</td> <td style="text-align: center;">2</td> <td style="text-align: center;">5</td> <td style="text-align: center;">10</td> </tr> <tr> <td>3. Degree or Diploma in Electrical Engineering or National N6 Certificate with more than 3 years' experience</td> <td style="text-align: center;">4 4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">20</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				BID EVALUATION CRITERIA	SCALE	WEIGHT	TOTAL POINTS	<b>Local Economic Participation Local of Business,</b> - Company located within the Tshwane boundaries - Company located in Gauteng outside Tshwane boundaries - Company located outside Gauteng boundaries <b>(Proof of municipal rates and taxes not older than three months from the tender advertisement date or valid lease agreement)</b>	3 2 1	5	15	<b>Proof of projects/experience related to the scope of work (completion certificates must be attached)</b> completion certificates should be in company letterhead 8 or more completion certificates 5 or more completion certificates 3 or more completion certificates 1 to 3 completion certificates	7 6 5 4	5	35	<b>Proof of the company's employees appointed as competent person</b> 1. Trade Test in electrical (red seal certificate)	4	5	20	2. Wireman's license	2	5	10	3. Degree or Diploma in Electrical Engineering or National N6 Certificate with more than 3 years' experience	4 4	5	20				
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C.3.11.1 General	<table border="1" data-bbox="550 293 1449 349"> <tr> <td data-bbox="550 293 1082 349">Total</td> <td data-bbox="1082 293 1179 349"></td> <td data-bbox="1179 293 1302 349"></td> <td data-bbox="1302 293 1449 349">100</td> </tr> </table> <p>Bids that do not achieve a minimum score of <b>(70 out of 100)</b> for functionality will not be evaluated further.</p> <p><b>1.3 STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM</b></p> <p>The preferential points to be used will be 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.</p> <p>The system comprises of the following two elements:</p> <table data-bbox="762 613 1334 680"> <tr> <td>a) Price</td> <td>80 points</td> </tr> <tr> <td>b) BEE Contributor level</td> <td>20 points</td> </tr> </table> <p><b>Method 1</b> will be used to evaluate all responsive tender offers in terms of new Clause C.3.11.2 of the Standard Conditions of Tender</p>	Total			100	a) Price	80 points	b) BEE Contributor level	20 points
Total			100						
a) Price	80 points								
b) BEE Contributor level	20 points								
C.3.11.2 <i>Method 1: Financial offer and preference</i>	<p><b>Add</b> the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> <li>1. <i>90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</i></li> <li>2. <i>80 where the financial value of all responsive tender has a value that equals or less than R50 million (all applicable taxes included).</i></li> </ol> <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>								
C.3.11.3 <i>80/20 Preference Point System</i>	<p><b>Add</b> the following new clause:</p> <p><b><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></b></p> <p>(a) <i>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> <p>(i) <math display="block">P_s = 80 \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]</math></p> <p><i>Where</i></p> <p><math>P_s</math> = <i>Points scored for comparative price of tender or offer under consideration;</i></p> <p><math>P_t</math> = <i>Comparative price of tender of offer under consideration;</i> and</p> <p><math>P_{min}</math> = <i>Comparative price of lowest acceptable tender or offer.</i></p> <p>(ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p>								

CLAUSE NUMBER	TENDER DATA																				
	<p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="608 394 1241 913"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-compliant Contributor</td> <td>0</td> </tr> </tbody> </table> <p>(c) A maximum of 20 points may be allocated in accordance with subparagraph (b)</p> <p>(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</p> <p>(e) The contract must be awarded to the tender who scores the highest total number of points.</p>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
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<p>C.3.11.4 90/10 Preference Point System</p>	<p><b>Add</b> the following new clause:</p> <p><b>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</b></p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> $(i) \quad P_s = 90 \times \left[ 1 - \left( \frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where</p> <p><math>P_s</math> = Points scored for comparative price of tender or offer under consideration;</p> <p><math>P_t</math> = Comparative price of tender of offer under consideration; and</p> <p><math>P_{min}</math> = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p> <p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p>																				

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<p>C.3.11.5 Scoring financial offers</p>	<p><b>Add</b> the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</p> <p><math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p><math>A</math> is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p> <p><b>Table C.1: Formulae for calculating the value of A</b></p>																				

CLAUSE NUMBER		TENDER DATA			
		<b>Formula</b>	<b>Comparison aimed at achieving</b>	<b>Option 1<sup>a</sup></b>	<b>Option 2<sup>a</sup></b>
		1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
		2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
		<sup>a</sup>	<p><math>P_m</math> is the comparative offer of the most favourable comparative offer.</p> <p><math>P</math> is the comparative offer of the tender offer under consideration.</p>		
C.3.13	Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>(a) the tenderer complies with the eligibility criteria stated in clause C.2.1</li> <li>(b) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;</li> <li>(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>(d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>(e) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>(f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>(g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ul>			
C.3.17	Copies of Contract	<p><b>One</b> signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>			

## **T1.3 STANDARD CONDITIONS OF TENDER**

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**C.1 General**

**C.1.1 Actions**

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

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

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

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

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

**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

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

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

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

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and Employer's agent**

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

#### **C.1.5 Cancellation and re-invitation of tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

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

**C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

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

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

**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

**C.2.14 Information and data to be completed in all respects**

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

**C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, test and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The Employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

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

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

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

**C.3.2 Issue addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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



**C.3.5 Two-envelope system**

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

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

**C.3.6 Non-disclosure**

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

**C.3.7 Grounds for rejection and disqualification**

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

**C.3.8 Test for responsiveness**

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

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

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

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

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

**C.3.9 Arithmetical errors, omissions and discrepancies**

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

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

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

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

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

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the Employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

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

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

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

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

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

# PART T2: RETURNABLE DOCUMENTS

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## **T2.1 LIST OF RETURNABLE DOCUMENTS**

### **RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES**

**Note:** *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 4: Declaration of interest	Form RD.A.1	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.2	

### **RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES**

**Note:** *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017	Form RD.B.1	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.2	

### **RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**Note:** *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 2: Tax clearance certificate requirements	RD.C.1	
MBD 9: Certificate of independent tender determination	RD.C.2	
Proof of registration with the CIDB	RD.C.3	
Compliance with OHS Act (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	

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<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.7	
Classification of business	RD.C.8	
Certificate of authority of signatory	RD.C.9	
Certificate of authority of signatory for joint ventures and consortia	RD.C.10	

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**RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT**

**Note:** *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

<b>Document Name</b>	<b>Reference</b>	<b>Confirmation of Document Included</b> (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.E.1	



## **T2.2 RETURNABLE SCHEDULES**

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**FORM RD.A.1 MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state.
2. Any person, having kinship with persons in the service of the state<sup>1</sup>, including blood relationship, may make an offer in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

3.1	Full name of tenderer or his/her representative:		
3.2	Identity number:		
3.3	Position occupied in the tendering company: (e.g. director, trustee, shareholder <sup>2</sup> )		
3.4	Company registration number:		
3.5	Tax reference number:		
3.6	VAT Registration number:		
3.7	The names of all directors / trustees / shareholder / members, their individual identity numbers and state employee numbers must be indicates in paragraph 4 below		
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		

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - i) any municipal council;
  - ii) any provincial legislature; or
  - iii) the national assembly of the national council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality of municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of parliament or provincial legislature.

<sup>2</sup> **Shareholder** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company

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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 tender?	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	Is 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 tendering for this contract?	YES	NO
If YES, furnish particulars			



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**FORM RD.A.2 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
  - a. abused the municipality's/municipal entity's supply management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</b>  If so, furnish particulars:	YES	NO
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? <b>(To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445).</b>  If so, furnish particulars:	YES	NO
4.3	Was the tenderer 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?  If so, furnish particulars:	YES	NO

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Item	Question	Response	
4.4	Does the tenderer 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
	If so, furnish particulars:		
4.5	Was any contract between the tenderer 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
	If so, furnish particulars:		

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**FORM RD.B.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

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**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all tenders:
- The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (**all applicable taxes included**); and
  - The 90/10 system for requirements with a Rand value above R50 000 000.00 (**all applicable taxes included**).

