



## CLUSTER

Human Settlement, Engineering, and Transport

## UNIT

Engineering

## DEPARTMENT

Architecture Department

### PROCUREMENT DOCUMENT

## INFRASTRUCTURE (JBCC MINOR WORKS)

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

**Contract No:** **CSA 3218**

**Contract Title:** **(Ward 70) Supply, deliver, install and commission 100kVA diesel generator, 20kVA Uninterruptible Power Supply (UPS) and associated Electrical Installation Reticulation at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5**

**Est. CIDB Grade/ Class:** **2 EB**

### CLARIFICATION MEETING AND QUERIES

**Clarification Meeting:** **Compulsory Clarification Meeting**

**Meeting Location, Date, Time:** **A compulsory clarification meeting will be held at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5 on 19 April 2024, 11:00am**

**Queries can be addressed to:** **Mbali Govuzela**  
**The Employer's Agent's:** **Tel: 031 311 7110**  
**Representative:** **eMail: [Mbali.Govuzela@durban.gov.za](mailto:Mbali.Govuzela@durban.gov.za). Consolidated answers to questions to be uploaded 22nd April 2024**

### TENDER SUBMISSION

**The Tender Box in the foyer of the Municipal Building**  
**Delivery Location:** **166 KE Masinga Road, Durban**

**Closing Date/ Time:** **Friday, 26 April 2024** at **11h00**

### FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head:** **Architecture Department**

**Date of Issue:** **12/04/2024**

Document Version 28/03/2023

#### FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

**FOR OFFICIAL USE ONLY**

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to supply, deliver, install, and commission a 100kVA diesel generator plant, 20kVA Uninterruptible Power Supply and associated Electrical installation reticulation at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Architecture Department</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Eligibility</b>	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>2 EB</b> (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
<b>Clarification Meeting</b>	<b>A compulsory clarification meeting will be held at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5 on 19 April 2024, 11:00am</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Mbali Govuzela</b> <b>Tel: 031 311 7110</b> <b>eMail: Mbali.Govuzela@durban.gov.za. Consolidated answers to questions to be uploaded 22nd April 2024</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 26 April 2024</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekwini Municipality as represented by: Deputy Head: **Architecture Department**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) "JBCC Minor Works Agreement, 3<sup>rd</sup> Edition, September 2005" issued by the Joint Building Contract Committee (JBCC). This document is obtainable separately from the JBCC and Tenderers shall obtain their own copies.
- 3) "Model Preambles for Trades 2008" issued by the Association of South African Quantity Surveyors. This document is obtainable separately and Tenderers shall obtain their own copies.
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - Any other eThekwini Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekwini Municipality's Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer’s agent:** The Employer’s Agent’s Representative is:

**Mbali Govuzela**

**Tel: 031 311 7110**

**eMail: Mbali.Govuzela@durban.gov.za. Consolidated answers to questions to be uploaded 22nd April 2024**

The Tenderer’s contact details, as indicated in the Contract Data: Clause C1.2.2.2 “Data to Be Provided by Contractor”, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer’s Agent and the Tenderer.

## F.2: TENDERER'S OBLIGATIONS

### F.2.1.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer’s current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form “Certificate of Attendance at Clarification Meeting / Site Inspection” (in T2.2) signed by the Employer’s Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: “Returnable Documents” and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the eThekweni Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekweni Municipality’s Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business

- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted:

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

#### F.2.1.2 **Eligibility: CIDB**

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **EB** class of construction work, are eligible to have their tenders evaluated.

It should be noted that this contract is not part of a Targeted Development Programme (TDP). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status do not apply.

#### F.2.1.3 **Eligibility: Tenderer's Experience**

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

#### F.2.2.2 **The cost of the tender documents:** Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekweni Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

#### F.2.6 **Acknowledge addenda:** Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

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

#### F.2.7 **Clarification meeting:**

**A compulsory clarification meeting will be held at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5 on 19 April 2024, 11:00am**

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

#### F.2.12 **Alternative tender offers:** No alternative tender offers will be considered.

#### F.2.13 **Submitting a tender offer:** Submissions must be submitted on official submission documentation

issued (either in hard copy or in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : **CSA 3218**
- Contract Title : **(Ward 70) Supply, deliver, install and commission 100kVA diesel generator, 20kVA Uninterruptible Power Supply (UPS) and associated Electrical Installation Reticulation at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban**

Parts of each tender offer communicated on paper shall be submitted as an original.

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**CSA 3218 – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 26 April 2024**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

#### **Tax Clearance**

Reference is also to be made to returnable form T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

#### **Compensation Commissioner**

Reference is also to be made to returnable form T2.2.13: "Eligibility: Registration with Compensation Commissioner".



The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

#### **Central Supplier Database (CSD)**

Reference is also to be made to returnable form T2.2.14: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

#### **CIDB Registration**

Reference is also to be made to returnable form T2.2.15: "Eligibility: Verification of CIDB Registration and Status".

Registration with the CIDB must be reflected as "Active" at time of tender closing.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website ( <https://registers.cidb.org.za/PublicContractors/ContractorSearch> ).

The date of obtaining the CIDB printout(s) is to be indicated on the printout.

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

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

#### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2 Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

#### **Functionality**

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

#### **Preference Point System**

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

### **Price Points**

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

### **Preference Points**

Reference is also to be made to T2.2.7: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**  
Goal Weighting: 50%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>	<b>90/10</b>
<b>Race: Black (w1)</b>	Equals 0%	0	n/a
	Between 0% and 51%	3	n/a
	Greater or equal to 51% and less than 100%	6	n/a
	Equals 100%	7,5	n/a
<b>Gender: Female (w2)</b>	Equals 0%	0	n/a
	Between 0% and 51%	1	n/a
	Greater or equal to 51% and less than 100%	2	n/a
	Equals 100%	2,5	n/a
<b>Maximum Goal Points:</b>		10	n/a

The **Weightings** of the **Ownership Categories** will be:

- w1 = 75%, w2=25%, (where: w1 + w2 = 100%)

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 50%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	n/a
South Africa	2,5	n/a
Kwa Zulu Natal	5	n/a
eThekweni Municipality	10	n/a
<b>Maximum Goal Points:</b>	10	n/a

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- CSD report

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- 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.
- The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

**F.3.15 Complete adjudicator's contract:** The Conditions of Contract are JBCC Series 2000 Monir Works Agreement, prepared by Joint Building Contract Committee, September 2005, 3<sup>rd</sup> Edition

**F.3.17 Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**CSA 3218 – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.

