

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 29/2023

TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part T1



DEPARTMENT OF UTILITIES MANAGEMENT SERVICES

TENDER NUMBER: UMS (E) 29/2023

APPOINTMENT OF A PANEL OF CONTRACTORS WITH CIDB GRADING OF 7EP OR 6EP PE OR HIGHER FOR THE SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Central Supplier Database Number	MAAA:.....
Tax Compliance Status (TCS) Pin Number	
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:
Tender Amount carried from Form of Offer (incl VAT)	Not Applicable (Rates Only)
CIDB Grading & CRN No	

Prepared for:

Mogale City Local Municipality
P O Box 94
Krugersdorp
1740

Prepared By:

Mogale City Local Municipality,
Department of Utilities Management Services
P O Box 94
Krugersdorp
1740

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

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C3.4	QUALITY MANAGEMENT SYSTEM	ERROR! BOOKMARK NOT DEFINED.
C4:	SITE SPECIFICATION	ERROR! BOOKMARK NOT DEFINED.
C4.1	SITE SPECIFICATION / PARAMETERS	ERROR! BOOKMARK NOT DEFINED.

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

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender



THE TENDER

T1: TENDERING PROCEDURES

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TENDER NO: UMS (E) 29/2023

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY					
BID NUMBER:	UMS (E) 29/2023	CLOSING DATE:	01/03/2023	CLOSING TIME:	11H00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER(S) FOR SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

Mogale City Civic Centre
Corner Commissioner and Market Streets
Mogale City
Krugersdorp
1740

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	NOT APPLICABLE	TOTAL BID PRICE	NOT APPLICABLE
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Utilities Management Services
CONTACT PERSON	Ofentse Matsose	CONTACT PERSON	Attie Pretorius
TELEPHONE NUMBER	011 951 2014/2177/2432 / 071 884 8290	TELEPHONE NUMBER	011 951 2435/071 860 7918
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Ofentse.matsose@mogalecity.gov.za	Attie.pretorius@mogalecity.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. Pricing information must be submitted in both Hard Copy and Electronic Copy provided in the Tender</p> <p>1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

ADVERTISED IN	: City Press
PUBLISHING DATE	: 15/01/2023
TENDER NO	: UMS (E) 29/2023

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Department of Utilities Management Services (UMS): Electricity Division

TENDER NO: UMS (E) 29/2023

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 7 EP or 6 EP PE OR HIGHER FOR SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on Friday 27 January 2023 at 13:30pm at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1739.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **72 points** of which the contractor is required to score the minimum of **45 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution** in accordance with the table below:

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

Technical Enquiries:	Attie Pretorius or Petrus Makgamatha	Tel:	071 860 7918 071 860 7914
Tender Documents:	Ofentse Matsose	Tel:	011 951 2177/2432/2014 071 884 8290

Documents available: As from **15/01/2023** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: 01/03/2023**Time: 11H00****Tender Box**

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

MANDATORY DOCUMENTS:

1. **Tax Clearance Certificate or Tax Compliance Status documents with Pin.**
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Copies of ID's for entity directors/shareholders**
3. **The bidding entity as well as all its directors must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.**
4. **A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or (Declaration of Municipal account must be completed in full on page 9 to 11)**
5. **If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.**
- 5.1. **The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.**
6. **If the Bidding Entity operates from parents' place and is not responsible for Municipal account:**
- 6.1 **The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.**
7. **Completed and Signed Declaration of Municipal Account**
8. **Central Supplier Database (CSD) registration report**
9. **Completed and Signed Schedule of Quantities**
10. **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
11. **Completed and signed the below Municipal Bidding Documents**
 - 11.1 **MBD 1: Invitation to tender**
 - 11.2 **MBD 4. Declaration of Interest.**
 - 11.3 **MBD 5: Declaration for procurement above R10 million**
 - 11.4 **MBD 6.1 Preferential Points**
 - 11.5 **MBD 8: Declaration of bidders past supply chain management practices**
 - 11.6 **MBD 9: Certificate of independent bid determination.**

BIDDING TENDER CONDITIONS:

2. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
3. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
4. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
5. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
6. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and

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Part T1: Tendering Procedures

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Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBEE component.

7. Copies of their BBEE certificates from an accredited BEE verification agency with their tender submission or Certified Sworn Affidavit.
8. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
9. No late tender will be accepted.
10. Telefax or e-mail tenders will not be accepted.
11. Tenders may only be submitted on the bid documents as provided by Mogale City.
12. The use of tipp-ex is not allowed on the bid documents.
13. Bids completed in pencil will be regarded as invalid bids.
14. No page(s) may be removed from the original tender document
15. No electronic signature will be accepted in the tender document, the bidder's signature must always be signed by hand in black ink.
16. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
17. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
18. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
19. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
20. The validity period for this tender is ninety (120) days.
21. A Corporate social responsibility contribution of two (2) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
22. The Municipality reserves the right to appoint and not to appoint.
23. All tender prices must be inclusive of VAT for all registered VAT vendors.
24. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
25. The bidder shall indicate if the escalation percentage applicable to pricing on the 2nd and 3rd year of the contract shall either be linked to CPIX or Industry Fluctuations Rate.
26. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
27. Bids will be opened immediately after the closing date and time in a venue to be indicated.
28. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
29. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
30. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za