1.2 The value of this tender is estimated to **exceeding** R50 000 000.00 and therefore the **90/10** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution

1.3.1 The points for this tender are allocated as follows:

	<b>POINTS</b>
1.3.1.1 <b>PRICE</b>	80
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price, B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

**2. DEFINITIONS**

2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.

2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

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- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **Comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **Consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **Contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **Firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **Functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **Non-firm prices** means all prices other than **firm** prices.
- 2.12 **Person** includes a juristic person.
- 2.13 **Rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **Sub-contract** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.15 **Tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **Total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **Trust** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **Trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 (two) decimal places.



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- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM**

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

**80/20**

**90/10**

$$P_S = 80 \left( 1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left( 1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

$P_S$  = Points scored for price of tender under consideration

$P_T$  = Rand value of tender under consideration

$P_{MIN}$  = Rand value of lowest acceptable tender

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

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

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.

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Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. TENDER DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

(Points claimed in respect of paragraph &.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?  
(delete which is not applicable)

<b>YES</b>	<b>NO</b>
------------	-----------

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME (delete which is not applicable)	
			<b>YES</b>	<b>NO</b>
			<b>YES</b>	<b>NO</b>

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

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

9.1 Name of FIRM: \_\_\_\_\_

9.2 VAT Registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

9.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises


(Tick applicable box)

9.5 Describe principal business activities

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.


(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: \_\_\_\_\_

Registered account number: \_\_\_\_\_

Stand number: \_\_\_\_\_

9.8 Total number of years the firm has been in business \_\_\_\_\_

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in



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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- Based on the audited management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

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

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

Deponent Signature:	Date:
Commissioner of oaths (Signature and stamp)	

**FORM RD.C.1 MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

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3. The original Tax Clearance Certificate or SARS unique pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

Attach Tax Certificate/s to this page

**FORM RD.C.2 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all tenders<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 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 tendering (or tender rigging)<sup>4</sup>. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.

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<sup>3</sup> Includes price quotations, advertised competitive tenders, limited tenders and proposals.

<sup>4</sup> Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

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3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

GPM -2021 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.

PART T2: RETURNABLE DOCUMENTS

in response to the invitation for the tender made by

**City of Tshwane Metropolitan Municipality**

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

I certify, on behalf of \_\_\_\_\_ that:  
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"<sup>5</sup> shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
  - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive tendering.
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 of services 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 tender;
  - e. The submission of a tender which does not meet the specifications and conditions of the tender; or

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<sup>5</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.



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- f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders 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 form conduction 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**FORM RD.C.3 PROOF OF REGISTRATION WITH THE CIDB**

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
<b>Combined CIDB Grading for Joint Venture / Consortium:</b>			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

<p>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.</p>	
<p><b>Person authorized to sign the tender:</b></p>	
<p>Full name (in BLOCK letters):</p>	_____
<p>Signature:</p>	_____
<p>Date:</p>	_____

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.C.4 COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES, who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES, indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES, provide a copy.	YES	NO
10. Do your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.C.5 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE**

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tenderer.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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



**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.C.7 STATUS OF CONCERN SUBMITTING TENDER**

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.

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If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

**Note:**

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

(Make an X in the appropriate space)

REGISTRATION NO: \_\_\_\_\_

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

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**FORM RD.C.8 CLASSIFICATION OF BUSINESS**

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).
2. Information furnished with regard to the classification of Small businesses
  - (a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

- (b.) If the response to 2.(a.) is **YES**, the following must be completed:
  - i. Sector/sub-sector in accordance with the Standard Industrial classification:  

---
  - ii. Size or class:  

---
  - iii. Total full-time equivalent of paid employees:  

---
  - iv. Total annual turnover:  

---
  - v. Total gross asset value (fixed property excluded):  

---

(A schedule indicating the different sectors is attached to this form.)

- (c.) The tenderer should substantiate the information provided by submitting the following documentation:
  - i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
  - ii. Company profile indicating the tenderer's staff compliment, and
  - iii. 3 year financial statement or since their establishment if established during the past 3 years.



**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**SCHEDULE OF SECTORS**

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
<b>AGRICULTURE</b>			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
<b>MINING AND QUARRYING</b>			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
<b>MANUFACTURING</b>			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
<b>ELECTRICITY, GAS &amp; WATER</b>			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
<b>CONSTRUCTION</b>			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
<b>RETAIL AND MOTOR TRADE &amp; REPAIR SERVICES</b>			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES</b>			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>CATERING, ACCOMMODATION AND OTHER TRADE</b>			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
<b>TRANSPORT, STORAGE &amp; COMMUNICATIONS</b>			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
<b>FINANCE &amp; BUSINESS SERVICES</b>			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
<b>COMMUNITY, SOCIAL AND PERSONAL SERVICES</b>			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.C.9 CERTIFICATE OF AUTHORITY OF SIGNATORY**

**RESOLUTION** of the a meeting of the \*Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: \_\_\_\_\_ (place)

On: \_\_\_\_\_ (date)

**RESOLVED** that:

- The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:	<b>GPM-2021</b>
Tender Description:	GPM -2021 :Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.  PART T2: RETURNABLE DOCUMENTS

- \*Mr/Ms: \_\_\_\_\_  
in \*his/her capacity as \_\_\_\_\_

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

<p>Note:</p> <ol style="list-style-type: none"> <li>*Delete which is not applicable.</li> <li><b>IMPORTANT:</b> This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise.</li> <li>Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.</li> </ol>	<p>Enterprise stamp</p>
--	-------------------------

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.C.10 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA**

\*Joint venture/consortium name: \_\_\_\_\_

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorise \*Mr/Ms \_\_\_\_\_ authorised signatory of the enterprise acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the \*joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorised signatory	Mark with (x) for lead partner

**Note:**

- \*Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

**FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

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

# PORTION 2: CONTRACT

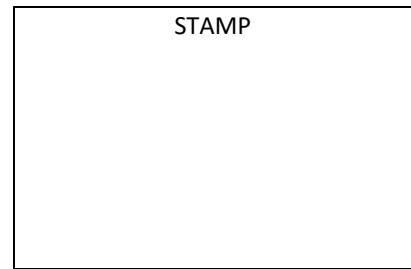
## PART C1: AGREEMENTS AND CONTRACT DATA

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Part C1: Agreement and Contract Data

## C1.1 FORM OF OFFER AND ACCEPTANCE



### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**CONTRACT: NO.: GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.**

### PART T2: RETURNABLE DOCUMENTS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....  
.....  
..... Rand (in words);

R ..... (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s).....

Name(s) .....

Capacity for the tenderer

.....

.....  
(Name and address of organization)

Name and signature of witness..... Date.....

Part C1: Agreement and Contract Data

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### Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part T1 Tendering procedures

Part T2 Returnable documents

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data (Bill of Quantity)

Part C3 Scope of work

Part C4 Bid Information Schedule

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s).....

Name(s).....

Capacity for the Employer.....

.....  
(Name and address of organization)

Name and signature of witness.....

Date.....