### T1.2.3 ADDITIONAL CONDITIONS OF TENDER

#### T1.2.3.1 Appeals

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

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

#### T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

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

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

#### T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct,
- The Use of CLOs and Local Labour.

#### T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

#### T1.2.3.5 Functionality Specification

Functionality Evaluation is applicable to this tender.

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

Functionality Criteria / Sub Criteria		Maximum Points Score
Experience of Tenderer's past projects		45
Project Organogram and Experience of Key Staff	Professional Technician or higher	21
	Trade Tested Electrical Artisan	6
	Registered Person as Installation Electrician	13
Preliminary Programme		10
Construction approach, methodology and quality control		5
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>

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

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

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

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules.

Functionality Criteria	Returnable Schedules
Experience of Tenderer's Past Projects	<ul style="list-style-type: none"> <li>• Experience of Tenderer</li> </ul>
Proposed Organisation and Experience of Key Staff	<ul style="list-style-type: none"> <li>• Proposed Organization and Staffing</li> <li>• Key Personnel</li> <li>• CVs with Experience of Key Personnel</li> </ul>
Preliminary Programme	<ul style="list-style-type: none"> <li>• Preliminary Programme</li> </ul>
Construction Approach, methodology and Quality Control	<ul style="list-style-type: none"> <li>• Construction Approach, Methodology and Quality Control</li> </ul>

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** Please refer to page 14
- **“experience”** implies experience on projects of a similar nature;
- **“degree / diploma”** implies a minimum 3 year qualification within the built environment, from a University or Institute of Technology.

<b>Criterion : Tenderer's Experience</b>	
Notes: Projects of a “Similar Nature” are defined as a project with comparable scope of work in terms of technical requirements and operations	
“Successfully completed” implies a project that has been completed on time and to specification	
<b>Note: Projects which are submitted without Completion Certificates, at Tender, will not be considered</b>	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (ie. on time and to specification) <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (ie on time and to specification) <u>5 to 10 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (ie on time and to specification) <u>10 + projects</u> of a similar nature within the past 10 years.

**For this specific project, projects of a similar nature are as follows:**

**Similar nature refers to supply, delivery, installation, testing and commissioning of a generator with minimum capacity size of 50kVA**

**The works shall include but not restricted to Electrical Distribution boards, panels, switchgear, trenching, cabling, and accessories, wiring and earthing**



<b>Criterion : Project Organogram and Experience of Key Staff</b>			
	PROFESSIONAL TECHNICIAN OR HIGHER (Pr.Tech/ Pr.Eng)	TRADE TESTED ELECTRICAL ARTISAN	REGISTERED INSTALLATION ELECTRICIAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	<b>Professional Technician:</b> Registered with Engineering Council of South Africa as a Professional Technician or higher and minimum 2 years relevant post registration experience on projects of a similar nature;	<b>Trade Tested Electrical Artisan:</b> Trade test certificate and minimum 2 years relevant experience on project of similar nature.	<b>Registered Installation Electrician:</b> Registered with the Department of Labour and minimum 2 years relevant experience on projects of a similar nature
Level 2	<b>Professional Technician:</b> Registered with Engineering Council of South Africa as a Professional Technician or higher and minimum 3 years relevant post registration experience on projects of a similar nature;	<b>Trade Tested Electrical Artisan:</b> Trade test certificate and minimum 3 years relevant experience on project of similar nature.	<b>Registered Installation Electrician:</b> Registered with the Department of Labour and minimum 3 years relevant experience on projects of a similar nature
Level 3	<b>Professional Technician:</b> Registered with Engineering Council of South Africa as a Professional Technician or higher and minimum 5 years relevant post registration experience on projects of a similar nature;	<b>Trade Tested Electrical Artisan:</b> Trade test certificate and minimum 5 years relevant experience on project of similar nature.	<b>Registered Installation Electrician:</b> Registered with the Department of Labour and minimum 5 years relevant experience on projects of a similar nature
Level 4	<b>Professional Technician:</b> Registered with Engineering Council of South Africa as a Professional Technician or higher and minimum 8 years relevant post registration experience on projects of a similar nature;	<b>Trade Tested Electrical Artisan:</b> Trade test certificate and minimum 8 years relevant experience on project of similar nature.	<b>Registered Installation Electrician:</b> Registered with the Department of Labour and minimum 8 years relevant experience on projects of a similar nature
Level 5	<b>Professional Technician:</b> Registered with Engineering Council of South Africa as a Professional Technician or higher and minimum 10 years relevant post registration experience on projects of a similar nature;	<b>Trade Tested Electrical Artisan:</b> Trade test certificate and minimum 10 years relevant experience on project of similar nature.	<b>Registered Installation Electrician:</b> Registered with the Department of Labour and minimum 10 years relevant experience on projects of a similar nature

<b>Criterion: Preliminary Programme (Over a period of 66 working days)</b>	
<b>Level 0</b>	No information provided; OR submission of no substance / irrelevant information provided.
<b>Level 1</b>	The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project.
<b>Level 2</b>	The programme does not adequately deal with the critical characteristics of the project or the plan and manner in which risk is to be managed.
<b>Level 3</b>	Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 15.3 of the JBCC Principal Building Agreement (time for achieving Practical Completion). Programme must show the critical path.
<b>Level 4</b>	In addition to the requirements of level 3, the programme covers all activities, meetings, requirements and is sufficiently flexible to accommodate changes that may be required during execution within project completion time.
<b>Level 5</b>	In addition to the requirements of level 4, the program covers all activities, meetings, requirements and accommodates changes and details ways to improve the overall project outcome within the completion time.