**MR MAKHOSANA MSEZANA
MUNICIPAL MANAGER**

T1: TENDERING PROCEDURES

T1.2 Tender Data

The conditions of tender are the standard conditions of tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 12 of 2009, Government Gazette No 38960 of 10 July 2015 of Construction Industry Development Board (CIDB) Standard for Uniformity in construction Procurement

The standard Conditions of tender make several references to the tender Data for details that apply specifically to this tender. The tender data make shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of Data given below is cross- referenced to the clause in the standard conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard conditions of tender as set out in the Tender Data below shall apply to this tender.

Clause	Description
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures.</p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents.</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Check List</p> <p>T2.3 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Forms of Securities</p> <p>Part C2: Pricing Data</p>

Clause	Description				
	<p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3.1 Description of Works</p> <p>C3.2 Project Specifications</p> <p>C3.3 Safety Health and Environmental Specifications</p> <p>C3.4 Quality Management Specifications</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>				
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>				
F.1.4	<p>The Employer's Agent is:</p> <p>Name: Mr Given Masuku: Manager : Energy Services of Department of Utilities Management Services (UMS)</p>				
	<table border="1"> <thead> <tr> <th data-bbox="272 1137 539 1196">Physical Address</th> <th data-bbox="539 1137 1445 1196">Postal Address</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 1196 539 1352"></td> <td data-bbox="539 1196 1445 1352"> <p>PO Box 94</p> <p>KRUGERSDORP</p> <p>1760</p> </td> </tr> </tbody> </table>	Physical Address	Postal Address		<p>PO Box 94</p> <p>KRUGERSDORP</p> <p>1760</p>
Physical Address	Postal Address				
	<p>PO Box 94</p> <p>KRUGERSDORP</p> <p>1760</p>				
F.1.6.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>				
F.2.1	<p>Eligibility</p> <p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7 EP class or 6EP PE electrical engineering, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; 				

Clause	Description	
	<p>2. the lead partner has a contractor grading designation in the 7 EP or 6EP PE class electrical engineering; and</p> <p>3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 EP OR 6EP PE class electrical engineering or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</p>	
F.2.2	<p>Compensation of tendering</p> <p>The Tenderer must Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>	
F.2.3	<p>Check documents</p> <p>The Tenderer must Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission in writing.</p>	
F.2.4	<p>Confidentiality and copyright</p> <p>The Tenderer must treat as confidential all matters arising in connection with this tender, Use this copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>	
F.2.5	<p>Reference documents</p> <p>The Tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>	
F.2.6	<p>Acknowledge Addenda</p> <p>The Tenderer shall Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>	
F.2.7	<p>The arrangements for a compulsory briefing meeting are:</p>	
	<p>Date: 27 JANUARY 2023</p> <p>Starting time: 13:30</p>	<p>Location: Mayors Chambor of Mogale City Municipal Offices, Corner Commissioner & Market, KRUGERSDORP</p>
F.2.10	<p>Pricing the tender</p> <p>State the rates and prices in Rand.</p>	
F.2.11	<p>Alterations to documents;</p>	

Clause	Description
	<p>The Tenderer must take note of the following;</p> <ul style="list-style-type: none"> a) “No alterations, additions and reductions must be made to the tender document issued by the employer. b) No document must be unbounded or unbundled and other documents which were not part of the document added. c) All additional documents not requested by the employer and the tenderer deem necessary that they might be important, they must be placed in a separate enveloped and be clearly marked “Optional Additional Documents” d) All signatories to the tender offer shall initial all alterations. Alterations shall be done through a single line strike through and new information appended next to the alteration. e) Erasures and the use of masking fluid are prohibited. f) The tender document must be completed with non-erasable Black Ink,
F.2.12	<p>Alternative tender offers</p> <p>No alternative tender offers will be accepted.</p>
F2.13.3	Only Tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
F.2.13.6	Details of compulsory site briefing are as stipulated above
	Tender no & description: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
	Closing date and time: Closing date: 01 March 2023 Closing Time: <u>11H00</u>
	Location of Tender box: Foyer of Supply Chain - Mogale City Municipal Offices.
	Physical address: Corner Commissioner and Market Street, KRUGERSDORP 1760
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	The Tenderer must Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender validity period MUST BE valid for a period of 120 calendar Days after the Tender Submission Closing Date.