1 As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



**SCHEDULE OF DEVIATIONS**

**Notes:**

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

1 Subject \_\_\_\_\_

Details \_\_\_\_\_

2 Subject \_\_\_\_\_

Details \_\_\_\_\_

3 Subject \_\_\_\_\_

Details \_\_\_\_\_

4 Subject \_\_\_\_\_

Details \_\_\_\_\_

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

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

**C1.2 CONTRACT DATA**

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#### **C.1.2.1 GENERAL CONDITIONS OF CONTRACT**

**The general conditions of contract applicable to this contract shall be the General Conditions of Contract for Electrical Works, Third Edition (2015) of the South African Institution of Electrical Engineers (SAIEE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.**

**Tenderers, contractors, and subcontractors shall obtain their own copies of the document General Conditions of Contract for Electrical Works, Third Edition (2015) for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Electrical Engineers, 18A Gill St, Observatory, Johannesburg, 2198 and shall bear all expenses in this regard.**

Part C1: Agreement and Contract Data

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**C1.2.2 DATA PROVIDED BY THE EMPLOYER**

**C1.2.2.1 The Data which will apply to all work under the Framework Contract is**

CLAUSE/OPTION	DATA
10.1	<ul style="list-style-type: none"> <li>• The <i>Employer</i> is <b>City of Tshwane Metropolitan Municipality</b>.</li> <li>• The <i>Employer</i> has authorised the Executive Director to act on his behalf in respect of this Contract, save for such duties or functions:                             <ul style="list-style-type: none"> <li>– which other holders of office ex officio execute on behalf of the <i>Employer</i>; or</li> <li>– for which the Executive Director has no authority and the <i>Employer's</i> approval is required before execution thereof.</li> </ul> </li> <li>• The Executive Director is:                             <p style="margin-left: 20px;"><b>Ms Verusha Morgan (Group Head)</b> <b>Facilities Management: Group Property</b></p> </li> </ul>
20.1	<ul style="list-style-type: none"> <li>• The <i>scope</i> is in <b>Part C3: Scope of Work</b></li> <li>• The <i>selection procedure</i> is in <b>C3.3.1.1 Selection Procedure</b></li> </ul>
30.1	<ul style="list-style-type: none"> <li>• The <i>end date</i> will be <b>3 years after date of acceptance</b>.</li> </ul>

**C1.2.2.2 The Data which will apply to all Package Orders is**

The Conditions of Contract for all Package Orders will be the **General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015)**.

The following variations and additions to the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), shall apply to all Package Orders:

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.2.1	Delivery of notices	<p><b>Add</b> the following to the clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p>
1.2.3	Authority representatives of	<p><b>Add</b> the following to the clause:</p> <p>1.2.3.1 <i>The Employer has authorised the <b>Group Head: Group Property Facilities Management: Group Property</b> to act on his behalf in respect of this Contract, save for such duties or functions:</i></p> <p>1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i></p> <p>1.2.3.1.2 <i>for which the <b>Group Head : Facilities Management: Group Property</b> has no authority and the Employer’s approval is required before execution thereof.</i></p>
3.2.7	Employer’s Agent’s Representative	<p><b>Add</b> the following new sub-clause:</p> <p>3.2.7 <i>The Employer may, in his sole discretion, provide technical support services to the Contractor. The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Employer’s Agent and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed</i></p> <p>3.2.7.1 <i>In addition to his duties and functions in terms of 2.1, the Employer’s Agent will coordinate the work of the technical team providing the support services.</i></p> <p>3.2.7.2 <i>The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour Intensive Construction Projects:</i></p> <ul style="list-style-type: none"> <li>i. <i>Programming the execution of the works</i></li> <li>ii. <i>Interpretation of drawings, specifications and related contractual matters.</i></li> <li>iii. <i>Workforce structuring, employment and management.</i></li> </ul>

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CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>iv. <i>Guidance to expedite work progress/ improve productivity.</i> v. <i>Setting out of works.</i> vi. <i>Safety measures and legislation requirements.</i> vii. <i>Materials handling.</i> viii. <i>Tools and equipment needs.</i> ix. <i>Financial matters.</i> x. <i>Training requirements.</i> xi. <i>Security aspects.</i> xii. <i>Quality control systems</i></p> <p>3.2.8 <i>The Materials Manager is responsible for the following functions which are described fully in the CESA document, Guideline Contract Specific Data C5 -Materials Procurement Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects on the Contract:</i></p> <p>i. <i>Establishment of stores.</i> ii. <i>Determination of store administration procedures.</i> iii. <i>Determination of requirements of store staff.</i> iv. <i>Employment of store staff.</i> v. <i>Staff guidance, supervision and training.</i> vi. <i>Acquisition of materials.</i> vii. <i>Issue of materials.</i> viii. <i>Upholding of an assets register.</i> ix. <i>Insurance of assets.</i></p> <p>3.2.9 <i>The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to:</i></p> <p>i. <i>Finance and dealing with banks.</i> ii. <i>Business management.</i> iii. <i>Contract management.</i> iv. <i>Procurement of materials and other required services.</i> v. <i>Technical and engineering.</i> vi. <i>Construction planning and management.</i> vii. <i>Fulfilling of statutory and tax obligations.</i> viii. <i>Labour and human resource guidance.</i></p>
4.3	Legal Provisions	<p><b>Add</b> the following new sub-clause:</p> <p>1.3.3 <i>Wages and conditions of work:</i></p> <p>i. <i>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.</i></p>

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PART T2: RETURNABLE DOCUMENTS

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CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>ii. <i>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p> <p><b>Add</b> the following new sub-clause:</p> <p>4.3.4 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p><b>Add</b> the following new sub-clause:</p> <p>4.3.5 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p> <p><b>Add</b> the following new sub-clause:</p> <p>4.3.6 <i>Contractor's Designer</i></p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
5.12	Extension of time for Practical Completion	<p><b>Add</b> the following new sub-clause</p> <p>5.12.5 <i>Critical path provision</i></p> <p><i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i></p> <hr/> <p><b>Add</b> the following new sub-clause</p> <p><b>5.12.6 Extension of time due to abnormal rainfall</b></p> <p><i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i></p> <p><u><i>Method 1: Rainfall formula method</i></u></p> <p><i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i></p> <p><i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i></p> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <p><i>If V is negative and its absolute value exceeds N<sub>n</sub>, then V shall be equal to minus N<sub>n</sub>.</i></p> <p><i>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i></p> <p><i>The symbols shall have the following meaning:</i></p> <p><i>V = Extension of time in calendar days in respect of the calendar month under consideration</i></p> <p><i>N<sub>w</sub> = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i></p> <p><i>R<sub>w</sub> = Actual rainfall in mm for the calendar month under consideration.</i></p> <p><i>N<sub>n</sub> = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or</i></p>



CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>the derived values of <math>N_n</math> will be provided in the Specifications.</i></p> <p><i><math>R_n</math> = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of <math>R_n</math> will be provided in the Project Specifications.</i></p> <p><i><math>X</math> = 20 unless otherwise provided in the Project Specifications</i></p> <p><i><math>Y</math> = 10 unless otherwise provided in the Project Specifications</i></p> <p><i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of <math>N_n</math> and <math>R_n</math> being used.</i></p> <p><i>The factor <math>(N_w - N_n)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds <math>Y</math> mm and wet conditions prevented or disrupted work.</i></p> <p><i>The factor <math>\frac{(R_w - R_n)}{X}</math> shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor <math>(N_w - N_n)</math>, prevented or disrupted work during the calendar month.</i></p> <p><i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i></p> <p><i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p> <p><i><u>Method 2: Expected delay method</u></i></p> <p><i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i></p> <p><i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i></p>