<b>Criterion: Design and Construction Detailed Technical Methodology &amp; Quality Control</b>	
<b>Level 0</b>	No information provided; OR submission of no substance / irrelevant information provided.
<b>Level 1</b>	The technical approach and/or methodology is less than acceptable and unlikely to satisfy project systems requirements or objectives.  Quality control statement is generic.
<b>Level 2</b>	Brief overview of a site-specific methodology which encompasses all programmed and requirements activities in appropriate order and includes site establishment, equipment delivery, staff, plant, entry to substation requirements and switching-off procedure. Quality control statements is specific.
<b>Level 3</b>	The methodology is specifically tailored to address specific project requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the works. Quality control statements are site specific covering required sampling and testing for programmed activities including site specific within standby generator installations.
<b>Level 4</b>	Besides meeting the "above Level 3" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the project systems works environment and producing the required final product within generator.  Quality control statements are site specific covering required sampling and testing for all programmed activities including site specific quality control checklist for all programmed activities.
<b>Level 5</b>	Besides meeting the "above Level 4" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the electrical building services and generator installation.  Show utilization of plant, equipment, and key staff of project specific specialities proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Quality control statements are site specific covering required sampling and testing for all programmed activities including site specific quality control checklist for all programmed activities.

## PART T2: RETURNABLE DOCUMENTS

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

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

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T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices .....	31
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##### **Technical or Functionality Evaluation**

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## **T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [19](#) to [49](#).

### **NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council  | <input type="checkbox"/> a member of any provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity  | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity   | <input type="checkbox"/> a member of the National Assembly or the National Council of Province           |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature                           |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

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

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

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

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

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

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

Name: .....

Signature: .....

Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

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

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

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

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

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

**Declaration by Tenderer**

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

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) Positions to be filled by persons to be trained or hired:


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

- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:


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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

\_\_\_\_\_

**T2.2.5 MBD 4: DECLARATION OF INTEREST**

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

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

		Circle Applicable	
3.8 Are you presently in the service of the state?		YES	NO
If yes, furnish particulars: ..... ..... .....			
3.9 Have you been in the service of the state for the past twelve months?		YES	NO
If yes, furnish particulars: ..... ..... .....			
3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		YES	NO

If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars: .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?

YES	NO
-----	----

If yes, furnish particulars: .....

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

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

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

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.6 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**  
(ALL APPLICABLE TAXES INCLUDED) (NOT APPLICABLE)

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

**1.0 GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

**2.0 DEFINITIONS**

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

$$\begin{array}{ccc} \textbf{80 / 20 Points System} & \textbf{OR} & \textbf{90 / 10 Points System} \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (black). (refer to page 10 of document)	7.5	n/a		n/a
<b>Ownership Goal:</b> Gender (female). (refer to page 10 of document)	2.5	n/a		n/a
<b>Ownership Goal:</b> Disabilities. (refer to page 10 of document)	0	n/a	0	n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises. (refer to page 10 of document)	10	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.8 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

4.1.1 If YES, provide particulars.

.....  
 .....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

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

4.2.1 If YES, provide particulars.

.....  
 .....

YES	NO
-----	----

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

4.3.1 If YES, provide particulars.

.....  
 .....

YES	NO
-----	----

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

## T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### NOTES

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.10 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

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

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

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

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

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

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

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



**T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER**

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

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

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

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

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

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

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

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

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

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

**Clause 89: Mandators and contractors**

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----

-----

**T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

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

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

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

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

SUPPLIER IDENTIFICATION			
Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

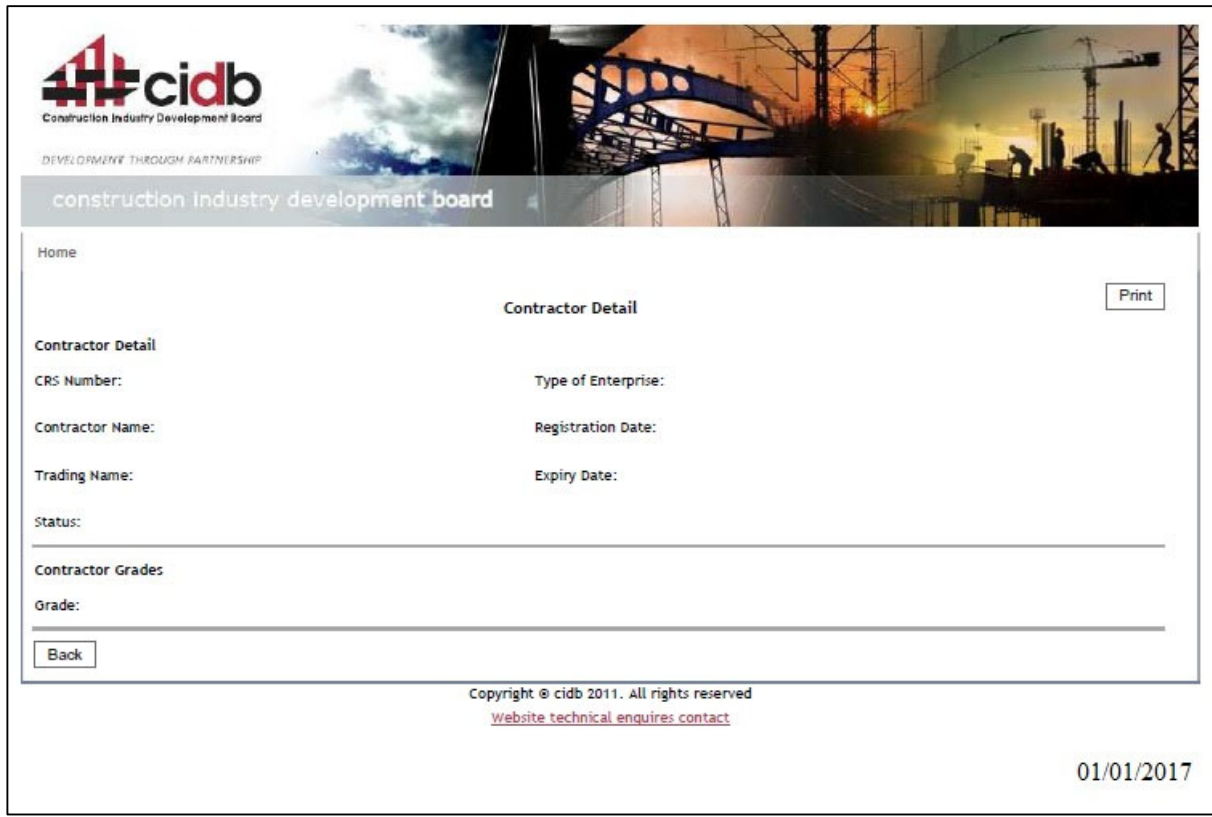
**T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

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

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

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



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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.17 PROPOSED ORGANISATION and STAFFING**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

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

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

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

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

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.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.18 KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Professional Technician, Registered Installation Electrician, and Trade Tested Electrical Artisan) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
<b>Key Staff:</b>		
Professional Technician or higher		
Registered Installation Electrician		
Trade Tested Electrical Artisan		
<b>Other Staff:</b>		
Plant Operators		
Unskilled Workers		
Others: .....		
.....		

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

**T2.2.19 EXPERIENCE OF KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

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

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

**A CV of the Professional Technician, Registered Installation Electrician and Trade Tested Electrical Artisan of not more than 2 pages should be attached to this schedule:**

Each CV should be structured under the following headings:

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.20 PRELIMINARY PROGRAMME (Over a period of 66 days)**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME													
ACTIVITY	WEEKS / MONTHS												

Note: The programme must be based on the completion time as specified in the Contract Data.

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....





**T2.2.22 PLANT and EQUIPMENT**

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

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

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

*Attach additional pages if more space is required*

(b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

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

*Attach additional pages if more space is required*

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....  
 .....

**T2.2.23 CONTRACTOR'S HEALTH AND SAFETY PLAN**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts

At tender stage only a brief overview (**to be attached to this page**) of the tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014. Successful Tenderer will be required to have a Safety Officer and Certificate for Authorised Person for Entry into Substation.

The detailed safety plan will take into consideration the site specific risks as mentioned under **C.3: Project Specification**. A generic plan will not be acceptable.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.1: OFFER**

**Form of Tender**

submitted in terms of the enquiry  
by the Principal Agent or Agent

MINOR WORKS AGREEMENT



---

**Client** ETHEKWINI MUNICIPALITY

**Contract No.** CSA 3218  
(Ward 70) Supply, deliver, install and commission 100kVA diesel generator, 20kVA Uninterruptible Power Supply (UPS) and electrical installation reticulation at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5

**Description** Cash Office, 16 Main Street, Chatsworth, Unit 5

**Name of Tenderer** \_\_\_\_\_

**Postal Address** \_\_\_\_\_

**Tel.** \_\_\_\_\_ **Fax.** \_\_\_\_\_ **E-Mail** \_\_\_\_\_

**VAT Registration No.** \_\_\_\_\_

---

**THE TENDER SUM**

1.0	Tenderer's Work (Amount to be inserted by the Tenderer)	<input type="text"/>
2.0	Provisional Sums	<input type="text"/>
3.0	SUB-TOTAL	<input type="text"/>
4.0	Add : V.A.T. (15%) on 3.0	<input type="text"/>
5.0	TOTAL TENDER SUM INCLUSIVE OF V.A.T.	<input type="text"/>

**Tender Sum in Words**  
: \_\_\_\_\_  
\_\_\_\_\_

**THE TENDERER SELECTS:**

**SECURITY:** \_\_\_\_\_ **RETENTION**  **MINOR WORKS GUARANTEE**

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_

for and on behalf of the Tenderer who by signature hereof warrants authorisation hereto

**FAILURE OF A TENDERER TO SIGN AND FULLY COMPLETE THIS FORM OF TENDER WILL RENDER THIS TENDER UNRESPONSIVE AND THE TENDERER WILL THEREFORE BE DISQUALIFIED**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.2: FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : .....

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.3: SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- : .....
- 2. **Subject** : .....
- Details** : .....
- : .....
- 3. **Subject** : .....
- Details** : .....
- : .....

By the duly authorised representatives signing this Schedule of Deviations, 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 Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## **C1.2: CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the JBCC Series 2000 Minor Works Agreement, prepared by the Joint Buildings Contracts Committee, September 2005, 3<sup>rd</sup> Edition.

The Contract Data, Preliminaries and related Notes, contained hereunder, (including variations and additions) shall amplify, modify or supersede, as the case may be, the JBCC 2000, to the extent specified below, and shall take precedence and shall govern.

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

##### **Project name**

CSA 3218: (Ward 70) Supply, deliver, install and commission 100kVA diesel generator plant, 20kVA Uninterruptible Power Supply (UPS) and electrical installation reticulation at Chatsworth Cash Office, 16 Main Street, Chatsworth, Unit 5

##### **Works description**

Supply, deliver, install and commission 100kVA diesel generator plant and 20kVA uninterruptible Power Supply (UPS) and associated electrical installation reticulation at the above-mentioned site. The Scope of Work also includes building a concrete plinth and palisade fencing. Minor electrical building work such as distribution board alterations will be required during the project

##### **Site description**

Erf No/Township	Chatsworth
Local authority	Ward 70
Street address	16 Main Street, Chatsworth

##### **Employer**

Name	ETHEKWINI MUNICIPALITY		
Business-eg: public company	N/A		
Business registration number	N/A	VAT	
Contact person	Allan Shazi	Mobile	
E-mail	Allan.Shazi@durban.gov.za		
Registered street address	166 KE Masinga Road, Durban, 4001		
Postal address	P.O. Box 1548, Durban	Code	4000
Telephone	031 311 7278	Fax	031 311 7111

**Principal agent**

Name	ARCHITECTURE DEPARTMENT		
Practice registration number		VAT	
Contact person	Mbali Govuzela	Mobile	073 822 4210
E-mail	Mbali.Govuzela@durban.gov.za		
Registered street address	166 KE Masinga Road, Durban, 4001		
Postal address	P.O. Box 1548, Durban	Code	4000
Telephone	031 311 7110	Fax	031 311 7111

**2.0 LAW, REGULATIONS AND NOTICES**

<b>Law</b> of the country applicable to the project	SOUTH AFRICA
---	--------------