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CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i></p> <p><i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i></p>
6.1	Payment to Contractor	<p><b>Add</b> the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p><b>Add</b> the following new sub-clause</p> <p>6.1.3 <i>The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2	Security	<p><b>Add</b> the following new sub-clause:</p> <p>6.2.4 <i>As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i></p>
8.6	Insurances	<p><b>Replace</b> clause 8.6 with the following:</p> <p><b>8.6 Insurances</b></p> <p>8.6.1 <i>Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):</i></p> <p>8.6.2 <i>The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:</i></p> <ul style="list-style-type: none"> <li>a. <i>Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;</i></li> <li>b. <i>From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;</i></li> <li>c. <i>During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</i></li> <li>d. <i>Removal of debris;</i></li> <li>e. <i>Surrounding property</i></li> <li>f. <i>Work away;</i></li> <li>g. <i>Off site storage</i></li> <li>h. <i>Temporary repairs;</i></li> <li>i. <i>Contribution clause – marine;</i></li> <li>j. <i>Escalation during Contract Period;</i></li> <li>k. <i>Post loss escalation;</i></li> <li>l. <i>Automatic reinstatement;</i></li> <li>m. <i>Principals maintenance;</i></li> <li>n. <i>Property taken over;</i></li> <li>o. <i>Beneficial occupation;</i></li> <li>p. <i>Escalation due to currency fluctuation;</i></li> <li>q. <i>Manufacturers guarantees</i></li> </ul> <p>8.6.3 <i>The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</i></p> <ul style="list-style-type: none"> <li>a. <i>Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor);</i></li> <li>b. <i>Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).</i></li> </ul>

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CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>8.7 <i>Insurance premium payable</i></p> <p><i>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management.</i></p> <p>8.8 <i>Additional insurance by the Employer</i></p> <p><i>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 35.1.1 of this Clause.</i></p> <p>8.9 <i>Additional insurance by the Contractor / Subcontractor</i></p> <p><i>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor.</i></p> <p>8.10 <i>Contractor satisfied with insurance</i></p> <p><i>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.</i></p> <p>8.11 <i>Contractor to observe conditions</i></p> <p><i>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</i></p> <p>8.12 <i>Contractor to insure</i></p> <p><i>The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</i></p> <p>a. <i>All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p>b. <i>Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.</i></p> <p>c. <i>SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</i></p> <p>d. <i>In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.</i></p> <p>e. <i>Proof must also be submitted that the Contractor complies with the conditions of the following legislation:</i></p> <ul style="list-style-type: none"> <li>- <i>Compensation for Occupational Injuries and disease, 1993</i></li> <li>- <i>Unemployment Insurance Act, 1996</i></li> <li>- <i>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</i></li> </ul> <p>8.13 <i>The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.</i></p> <p>8.14 <i>Reporting of incidents</i></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:</i></p> <p>a. <i>In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</i></p> <p>b. <i>The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a</i></p>

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.</i></p> <p><i>c. The following documentation must be included with the claim documentation:</i></p> <ul style="list-style-type: none"> <li><i>- Photos of damages caused or suffered as proof or substantiation of the claims.</i></li> </ul> <p><i>d. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer’s insurer for salvage.</i></p> <p><i>e. The Section: Insurance and Risk Management will inform the Employer’s insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></p> <p><b>8.15 Reporting of catastrophic incidents</b></p> <p><i>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</i></p> <ul style="list-style-type: none"> <li><i>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</i></li> <li><i>b. The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.</i></li> <li><i>c. The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</i></li> <li><i>d. The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30</i></li> </ul>

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>(thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</i></p> <p><b>8.16</b>      <i>Reporting of crime related incidents</i></p> <p><i>All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</i></p> <p><b>8.17</b>      <i>Claim documentation</i></p> <p><i>The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</i></p> <p><i>The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</i></p> <p><i>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</i></p> <p><b>8.18</b>      <i>Authorization of claim forms</i></p> <p><i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i></p> <p><b>8.19</b>      <i>Contractor to pay deductibles</i></p>



GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.  
PART T2: RETURNABLE DOCUMENTS

Part C1: Agreement and Contract Data

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
		<p><i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i></p> <p><b>8.20 Settlement of claims</b></p> <p><i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i></p> <p><i>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i></p> <p><i>Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i></p> <p><i>The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.</i></p>

CLAUSE/OPTION		DATA	
1.1.1.13	The Defects Liability period is:	<b>12 (twelve) months</b> from the date of the Certificate of Completion.	
1.1.1.15	The name of the Employer is:	<b>City of Tshwane Metropolitan Municipality.</b>	
1.1.1.26	The Pricing Strategy is:	<b>Re-measurement Contract</b>	
1.2.1.2	The address of the Employer is:	Physical Address:	<b>Number 175 E'skia Mphahlele Drive C de Wet Building Pretoria west 0183</b>
		E-Mail Address:	<a href="mailto:pierrebo@tshwane.gov.za">pierrebo@tshwane.gov.za</a>
2	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> <li>• Health and Safety</li> <li>• Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)</li> <li>• A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)</li> </ul>	



GPM 02 2022/23 Tender to appoint contractors for electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.  
PART T2: RETURNABLE DOCUMENTS

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA
5.3.2	The time to submit the documentation required from the Commencement Date is:	<b>14 days</b>
5.8.1	The non-working days are:	Sundays
	The special non-working days are:	<ul style="list-style-type: none"> <li>• Statutory public holidays</li> </ul>
5.16.3	The latent defect period is:	<b>10 (ten) Years</b>
6.2.1	Type of security for due performance:	<ul style="list-style-type: none"> <li>• Guarantee from approved financial institution or cash deposit.</li> <li>• The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.</li> </ul>
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for <b>10 (ten) %</b> of the Contract Sum of the Work Package allocated, excluding contingencies and VAT.
6.2.2	Retention money guarantee	<b>Not permitted</b>
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> <li>• The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</li> <li>• The urban area nearest the Site is <b>Tshwane</b>.</li> <li>• The base month is <b>the month prior to the closing of the procurement process required for a financial offer.</b></li> </ul>

Part C1: Agreement and Contract Data

**C1.2.4 DATA PROVIDED BY THE CONTRACTOR**

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Fax to E-Mail:	
		• E-Mail Address:	
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")
		Performance guarantee (10% (ten percent) of the Contract Sum of the project allocated, excluding contingencies and VAT)	
		Cash deposit (10% (ten percent) of the Contract Sum of the project allocated, excluding contingencies and VAT)	
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____ %. (Maximum of 15% will be allowed)	

### C1.3 HEALTH AND SAFETY AGREEMENT

**Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between**

**CITY OF TSHWANE**  
(Hereinafter referred to as the "EMPLOYER")

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**GPM -2021 TENDER TO APPOINT CONTRACTORS FOR CIVIL MAINTENANCE AND REPAIRS OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.  
PART T2: RETURNABLE DOCUMENTS**

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

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

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the

Part C1: Agreement and Contract Data

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undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

**FOR AND ON BEHALF OF THE CONTRACTOR:**

NAME:  
(in BLOCK letters)

\_\_\_\_\_

CAPACITY:  
(of authorized agent)

\_\_\_\_\_

SIGNATURE:  
(of authorized agent)

\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:  
(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

**FOR AND ON BEHALF OF THE EMPLOYER:**

NAME:  
(in BLOCK letters)

\_\_\_\_\_

CAPACITY:  
(of authorized agent)

\_\_\_\_\_

SIGNATURE:  
(of authorized agent)

\_\_\_\_\_

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:  
(Full name in BLOCK letters and signature)

1. \_\_\_\_\_

2. \_\_\_\_\_

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# PART C2: PRICING DATA

## PRICING DATA

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## PART 1: PRICING INSTRUCTIONS

### 1.1 General

1.1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.1.2 The Price Schedule shall be read with all the documents which form part of this tender.

1.1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

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

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

Amount: The product of the quantity and the rate tendered for an item.

1.1.4 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications and are in line with industry practices.

1.1.5 The item numbers appearing in the Price Schedule refer to the corresponding item.

1.1.6 The pricing is required for a single unit quantities set out in the Price Schedule are the estimated quantities of the Works, but the Service Provider will be required to undertake whatever quantities may be directed by the COT from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
Km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	no.	=	number
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	Per cent

### 1.2 Prices

1.2.1 The prices to be inserted in the Price Schedule are to be full inclusive prices for the work

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

- 1.2.2 **The bidder must complete all sub-items in the pricing schedule to be evaluated for the item.**
- 1.2.3 All items quoted are for a single unit or as specified in the price schedule.
- 1.2.4 An item against which no price is entered will be disqualified under the item unless the Tenderers clearly indicate if the price is “included under item number....” or “provided elsewhere under item number...” will be accepted as a price of nil (R0,00) having been entered against such items and covered by the other prices in the Price Schedule only if clearly indicated under which item number it has been covered under.
- 1.2.5 Any work executed to which such a price applies, shall be measured under the appropriate items in the Price Schedule and valued at a price of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract/service level agreement.
- 1.2.6 The Tenderer shall fill in a unit price in rand against all items for each of the three (3) years in the respective item row and column. The intention is that, the price shall apply should work under this item be actually required.
- 1.2.7 The tenderer shall not group together a number of items and tender one price for such group of items.
- 1.2.8 All prices and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 1.2.9 All prices entered in the Price Schedule must exclude VAT as indicated. VAT will be added last on the summary row of the Price Schedule as indicated.
- 1.2.10 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the COT.



### **CORRECTION OF ENTRIES MADE BY TENDERER**

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

## **PART 2: PRICING SCHEDULE**

**The bidder must complete all sub-items in the pricing schedule to be evaluated for each item – refer to Part 1: Pricing Instructions. The bidder must indicate the annual escalation rate**

### **2. TYPE OF AGREEMENT REQUIRED**

A Service Level Agreement will be entered into after the appointment.

### **3. VALIDITY PERIOD**

The validity period for the tender is 90 days which may be extended COT.

### **4. MARKET ANALYSIS**

5. The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.
6. The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

### C2.1 BILL OF QUANTITIES

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

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

Person Authorized to sign Tender:

FULL NAME (BLOCK LETTERS): .....

SIGNATURE: .....

DATE: .....

Item	Description	Price in Rand (Excl. VAT)	
		measure of unit	price
<b>1</b>	<b>Labour</b>		
1.1	Labour Qualified Electrician	P/hour	
1.2	Technician	P/hour	
1.3	Skilled Labour/assistant electrician	P/hour	
1.4	Unskilled Labour	P/hour	
1.5	Call out fee / emergency	P/hour	
1.6	Labour After working hours /Holidays	P/hour	
1.7	Travel (km must be calculated from Tshwane House)	P/km	
<b>2</b>	<b>Electrical Certificate of Compliance and OHS</b>		
2.1	Test and certify of installation - Issuing of COC per Distribution Board	EA	
2.2	Occupational Health and Safety File	EA	
<b>3</b>	<b>Inspection / Building Survey</b>		
3.1	Building Inspections	m2	
3.2	Material /spares handling fee (proof of item not covered by tender bought + 15 % handling	EA	
<b>4</b>	<b>Distribution Boards - all SABS approved</b>		
4.1	24 way DB surface/Flush mount -Supply	EA	
4.2	48 way DB surface/Flush mount-Supply	EA	
4.3	60 Way DB surface/Flush mount-Supply	EA	
4.4	Ready Board	EA	
<b>5</b>	<b>Circuit Breakers- all SABS approved</b>		
5.1	5-20 Amp- 1 pole-3 ka to fit samite rail - supply	EA	
5.2	30-45 Amp 1 pole-3 ka to fit samite rail - supply	EA	
5.3	63 Amp 1 pole-3 ka to fit samite rail - supply	EA	
5.4	10-20 Amp 2 pole-3 ka to fit samite rail - supply	EA	
5.5	30-40-63Amp 2 pole-3 ka to fit samite rail - supply	EA	
5.6	10-20 Amp 3 pole-3 ka to fit samite rail - supply	EA	
5.7	30-40 Amp 3 pole-3 ka to fit samite rail - supply	EA	
5.8	63 Amp 3 pole-3 ka to fit samite rail - supply	EA	
5.9	100 Amp 3 pole-3 ka to fit samite rail - supply	EA	
5.10	63 Amp 1pole+ N-3 ka to fit samite rail - supply	EA	

<b>6</b>	<b>Luminaires / Light Fittings - all SABS approved</b>		
6.1	2 x 36W (2 x 18 watt 4feet 1200mm ) surface mounted open channel LED light fittings-	EA	
6.2	2 x 58W(2 x 22 watt 5feet 1500mm ) surface mounted open channel LED fittings-supply	EA	
6.3	3 x 58W (3 x 22 watt 5feet 1500mm )surface/recess mounted open channel LED fittings-	EA	
6.4	3 x 36W (3 x 18 watt 4feet 1200mm ) surface/recess mounted open channel LED fittings-	EA	
6.5	220 volt LED down lighter fittings-supply	EA	
6.6	400w flood light complete with lamps -supply	EA	
6.7	1000w floodlight complete with lamps -supply	EA	
6.8	2000w floodlight complete with lamps -supply	EA	
6.9	2000w TV light complete with lamps -supply	EA	
6.9	400w metal halid lamps -supply	EA	
6.10	1000 watt metal halid lamp - supply	EA	
6.11	2000 watt metal halid lamp - supply	EA	
6.12	2000 watt metal halid TV Light lamp - supply	EA	
6.13	LED 5 Feet 22 watt TUBES-supply	EA	
6.14	LED 4 Feet 18 watt Tubes-supply	EA	
6.15	LED 2 Feet 9 watt Tubes-supply	EA	
6.16	Round bulkhead LED 7w surface mount - Supply	EA	
6.17	Round bulkhead LED 12w surface mount - Supply	EA	
6.18	Round bulkhead LED 18w surface mount - Supply	EA	
6.19	Flood light 20 watt LED - Supply	EA	
6.20	Flood light 50 watt LED - Supply	EA	
6.21	Flood light 100 watt LED - Supply	EA	
6.22	Flood light 150 watt LED - Supply	EA	
6.23	Flood light 200 watt LED - Supply	EA	
6.24	Flood light 300 watt LED - Supply	EA	
6.25	Flood light 500 watt LED - Supply	EA	
6.26	LED High bay - 100 watt wide angle-supply	EA	
6.27	LED High bay - 150 watt wide angle-supply	EA	
6.28	LED High bay - 200 watt wide angle-supply	EA	
<b>7</b>	<b>Light Switches - all SABS approved</b>		
7.1	1 lever 1way switch Flush Mounted {100mm x 50mm)-,supply	EA	
7.2	2 lever 1way switch Flush Mounted (100mm x 50mm)-supply	EA	

7.3	3 lever 1way switch Flush Mounted (100mm x 50mm)-supply	EA	
7.4	4 lever 1way switch Flush Mounted (100mm x 50mm)-supply	EA	
7.5	1 lever 2 way switch Flush Mounted (100mm x 50mm)- supply	EA	
7.6	dimmer 1000w + 11ever + 1way switch Flush Mounted (100mm x 50mm)-supply	EA	
7.7	1 lever 1way weatherproof switch-supply	EA	
7.8	1 lever 2 way weatherproof switch-supply	EA	
<b>8</b>	<b>Occupancy Sensors- all SABS approved</b>		
8.1	intelliDapt dual technology-supply	EA	
8.2	intellidapt ultrasonic technology-supply	EA	
<b>9</b>	<b>Light Controllers- all SABS approved</b>		
9.1	Day- Night switch 10 amp (complete)-supply	EA	
9.2	24 Hour 7 day Electronic Time Switch-supply	EA	
9.3	25 amp 230 volt contactor-supply	EA	
9.4	32 Amp 230 volt Contactor-supply	EA	
<b>10</b>	<b>Switched Socket Outlets - all SABS approved</b>		
10.1	16A 3 pin single SSO + 3 pin Euro plug in flush wall box-Supply	EA	
10.2	16A 3 pin double SSO flush wall box -Supply	EA	
10.3	16A 3 pin dedicated double SSO flush wall box -Supply	EA	
10.4	16A 3 pin single SSO in power skirting-Supply	EA	
<b>11</b>	<b>Isolators - all SABS approved</b>		
11.1	60A double pole isolator-supply	EA	
11.2	60A three pole isolator-supply	EA	
11.3	20 - 60 amp lockable double pole water tight isolator- supply	EA	
<b>12</b>	<b>Geysers - all SABS approved</b>		
12.1	Replacement of 230v geyser element and thermostat 2kw -4 kw -supply	EA	
12.2	Replacement of 380v geyser element and thermostat 9 kw -supply	EA	
<b>13</b>	<b>PVC insulated wires 600/1000volt - all SABS approved</b>		
13.1	1,5mm - Single core PVC insulated wire - supply	P/Meter	
13.2	2,5mm- Single core PVC insulated wire - supply	P/meter	
13.3	4mm - Single core PVC insulated wire - supply	P/meter	