**3.0 CONTRACT DOCUMENTS**

Signed <b>contract documents</b> held by <b>principal agent</b> , OR	Principal Agent
Number of copies of documents issued free to the <b>contractor</b>	<b>One</b>

**Priced document**

Lump sum priced document, or	NO
Priced Bills of Quantities (BOQ)	PRICED BILLS OF QUANTITIES
System/method of measurement	Seventh Edition of the Standard System of Measuring Builders' Work

**Contract documents** comprising .....

Document Description	Marked	Notes
Tender document- Ward 70: Supply, deliver, install and commission 100kVA diesel generator, 20kVA Uninterruptible Power Supply (UPS) and Electrical installation reticulation at HR Centre of Excellence		
Agreement in terms of OHS Act of 1993	<b>Annexure 1</b>	
Generator Specification	<b>Annexure 2</b>	
Uninterruptible Power Supply (UPS) specification	<b>Annexure 3</b>	

NOTE: If insufficient space, please see annexure:	
---	--



**Contract drawings** comprise:

Drawing Description	Date	Marked	Number	Revision

NOTE: If insufficient space, please see annexure:	
---	--

**5.0 Employer's agents**

Description of interests of <b>agents</b> in the project other than professional services, if applicable	NOT APPLICABLE
--	----------------

**10.0 Insurances**

By the <b>contractor</b> in the joint names of the <b>parties</b> , yes/no?	<b>YES</b>	Currency	Insured amount
Contract Works Insurance (CWI) (including <b>materials and goods</b> , temporary works)			<i>contract sum +30%</i>
Public Liability Insurance (each and <u>every claim</u> OR <u>unlimited</u> for the period?)	R10 million with a deductible of R2,500		
Supplementary Insurance (incl CWI extensions)			<i>contract sum +30%</i>
Policy deductibles			<i>not greater than R50,000</i>
Other: <input type="text"/>			

**14.0 Security**

The <b>Contractor</b> can either choose Retention <b>as a security</b> or provide a <b>JBCC Minor Works Construction Guarantee</b> to the <b>Employer</b> .	Retention	JBCC Minor Works Construction Guarantee
---	-----------	---

**15.0 Duties of the parties = employer = site**

Alterations & additions to existing premises?	Yes
Premises occupied – yes/no? Identify area?	Yes
Relevant natural features to be retained / relocated / removed	Where applicable
Areas the <b>contractor</b> may not occupy?	The areas which are not in the Scope of Works

Utilities connections - location	If not available on site, alternative arrangements must be made with no costs to Council	
Statutory and/or other notices to be complied with by the contractor before possession of site can be given	Risk assessment specific to the task received Demarcation of the construction site Danger signs Electrical lock outs where applicable	
Possession of the <b>site</b> – intended date	Due Date	
	TBC	
Description of <b>free issue</b> by <b>employer</b> (Attach separate page for multiple items)	Not applicable	
NOTE: If insufficient space, please see annexure:		

**20.0 Nominated subcontractors**

Specialisation:	
Specialisation:	
NOTE: If insufficient space, please see annexure:	

**22.0 Direct contractors**

Employer to define extent of work by a direct contractor [12.1.2]

Specialisation:	
Specialisation:	
NOTE: If insufficient space, please see annexure:	

**24/30 Practical completion / penalty for late completion**

	Inspection = working days	Date for practical completion	Penalty Currency	Penalty amount per calendar day
<b>Practical completion</b> of the <b>works</b> as a whole	66 working days	66 working days from site handover	Rands	Refer to preliminary

NOTE: If insufficient space, please see annexure:	
---	--

**24.0 Practical completion**

Items that do not have to be complete to achieve **practical completion**

Not applicable
NOTE: If insufficient space, please see annexure:

Criteria to achieve **practical completion** (the BOQ may contain a more detailed description)

- Generator must be installed and commissioned on the network
- UPS must be installed and commissioned on the network
- Electrical Certificate of Compliance (CoC)
- Training the user on UPS and generator operations
- Manuals for Generator provided x 3
- Manuals for UPS provided x 3
- Labelling
- Structural Engineer's certificate for the concrete plinth

NOTE: If insufficient space, please see annexure:

**31.0 Payment**

Currency:  
 Issue of regular payment certificates on  
**Materials and goods off site** – paid subject  
 to ....  
 Contract price adjustment provisions

South African Rand			
date@month	TBC	day of the month	TBC
A Bank Guarantee being provided to the Employer			
Method	Contract Price Adjustment Provision (CPAP)		

NOTE: If insufficient space, please see annexure:

**40.0 Dispute resolution**

Alternative Dispute Resolution nominating body **Association of Arbitrators (South Africa)**

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

**TENDERER'S DETAILS**

The legal name of Contractor is:

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

The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT:**

**C1.2.3.1 COMMUNITY LIAISON OFFICER (Not applicable)**

**C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR (Not applicable)**

**C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG) / ECONOMIC TRANSFORMATION SPECIFICATION (Not applicable)**

**C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

<b>Level 1</b> Unknown	<b>Level 2</b> No Schooling	<b>Level 3</b> Grade 1-3	<b>Level 4</b> Grade 4	<b>Level 5</b> Grade 5-6
<b>Level 6</b> Grade 7-8	<b>Level 7</b> Grade 9	<b>Level 8</b> Grade 10-11	<b>Level 9</b> Grade 12	<b>Level 10</b> Post Matric

- Category of Employment

<b>Category A</b> : Employed as Local Labour for this contract only <b>Category B</b> : Temporarily employed by the Contractor <b>Category C</b> : Permanently employed by the Contractor
---

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 31 of JBCC Principal Building Agreement March 2005 Edition, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will

be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

#### **C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the Part C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

#### **C1.2.3.6 SYSTEM OF MEASUREMENT**

These Bills of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the SEVENTH EDITION of the Standard System of Measuring Builders' Work issued by the Association of South African Quantity Surveyors.

#### **C1.2.3.7 CONTRACT PRICE ADJUSTMENT PROVISIONS**

##### **FIXED PRICE CONTRACT**

This contract is not subject to escalation and the tenderer must take that into consideration when pricing this document.