13.4	6mm - Single core PVC insulated wire - supply	P/meter	
13.5	10mm - Single core PVC insulated wire - supply	P/meter	
13.6	16mm - Single core PVC insulated wire - supply	P/meter	
<b>14</b>	<b>Low Voltage Cables - all SABS approved</b>		
14.1	1,5mm <sup>2</sup> x 2 core +earth Surfex Cable -supply	P/Meter	
14.2	1,5mm <sup>2</sup> x 4 core +earth Surfex Cable-supply	P/Meter	
14.3	2,5mm <sup>2</sup> x 2 core +earth Surfex Cable -supply	P/Meter	
14.4	2,5mm <sup>2</sup> x 4 core +earth Surfex Cable -supply	P/Meter	
14.5	4mm <sup>2</sup> x 2 core +earth Surfex Cable -supply	P/Meter	
14.6	4mm <sup>2</sup> x 2 core +earth Surfex Cable-supply	P/Meter	
14.7	6mm <sup>2</sup> x 2 core +earth Surfex Cable-supply	P/Meter	
14.8	6mm <sup>2</sup> x 2 core +earth Surfex Cable -supply	P/Meter	
14.9	2,5mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
14.10	4mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
14.11	6mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
14.12	10mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
14.13	16mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
14.14	25mm <sup>2</sup> x 4 core armoured cable -supply	P/Meter	
<b>15</b>	<b>Earthing Conductors - all SABS approved</b>		
15.1	4mm <sup>2</sup> BCEW-supply		
15.2	6mm <sup>2</sup> BCEW-supply	P/Meter	
15.3	10mm <sup>2</sup> BCEW-supply	P/Meter	
15.4	16mm <sup>2</sup> BCEW-supply	P/Meter	
<b>16</b>	<b>Conduit Looping Boxes - all SABS approved</b>		
16.1	100 mm x 50 mm Galv steel wall box- supply	EA	
16.2	100 mm x 100 mm Galv steel wall box- supply	EA	
16.3	20mm PVC 60mm dia round Box- supply	EA	
16.4	25mm PVC 60mm dia round Box- supply	EA	
16.5	20mm Basal Galv steel 60mm dia round Box- supply	EA	
16.6	25mm Basal Galv steel 60mm dia round Box- supply	EA	
<b>17</b>	<b>Conduit and Conduit Accessories - all SABS approved</b>		
17.1	20-32mm PVC Conduit-Supply	EA	

17.2	20mm Bosal Galv steel Conduit-including adaptor/coupling - Supply	EA	
17.3	25mm Bosal Galv steel Conduit-including adaptor/coupling - Supply	EA	
17.4	32mm Bosal Galv steel Conduit--including adaptor/coupling - Supply	EA	
<b>18</b>	<b>Wiring Ducts and Unistrut Channels and Covers - all SABS approved</b>		
18.1	P2000 Galv Unistrut channel with galv cover-supply	EA	
18.2	P8000 Galv wiring duct with galv cover-supply	EA	
18.3	P9000 Galv wiring duct with galv cover-supply	EA	
18.4	Single compartment power skirting N8/1 55x82,5x3000mm steel including splice , end caps and steel powder coated cover	EA	
18.5	Double Compartment powerskirting N8/P801 55x165x3000mm steel including splice, end caps and steel powder coated cover	EA	
18.6	Utility pole alluminium 4 compartment 57mm diameter 3.5 m - supply	EA	
18.7	Utility pole alluminium Normal plug point Complete - Supply	EA	
18.8	Utility pole alluminium Dedicated plug point Complete - Supply	EA	
18.9	Utility pole alluminium Dual Data point Complete - Supply	EA	
<b>19</b>	<b>Pumps</b>		
19.1	Sump pump 230 v 2.2KW up to 20m headway	EA	
19.2	Submersible borehole pump 230volt multistage pump and non return valve	EA	
19.3	Multi stage Centrifugal pump 230 v 2.2KW up to 50m headway	EA	
19.4	Multi stage Centrifugal pump 380 v 2.2KW up to 50m headway	EA	
19.5	Direct on line starter 2.2 kw 230/380volt including overload	EA	
<b>20</b>	<b>Cables - laying of new cables , identifying cable faults and repairing of faulty cables</b>		
20.1	Underground cable fault detection payable per fault point Identified	EA	
20.2	Repair of detected cable fault per point	EA	
<b>21</b>	<b>Excavation of cable trenches and jointing pits</b>		
21.1	Excavation of LV cable trenches 450mm wide x 600mm deep		
21.2	Excavation in Soft material	per/meter	
21.4	Excavation in Hard rock	per/meter	
<b>22</b>	<b>Fridges</b>		

22.1	1/4 compressors 230v	EA	
22.2	1/5 compressors 230v	EA	
22.3	1/12 compressors 230v	EA	
22.4	Fridge thermostat single door	EA	
22.5	Fridge thermostat double door	EA	
22.6	Refrigerant Gas 134A 9 kg cannister	EA	
<b>subtotal Exc VAT</b>			
<b>vat</b>			
<b>total inc VAT</b>			





(GROUP PROPERTY DEPARTMENT)

**TENDER TO APPOINT SERVICE PROVIDER(S) FOR ELECTRICAL SERVICES MAINTENANCE, REPAIRS AND REPLACEMENT OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE YEARS AS AND WHEN REQUIRED**

**BID NUMBER: GPM 02 2022/23**

**TENDER TO APPOINT SERVICE PROVIDER(S) FOR ELECTRICAL SERVICES MAINTENANCE, REPAIRS AND REPLACEMENT OF CITY OF TSHWANE BUILDINGS AND FACILITIES FOR A PERIOD OF THREE YEARS AS AND WHEN REQUIRED**

**1. INTRODUCTION AND PURPOSE**

The City of Tshwane Metropolitan Municipality (COT) hereby invites interested and suitably qualified service providers to submit bids for electrical maintenance and repairs of buildings and facilities throughout the COT especially in relation to COT owned and occupied properties. The services are intended to be provided through a corporate tender which will be utilized City wide to service all departments and regions. Regions are currently fully dependent on the subject tender as they don't have internal capacity for repairs and maintenance services. The tender is for a period of 3 (three) years.

**Note:**

**COT hereby reserves the right to:**

- **Appoint a single and/or multiple service provider/s in whole or in part for the provision of services for this tender;**
- **Appoint this tender as it deems appropriate to provide adequate provision of services which may also include the award of this tender on a regional basis and/or rotational basis as and/or as and when required;**
- **To appoint an alternate service provider should the recommended service provider/s not be able to provide the required services and/or accept the appointment of the tender; and**
- **Cancel or withdraw this tender in whole or in part.**

## **2. BACKGROUND**

COT is required to ensure that its facilities are Occupational Health and Safety (OHS) compliant in line with the OHS Act, No 85 of 1993 (as amended). One of the requirements for OHS compliance is to ensure a consistent repairs and maintenance service is in place immediately as and when needed

This bid is largely for all electrical maintenance and repairs as and when required City wide for a period of 3 (three) years. The purpose of the said repairs and maintenance is to keep, restore or improve every facility i.e., every part of a building, its services and surrounds to acceptable standards and to sustain the efficacy and value of the facility.