#### **C1.2.3.8 APPLICATIONS FOR SERVICE CONNECTIONS**

The Contractor is to be responsible for all timeous applications for service connections, including electricity, water, sewerage, etc. The Department is responsible for payment of these connection fees, where Departmental Sums have been included in the Tender Summary.

#### **C1.2.3.9 MARKET RELATED WAGE RATES**

When pricing this document, Tenderers are to allow for wages which are not less than the BCCCI recommended minimum rates applicable at any time during the duration of the contract.

#### **C1.2.3.10 TENDER PRICES AND CONTINGENCY SUM:**

All Tenders are to be firmly priced in South African currency.

#### **C1.2.3.11 VALUE-ADDED TAX (VAT):**

All prices and or rates tendered shall be deemed to be EXCLUSIVE of Value-Added Tax. Value-Added Tax shall be added as a lump sum where provided on the SUMMARY/ FINAL SUMMARY page and as shown in the Tender Form.

Tenderers shall state, where provided on the Tender Form, their VAT Registration Number.

#### **C1.2.3.12 OCCUPATIONAL HEALTH AND SAFETY ACT:**

The Contractor's particular attention is drawn to the Occupational Health & Safety Specification which is Annexure 1 of this document. The Contractor will be required to submit with his tender and Occupational Health & Safety Plan for this project indicating what steps he is going to take to comply with this Occupational Health & Safety Specification and indeed that he has made allowance for compliance with this document within his Tender Price. Failure to do so will render his Tender liable for disqualification.

The principle health and safety risks involved on this specific site will include:

- Working in trenches
- Working with power tools
- Working with electricity
- Working at heights

#### **C1.2.3.13 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR PLUMBING INSTALLATION AND ELECTRICAL INSTALLATION**

The tenderers attention is drawn to the requirement that the appointment of any sub-contractor to carry out electrical or plumbing installation under this contract, is subject to such sub-contractor being registered on the databases of eThekwini Electricity and Water Services respectively, as an accredited contractor.

#### **C1.2.3.14 CONTRACTOR'S DOMESTIC SUBCONTRACTORS FOR WATER CONNECTION AND ELECTRICAL CONNECTION**

The Contractor shall appoint a domestic subcontractor for the water connection who is on the Ethekwini Water Services database.

The Contractor shall appoint a domestic subcontractor for the electrical connection who is on the Ethekwini Electricity database.

#### **C1.2.3.15 USE OF PROPRIETARY PRODUCTS**

The tenderers attention is drawn to the fact that where in this document a proprietary product is specified he may use a similar or equal approved product to the Architect's or Engineer's satisfaction.

#### **C1.2.3.16 SCHEDULE OF DRAWINGS**

Not applicable

#### **C1.2.3.17 CONTRACT PERIOD**

**The Contract Period from the commencement of work on site for this project is 66 Working Days.**

#### **C1.2.3.18 DAMAGE TO PERSONS OR PROPERTY**

The successful Contractor shall indemnify and keep indemnified Council against any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

The successful Contractor enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage, or loss to any person or property whatsoever in respect thereof or in relation thereto.

**C1.2.3.19 SECURITY (RETENTION OR JBCC MINOR WORKS CONSTRUCTION GUARANTEE)**

The Contractor shall either choose Retention or provide a JBCC Minor Works Construction Guarantee to the Employer in terms of clause 2.0 of the JBCC Minor Works Agreement.

**Interest will not be paid on the retention amount by the Employer.**



## **C2.1 PRICING ASSUMPTIONS / INSTRUCTIONS**

### **C2.1.1 GENERAL**

C2.1.1.1 A word or phrase in bold type in the Pricing Data shall have the meaning assigned to it in the definitions listed in the Conditions of Contract, Contract Data, and the **JBCC Minor Works Agreement 3<sup>rd</sup> Edition - September 2005, JBCC Series 2000 May 2005 Preliminaries and the Model Preambles for Trades 2008 as issued by the Association of South African Quantity Surveyors**. A word or phrase not in bold type shall be interpreted in the context of its usage.

C2.1.1.2 Tenderers are to allow for wages which are not less than the Bargaining Council for the Civil Engineering Industry (BCCEI) agreed wage rates.

C2.1.1.3 The agreement is based on the Conditions of Contract as specified in Part C1.2.1. Additions, deletions and alterations to the Conditions of Contract, as well as the contract specific variables, are as stated in the Contract Data as specified in Part C1.2.2 and Additional Conditions of Contract as specified in Part C1.2.3

C2.1.1.4 Bills of Quantities: Except where indicated otherwise, the quantities of and classes and kinds of works set out in these Bills of Quantities are provisional and do not purport to represent the final quantities of and classes and kinds of work eventually required to be done. The quantities of and classes and kinds of work contained herein have been set down solely in order to form a basis for obtaining competitive tenders.

The Bills of Quantities are not to be used for ordering materials under any circumstances whether this be with regard to description or specification of materials or goods required, or with regard to quantities. Failure to comply with this condition is entirely at the Contractor's own risk. The Contractor shall be obliged upon instruction of the Principal Agent to execute such quantities of and classes and kinds of work as the Principal Agent in his sole discretion may deem necessary or which, in the Principal Agent's opinion, become expedient from time to time or which may be required to meet the Employer's requirements, whether or not such quantities of and classes or kinds of work may appear in these Bills of Quantities or the contract drawings.

The consideration payable to the Contractor in respect of the works shall be determined by the Agent by the application of the rates contained in the priced Bill of Quantities to the quantities of and classes and kinds of work actually executed, which quantities of and classes and kinds of work shall be determined by the Agent. The rates contained in the priced Bills of Quantities shall apply irrespective of the final quantities of the different classes and kinds of work actually executed. No claims for extras, loss of profit, variation of rates or other similar claims will be entertained as a result of any variations whatsoever between the quantities of work set out in these Bills of Quantities and the quantities of work actually executed, nor as a result of any variation whatsoever between the contract sum and the final value of works.

C2.1.1.5 Budgetary Allowances and Provisional Sums: All items described as "Budgetary Allowance" shall be used as directed by the Employer and measured and valued and paid for.

No work for which "Budgetary Allowance" items are allowed shall be commenced without written instructions from the Principal Agent. The contractor is duly informed in this document that the Budgetary Allowance Items are completely subject to the discretion of the employer and will only form part of the contract value once duly authorised by the employer and executed by the contractor to the full satisfaction of the principal agent, irrespective of the fact that the Budgetary Allowance formed part of the contract sum.

C2.1.1.6 Prime Cost Amounts: Prime cost amounts are a net allowance (excluding VAT), for materials only,

and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

C2.1.1.7 Value Added Tax: The tendered price must include for Value Added Tax (VAT). All rates, provisional sums, etc in these Bills of Quantities must however be net with VAT calculated and added to the total value thereof as provided for in the Final Summary.

## C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 17 pages. The pages are numbered 1 to 11 and 1EE to 6EE.

**NOTE: TENDERERS ARE REQUIRED TO PRICE THE ENTIRE DOCUMENT AT THE TIME OF TENDER**

**PAGE**

<b>C3.1</b>	<b>PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>	<b>67</b>
<b>C3.2</b>	<b>PROJECT SPECIFICATIONS</b>	<b>70</b>
<b>C3.3</b>	<b>STANDARD SPECIFICATIONS</b>	<b>72</b>
	C3.3.1 Listing of the Standard Specifications	
	C3.3.2 Amendments to the Standard Specifications	
<b>C3.4</b>	<b>PARTICULAR SPECIFICATIONS</b>	<b>76</b>
	C3.4.1 Part AH - OHSА 1993 Safety Specification – Baseline Risk Assessment (27 Pages)	
	C3.4.2 OHSА Site Specific Health and Safety Specifications in terms of 2014 Construction Regulations 5.1(b) (27 Pages)	
	C3.4.3 COVID 19 Health & Safety Specification (8 Pages)	
<b>C3.5</b>	<b>CONTRACT AND STANDARD DRAWINGS</b>	<b>81</b>
	C3.5.1 Contract Drawings / Details (not available)	
	C3.5.2 Standard Drawings (not available)	
<b>C3.6</b>	<b>ANNEXURES</b>	<b>82</b>
	<ul style="list-style-type: none"><li>• Notice Board Details (not available)</li><li>• Geotechnical Report – not applicable</li></ul>	

### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Client's / employer's objectives**

The Employer has identified the need for a new 100 kVA Generator and 20 kVA UPS within the specified ward

#### **C3.1.2 Description of Works**

The works will take place in the **South Western Region of the Municipality in Ward No. 70** and includes, inter alia, the following:-

- Supply, deliver, install and commission 100KVA Standby Diesel Generator, 20KVA Uninterrupted Power Supply (UPS) and electrical installation reticulation at Chatsworth Cash Office. The scope of work also includes building concrete plinth and installing palisade fencing. Small electrical building work such as distribution board alterations will be required during the project.

#### **C3.1.3 Description of Site and Access**

The site is located in Ward No. 70

#### **C3.1.4 Nature of Ground and Subsoil Conditions**

There is no specific information regarding the nature of the ground and subsoil conditions available.

#### **C3.1.5 Programming of Works**

The contractor shall programme the identified works so as to ensure that the full scope of the works are undertaken within the 2023/2024 financial year.

The Employer's has already appointed an in-house Team to provide professional services associated with the above works.

#### **C3.1.6 Key Personnel**

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

#### **C3.1.7 Co-operation with other services providers / Stakeholders**

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

- Architecture Design Team
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);

- Ward councillor
- Business Interest Groups
- Materials and equipment suppliers

### **C3.1.8 Quality Management**

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

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

### **C3.1.9 Limitation on Designs**

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

### **C3.1.10 Management Meetings**

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

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

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

### **C3.1.11 Payment Certificates**

Interim payment certificates will be submitted on a monthly basis. Such payment certificate will be subject to approval by the Architecture Department.

The contractor must ensure full reporting (i.t.o CPG beneficiaries, etc) accompanies the consolidated payment certificate.

Monthly payments are to include 100% of the value of materials for permanent work delivered

onto the site but not incorporated in the works. The materials must be adequately stored and protected to the satisfaction of the Principal Agent and proof of payment needs to be provided to the Principal Agent and that the materials and goods are the Contractor's bona fide property BEFORE payment can be made for them. A cession of rights in favour of eThekweni Municipality in respect of unfixed materials on site shall be filled in and signed by the Contractor whenever a claim for materials on site is made. A copy of the materials on site cession form is included in this document as an annexure.

#### **C3.1.12 Proof of compliance with the law**

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



## **C3.2: PROJECT SPECIFICATION**

### **PREAMBLE**

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

#### **C3.2.1 GENERAL**

This contract covers the supply, delivery, installation, testing and commissioning of new 100KVA standby diesel generator, 20KVA Uninterrupted Power Supply (UPS) and electrical installation reticulation at Chatsworth Cash Office.

#### **C3.2.2 Scope of Work**

The scope of work shall include, but not limited to the following:

- a.) Supply, deliver, off-load, install, test and commission of one (1) 100KVA standby diesel generator.
- b.) Supply, deliver, off-load, install, test and commission of one (1) 20KVA Uninterrupted Power Supply (UPS)
- c.) Installing cables to the new generator
- d.) Distribution board alterations
- e.) Builder's work (concrete plinth and bund wall)
- f.) Supply and install palisade fencing
- g.) Earthing and bonding.

**The Contractor shall note that power outages required for project completion may be carried out after normal working hours or on weekends after confirmation from the Client. Allowances must be made in the tender rates for all such work.**

#### **C3.2.3 New 100KVA Standby Diesel Generator**

The Contractor shall supply, deliver to site, off-load at site, install, commission and hand over in first class working order of a complete 100KVA standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification. The plant generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, interconnecting cables, a control panel housing the generator M.C.C.B. and all necessary switchgear, including the change over equipment and on-load bypass switch. The stand-by generating set herein specified is to be supplied and installed complete with a sound attenuated canopy.