The aim of repairs and maintenance is as follows.

- To reduce hazard to life and property that can result from failure or malfunction of electrical systems and equipment
- To apply and practice electrical preventative maintenance by conducting routine inspections, tests, and servicing of electrical equipment so that impending troubles can be detected and reduced or eliminated.
  - \_ An early identification of problems is a key aspect of electrical maintenance

### 3. PROJECT SCOPE

#### Description of scope of work

Work to be performed by the appointed service provider shall consist of qualified and experienced electricians in possession of Wireman Certificate/able to issue COC and sign off on completed work(s). The service provider shall assess, supply, and replace expandible parts worn due to wear and tear, maintain a supply of common parts tools on site so that they are readily available for normal building electrical maintenance services throughout the COT, as and when required. The objective of continuous and efficient operation of electrical maintenance for a three (3) year period is in respect of the following:

ITEM NO.	ITEM DETAIL
1	<b>SERVICE, MAINTEN, REPLACEMENT OF ELECTRICAL COMPONENTS</b> (item 1 of pricing schedule)
2	<b>UPGRADING OR MAKING CHANGES TO ANY ELECTRICAL INSTALLATION/WIRING AND ISSUING CERTIFICATE OF COMPLIANCE</b>
3	<b>REPLACING AND WORKING ON ELECTRICAL FITTING AT ANY HEIGHT</b>
4	<b>FAULT FINDING ON VARIOUS TYPES OF ELECTRICAL CIRCUITS AND INSTALLATIONS</b>

#### 3.1 OBLIGATIONS

The service provider shall designate a representative who shall supervise the Contractor's technicians and be the contractor's liaison with the City of Tshwane Municipality. The contractor shall work closely with the facility managers

- The service provider shall register with the Department of Labour and should be licensed

- Only qualified and experienced electricians shall be granted access to work on live distribution boards and or circuits
- The service provider shall follow all statutory provisions and safety rules for carrying the work including but not limited to SANS 10142 and the OHS Act, no 85 of 1993
- The service provider or personnel may be exposed to various documents, regulations, and conversations or announcements relating to the operation of the COT and its employees. They can under no circumstances furnish or disclose sensitive information to the public, media, or news.
- The appointed service provider shall maintain satisfactory standards of employment competency, conduct, appearance, and integrity and shall be responsible to taking disciplinary action with respect to employees when necessary
- The service provider must respond to call outs within 24 hours, of which emergencies must be attended to within 2 hours

### **3.2 Test and inspection report (Ad-hoc Repairs)**

A detailed quotation shall be requested within 30 days from the appointed service provider, the copy must be typed in English language. At a minimum the report must include detailed covering of all aspects of the electrical equipment(s)

## **4. DELIVERABLES**

Assessing maintaining and replacing electrical components of the COT Municipality as and when required and as outlined in the project scope of work.

Work to be performed by Contractor shall consist of furnishing all labor, materials and tools for the complete maintenance and upgrading work at City of Tshwane facilities for the City of Tshwane, and as required for continuous and efficient operation of maintenance work in accordance within the terms of this Scop of Work

### **4.1 Terms of appointment**

The city will assess applicants following the stages as listed below (Stage 1 to Stage 4). The will intends to appoint a maximum of seven (7) service provider to work on each region. Service provider is expected to complete Pricing Schedule and should

more than seven (7) qualifies as per stages below, Prices will be the determining factor with seven cheapest among all be appointed. Allocation method of service providers to various region will be based on the pricing with the lowest aggregate price to be placed at the region with the highest work demand and 7<sup>th</sup> lowest aggregate price to be allocated to region with least amount of work. Should fewer than seven (7) service providers qualify or appointed, regions will be clustered to match the number of service providers. The city will reserve the right not to use the services of the service provider and use internal capacity (facility and maintenance workshops) depending on the nature and the size of the job. The city will further reserve the right to use the service of the service provider in another region should a service provider of that region is unable to cope with work demand or is not capable or not willing to do that work.

#### 4.2 SCOPE OF WORK

##### 4.2.1 Maintenance and upgrading work

- The Contractor must do all maintenance, repair and upgrading extension work as stipulated in “Occupational Health and Safety Act 85 of 1993,” SANS10142:2009
- The Contractor shall ensure that maintenance work of all technical nature shall be performed by “Competent” persons as defined by the Occupational health and Safety Act 85 of 1993.
- All maintenance and upgrading work must be done according to the Preambles of Trades of the City of Tshwane.

The following items shall be delivered by the successful bidder under this contract:

Description	QTY	Delivery Date	Deliver to
Name, biographic data, police clearance on Contractor personnel	1	5 days after awarding of contract	Representative from Group Property Department
Certificate of Insurance	1	10 days after awarding of contract	Representative from Group Property Department
Quotation	1	Prior to commencement of work	Representative from Group Property Department

Job Card signed by contractor's employee and employee of the COT		Once work is completed	Representative from Group Property Department
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#### 4. STAGES OF EVALUATION

The tender will be evaluated on the following stages:

**STAGE 1: ADMINISTRATIVE COMPLIANCE**

**STAGE 2: SPECIAL DISQUALIFICATION CRITERIA**

**STAGE 3: FUNCTIONALITY CRITERIA**

**STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM**

##### 4.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

All the proposals will also be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

##### 4.2 STAGE 2: SPECIAL DISQUALIFICATION CRITERIA

Only tenderers with the following requirements will be considered for Stage 3: Functionality Criteria;

- The applicant must have CIDB contractor grading 3EP or 3EB and higher
- Registration as Contractor in terms of Occupational Health and Safety at Department of Labour
- Provide proof of compliance from Department of Labour (COIDA)

Bids that do not meet these requirements will be disqualified.

##### 4.3 STAGE 3: FUNCTIONALITY CRITERIA

**Service Providers must submit the necessary documents to be evaluated for functionality as per the Bid Evaluation Criteria.**

BID EVALUATION CRITERIA	SCALE	WEIGHT	TOTAL POINTS
Local Economic Participation Local of Business, - Company located within the Tshwane boundaries	3 2	5	15

- Company located in Gauteng outside Tshwane boundaries - Company located outside Gauteng boundaries <b>(Proof of municipal rates and taxes not older than three months from the tender advertisement date or valid lease agreement)</b>	1		
<b>Proof of projects/experience related to the scope of work (completion certificates must be attached)</b> completion certificates should be in company letterhead 8 or more completion certificates 5 or more completion certificates 3 or more completion certificates 1 to 3 completion certificates	7 6 5 4	5	35
<b>Proof of the company's employees appointed as competent person</b>			
1. Trade Test in electrical (red seal certificate)	4	5	20
2. Wireman's license	2	5	10
3. Degree or Diploma in Electrical Engineering or National N6 Certificate with more than 3 years' experience	4 4	5	20
<b>Total</b>			<b>100</b>

Bids that do not achieve a minimum score of **(70 out of 100)** for functionality will not be evaluated further.

#### **4.4 STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM**

The preferential points to be used will be 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

The system comprises of the following two elements:

- a) Price 80 points
- b) BEE Contributor level 20 point







**CITY OF TSHWANE  
FINANCIAL SERVICES: SUPPLY CHAIN MANAGEMENT  
BID DOCUMENT INFORMATION SCHEDULE**

**Note:** Table 1 must be completed in full and is applicable to all tenders. The compiler of the bid document must than select the applicable tender and complete the specific table in full.