Generator shall have a minimum standby rating of 100KVA and shall be CUMMINS, PERKINS, CATERPILLAR, SCANIA or other similar approved. The brand offered must have a proven track record in a corrosive coastal environment and be backed up by local spares holdings and service staff.

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

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

**C3.2.4 New 20KVA Uninterrupted Power Supply (UPS)**

The Contractor shall supply, deliver to site, off-load at site, install, commission and hand over in first class working order of a complete 20KVA Uninterrupted Power Supply (UPS) and all ancillary equipment necessary to comply with the requirements of this specification. The UPS system shall be designed to interface and operate with power generator to maintain an uninterrupted electricity supply in the event of utility AC mains failure.

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

**C3.2.5 Electrical Installation Reticulation**

A 70mm<sup>2</sup> 4 core low voltage cable will be used to connect the generator to the changeover and the mains supply to the changeover.

A 16mm<sup>2</sup> 4 core low voltage cable will be taken from the main DB to supply the UPS.

**C3.2.6 Earthing**

The Contractor shall supply and install a 70mm<sup>2</sup> Bare Copper Earth Wire around the standby diesel generator plinth complete with electrodes, buried in the ground.

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

**C3.2.7 Building Works**

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

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

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

**C3.2.8 Delivery**

The price quoted shall allow for delivery to site within 8 weeks on receipt letter of tender award. The price shall allow for all rigging required for placement in position on the ground floor of Chatsworth Cash Office

**C3.2.9 Availability and Penalties**

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

**C3.2.10 Maintenance**

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

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

### **C3.2.11 Documentation to be Submitted with Tender**

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

- a.) Equipment Brochures and Guarantees
- b.) EU Emissions Certification
- c.) Correctly Completed Form of Tender
- d.) Correctly Completed Form of Guarantee
- e.) Completed Priced Bill of Quantities
- f.) Original Tax Clearance Form
- g.) Letter of Good Standing from the Department of Labour
- h.) BBBEE Certificate by a SANAS Approved Verification Agency
- i.) Certificate of Applicable Exchange Rate and Imported Values

### **C3.2.12 Completion of All Works**

The successful tenderer shall complete the whole of the works as specified to the satisfaction of the Engineer and HR Centre of Excellence Representative within the timeframe stipulated in the letter of award.

### **C3.2.13 Inspection and Testing**

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

The Electrical Contractor shall test the installation in the presence of the Engineer and Chatsworth Cash Office Representative.

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

### **C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS**

#### **INTRODUCTION**

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

## 1. **General**

This Specification defines the general conditions and technical standards to be employed in the electrical installation to be installed at Chatsworth Cash Office

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

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

## 2. **Documents**

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

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

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

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

## 3. **Compliance with Laws and Regulations**

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

- a) The current edition of Code of Practice for the Wiring of Premises as issued by the South African Bureau of Standards (SANS 10142)
- b) The current S.A.N.S. and B.S. regulations/specifications
- c) The Standard Electrical Specification included in this document.
- d) The Occupational Health and Safety Act No. 85 of 1993.
- e) The Municipal by-laws and any special requirements of the Supply

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

## 4. **Standard of Workmanship**

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

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

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

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

**5. Quality of Materials**

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

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

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

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

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

**6. Supervision of Contract**

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

**7. Progress of Work**

On acceptance of a tender the work shall be put in hand immediately and a sufficient number of workmen and assistants employed to ensure such progress is commensurate with the general progress of the undertaking.

Work shall at all times be commensurate with the general progress of the building and the Electrical Sub-Contractor shall fully acquaint himself with the Principal Contractor's construction programme with which he shall comply. If, in the opinion of the Engineer the work is being unduly delayed the Electrical Sub-Contractor shall, upon being called upon to do so, increase the number of men employed to promote that rate of progress to the required extent.

Where partial occupation of the building is required during building operations, the Electrical Contractor shall arrange his work programme accordingly.

**8. Discrepancies**

All drawings shall be regarded as diagrammatic, and all positions and dimensions shown on drawings are approximate and shall be verified on site. No extra will be allowed for alterations

which result from lack of verification of positions and/or dimensions.

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

**9. Contingencies**

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

**10. Variation**

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

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

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

**11. Site Meetings**

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

**12. Inspecting and Testing**

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

On completion, the whole installation will be required to be tested by the Electrical Contractor in the presence of our representative (Installations Supervisor). A compliance certificate shall be completed by the Electrical Contractor and submitted to the Engineer.

**13. Handing Over of Works**

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

**14. Guarantee**

The whole of the installation and fittings carried out and supplied under the electrical contract, shall be handed over in full working order and the best of their respective kinds, and shall be guaranteed

for a period of 12 months from the date of completion of the main contract and any faults or defects in materials or workmanship shall be made good free or charge during such period.

**15. Sleeves and Drawings**

Where sleeves are laid across roads etc., the back filling will conform the requirements of the Engineer and positions will be marked up on the "as built" drawings. Accurate dimensioned drawings of these services in relation to buildings will be submitted together with the "as built" drawings on completion of the contract.

**16. "As Built" Drawings**

The Electrical Contractor must submit 2 copies of approved marked up drawings of the whole electrical installation, showing details and positions of all services actually installed in the works. All cable joints, markers, etc., must be accurately dimensioned on the drawings. One copy shall be affixed to the internal surface of the main distribution board door by means of a clear plastic type pocket.

### **C3.4: PARTICULAR SPECIFICATIONS**

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

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

- C3.4.1 Part AH - OHS Act 1993 Safety Specification – Baseline Risk Assessment  
(27 Pages)
- C3.4.2 OHS Act Site Specific Health and Safety Specifications in terms of 2014 Construction Regulations 5.1(b)  
(27 Pages)
- C3.4.3 COVID 19 Health & Safety Specification  
(8 Pages)



### **C3.5 CONTRACT AND STANDARD DRAWINGS**

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C3.5.1 Contract Drawings / Details (refer to attached drawings)

C3.5.2 Standard Drawings (refer to the attached drawings)

### **C3.6 ANNEXURES**

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There are no annexures

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

Insert Locality plan here

### **C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

### **C4.3 TEST RESULTS**

There are no specific test results.