**Table 1: Information for all tenders- this table must be completed for all tenders**

	<b>Details to be furnished by Project Manager</b>
Department	Group Property Management
Division	Facilities Management
Tender Reference Number	GPM -2021
Tender heading	GPM-2021 :Tender to appoint contractors for Electrical maintenance and repairs of City of Tshwane buildings and facilities for a period of three (3) years as and when required.
Tel of Project Manager (COT Department)	012 358 0830, K Makama
Physical Address of Employer (CoT Department)	Sammy Mark Square, cnr Madiba and Lilian Ngoyii
Postal address of Employer (CoT Department)	Box 890 Pretoria, 0001
Fax Number of Employer (CoT Department)	012 358 4863
E-mail address of Employer (CoT Department)	Kgaboma@Tshwane.gov.za

**Table 2: Supply of goods tenders only**

		<b>Details to be furnished by Project Manager</b>
Delivery and Documents (Clause 10 of GCC)	Delivery address	Facilities Maintenance, 1 <sup>st</sup> Fir Sammy Mark Square
	Delivery period after receipt of purchaser's order	4 days preferably but depend on score of work

**Table 3: Supply of services tenders only**

		<b>Details to be furnished by Project Manager</b>
Delivery and Documents	Delivery address/es	Facilities Maintenance, 1 <sup>st</sup> Fir Sammy Mark Square (maintenance of City of Tshwane Facilities city wide)
	Delivery period after receipt of purchaser's order	3 year contract
Time schedule	Starting date of the service	
	The term service period	2021 to 2023

**Table 4: CIDB - GCC 2004 tenders only**

	<b>Details to be furnished by Project Manager</b>
CIDB Category <b>(CIDB bids only)</b>	3CE or 3EB only
Name and Postal address of Consultant <b>(CIDB bids only)</b>	Departmental no Consultation
Agent / Consultant Telephone number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	N/A in house Project Manager x 4853
Agent / Consultant Fax number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	n/a
Agent / Consultant email address as per clause F1.4 in tender data <b>(CIDB bids only)</b>	n/a
The following matters will be included in the Risk Register. State	
Name of the Engineer <b>(CIDB bids only)</b>	Pierre Botes
Address of the Engineer <b>(CIDB bids only)</b>	In-house engineer, 954 park street
State the starting date	1 august or nearest
State the possession date/s	
State the date the site to be complete	As and when maintenance
Option X13 State the performance bond	R..... )
<b>Option X1</b>  The proportions used to calculate the Price Adjustment Factor are:0.85 linked to the index for ..... Consumer Price for Pretoria PO142.1 .....	.....
Option X16 State the retention free amount	<i>(Example only)</i>
Option X7 State the delay damages for the whole works.	R..... per day <i>(Example only)</i>

**Table 5: CIDB – JBCC tenders only**

	<b>Details to be furnished by Project Manager</b>
CIDB Category <b>(CIDB bids only)</b>	
Name and Postal address of Consultant <b>(CIDB bids only)</b>	
Agent / Consultant Telephone number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	
Agent / Consultant Fax number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	
Agent / Consultant email address as per clause F1.4 in tender data <b>(CIDB bids only)</b>	j
State the practical completion of the works	
State the penalty per calendar day	R.....calendar day
State the support insurance to be effected by the employer for the sum of	R.....

**Table 6: CIDB – Fidic tenders only**

	<b>Details to be furnished by Project Manager</b>
CIDB Category <b>(CIDB bids only)</b>	
Name and Postal address of Consultant <b>(CIDB bids only)</b>	
Agent / Consultant Telephone number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	
Agent / Consultant Fax number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	
Agent / Consultant email address as per clause F1.4 in tender data <b>(CIDB bids only)</b>	i
Name of the Engineer <b>(CIDB bids only)</b>	
Address of the Engineer <b>(CIDB bids only)</b>	

**Table 7: CIDB – EPWP tenders only**

		<b>Details to be furnished by Project Manager</b>
<b>CIDB Category (CIDB bids only)</b>		
<b>Name and Postal address of Consultant (CIDB bids only)</b>		
<b>Agent / Consultant Telephone number as per clause F1.4 in tender data (CIDB bids only)</b>		(
<b>Agent / Consultant Fax number as per clause F1.4 in tender data (CIDB bids only)</b>		
<b>Agent / Consultant email address as per clause F1.4 in tender data (CIDB bids only)</b>		
<b>Name of the Engineer (CIDB bids only)</b>		
<b>Address of the Engineer (CIDB bids only)</b>		
<b>Guarantee (percentage/amount) (CIDB bids or where applicable only)</b>		.....% or R..... <i>10% or R100 000 (whichever is applicable) (Example only)</i>
<b>Penalty for delays (Rand per day)</b>		R.....per day <i>R1000,00 per day (Example only)</i>
<b>Adjustment in Prices (CIDB bids only)</b>		The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:
		<i>If the value of x is not 0.1 then:</i>
		The value of “x” ..... <i>the portion expressed as a decimal of unity, not subject to adjustment.</i>
		The values of the coefficients are:
		A = ..... <i>Labour</i>
		B = ..... <i>Contractors equipment</i>
		C = ..... <i>Material</i>
<b>Are there any Interim Payments going to be applied? (CIDB bids only)</b>	Indicate Yes or No	(YES / NO) Indicate: .....
	State the percentage thereof.	.....% <i>80% (Example only)</i>
	Limit of Retention money	R.....(excl VAT) <i>R10 000 (Example only)</i>
<b>Defects: State the Defects liability period (in months) (CIDB bids only)</b>		.....months <i>6 months (Example only)</i>

**Table 8: CIDB Professional Services tenders only**

<b>Details to be furnished by Project Manager</b>	
State the period of performance (in years)	.....years 3 years ( <i>Example only</i> )

**Table 9: Generic Non professional services tenders only**

<b>Details to be furnished by Project Manager</b>	
State the starting date	1 October 2010 ( <i>Example only</i> )
State the completion date for the whole of the services	15 October 2010 ( <i>Example only</i> )
State the delay damages for completion of the whole of the services	R

**Table 10: CIDB – NEC tenders only**

	<b>Details to be furnished by Project Manager</b>
CIDB Category <b>(CIDB bids only)</b>	5ME <i>(Example only)</i>
Name and Postal address of Consultant <b>(CIDB bids only)</b>	IGO Consulting Engineers, PO Box 215, GIEN ACRES, 0012 <i>(Example only)</i>
Agent / Consultant Telephone number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	(012) 302 4576 <i>(Example only)</i>
Agent / Consultant Fax number as per clause F1.4 in tender data <b>(CIDB bids only)</b>	086 576 8700 <i>(Example only)</i>
Agent / Consultant email address as per clause F1.4 in tender data <b>(CIDB bids only)</b>	<a href="mailto:ioebarber@cbri.co.za">ioebarber@cbri.co.za</a> <i>(Example only)</i>
State the matters to be included in the Risk Register	
State the starting date	1 October 2010 <i>(Example only)</i>
State the possession dates	15 October 2010 <i>(Example only)</i>
State the completion site date	30 September 2011 <i>(Example only)</i>
<b>Option X1</b> The proportions used to calculate the Price Adjustment Factor are: • 0.85 linked to the index for ..... Consumer Price for Pretoria PO142.1 .....	The proportions used to calculate the Price Adjustment Factor are: • 0.85 linked to the index for ..... Consumer Price for Pretoria PO142.1 .....
Option X16 State the retention free amount	R.....
Option X7 State the delay damages for the whole works	R.....
Guarantee (percentage/amount) <b>(CIDB bids or where applicable only)</b>	.....% or R..... 10% or R100 000 <i>(whichever is applicable)</i> <i>(Example only)</i>