MOGALE CITY LOCAL MUNICIPALITY

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TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part T1: Tendering Procedures

T1.2 Tender Data

Clause	Description
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from an appointment date in accordance with a format included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> a) B-BBEE status level certificate b) Proof of Municipal Account statement c) A valid Tax Compliance Status Pin issued by the South African Revenue Services d) In case of Joint Venture – the Joint Venture Agreement. e) Any other required documents
F.3.3	<p>The time and location for opening of the Tender offers are:</p> <p>Time 11H00</p> <p>Location: Mogale City Municipal Offices, Supply Chain Foyer, KRUGERSDORP 1760</p>
F.3.9.	<p>Arithmetical errors, omissions and discrepancies;</p> <p>“The amount in words that the tenderer carried forward to the form of Offer and Acceptance shall remain the final tender Offer to be considered by the employer for evaluation and acceptance”</p>
F.3.9.1.	<p>“Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.”</p>
F.3.9.2.	<p>The following criteria will be used to check arithmetic errors</p> <ul style="list-style-type: none"> a) The gross misplacement of the decimal point in any unit rate; b) Omissions made in completing the pricing schedule or bills of quantities; or c) Arithmetic errors in; d) Line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or e) The summation of the prices.

Clause	Description
F.3.9.3	<p>Arithmetic errors will be corrected as follows;</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.</p> <p>b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices."</p>
F3.11	<p>Award of Tenders</p> <p>The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the MOGALE CITY LOCAL MUNICIPALITY and The Standard Conditions of Tender as contained in Annexure F of June 2015 edition of the CIDB Standard for Uniformity in Construction Procurement.</p>
F.3.11.1	<p>Evaluation of Tenders</p> <p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.</p> <p>Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.</p> <p>The following steps will be followed during evaluation:</p> <p>a) Determination of whether or not tender offers are complete.</p> <p>b) Determination of whether or not tender offers are responsive.</p> <p>c) Determination of whether or not tenderers meet functionality requirements.</p> <p>d) Determination of the reasonableness of the tender offer</p> <p>e) Confirmation of the eligibility of preferential points claimed by tenderers.</p> <p>f) Awarding of points for financial offer.</p> <p>g) Ranking of tenderers according to the total points (Financial + Preferential) accumulated.</p> <p>h) Performance of risk analysis by checking the credit record of the tenderers.</p> <p>i) The three highest scoring tenders on PPPFA will be appointed</p>
F.3.11.3	<p>Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution.</p>

Clause	Description
	<p>The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to “scope of work”.</p> <p><u>FUNCTIONALITY EVALUATION CRITERIA</u></p> <p>Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage:</p> <ol style="list-style-type: none"> 1. Failure to achieve the minimum total score of 45 points out of 72 points 2. Failure to score the minimum points in <u>each</u> Criteria section listed in the table below. 3. If the bidder achieves a total score equal to or above the minimum of 45 points but fails to reach the minimum points stipulated for each criteria, the bid will be deemed as non-compliant and will be rejected. 4. The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications. 5. If any criterion is rated zero, the tenderer will be rejected, even if the 45 out of 72 points are achieved. 6. Non-compliant bidders will be rejected after this phase and not continue to price scoring. 7. These criteria shall only determine whether a tenderer will further be evaluated and will not influence the points scored on Price.

Clause	Description																				
F.3.11.2	<p>(a) Scoring: Financial Offer.</p> <p>The scoring on the financial offer will be as follows;</p> $P_s = 80 \times \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where;</p> <p>P_s = Points scored for price of tender under consideration</p> <p>P_t = Rand value of offer / tender for consideration</p> <p>P_{min} = Rand value of the lowest acceptable tender</p> <p>(b) Scoring B-BBEE Status Level</p> <table border="1"> <thead> <tr> <th>B-BBEE Level</th> <th>80/20</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-Compliant Contributor</td> <td>0</td> </tr> </tbody> </table>	B-BBEE Level	80/20	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
B-BBEE Level	80/20																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-Compliant Contributor	0																				
F3.11.12	N/A																				
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.																				
F.3.19	<p>The additional conditions of Tender are:</p> <ul style="list-style-type: none"> a) MOGALE CITY LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his/her financial, labour and resources are adequate for carrying out the project. b) The MOGALE CITY LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer and the Tenderer shall provide all reasonable assistance in such investigations. 																				

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Part T1: Tendering Procedures

T1.2 Tender Data

Clause	Description
	<p>c) The contractor must be registered as an Electrical Contractor with the Department of Labour and the Electrical Contractors Association (ECA). Submit certified copies of the above Certificates and failure to submit valid Certified copies of Certificates will result in the tender being deemed nonresponsive</p> <p>d) The contractor must be registered with Compensation Fund for COIDA or have a valid insurance for COIDA. A Certificate of Compliance for COIDA must be submitted or proof of insurance thereof.</p>
F.3.20	<p>The tenderer must note that the following Additional Relevant Documents will form part of this contract and are not included in this document:</p> <p>a) Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP);</p> <p>b) “CIDB Best Practice Guidelines for Labour Based Methods and Technologies for Employment of Labour Intensive Construction Works” available free of charge on the CIDB website www.cidb.co.za</p> <p>c) South African National Standards 1914-5”, Targeted construction procurement – Part 5: Participation of targeted labour” and available at South African National Standards.</p>

TECHNICAL EVALUATION CRITERIA

Note the following, should a tenderer obtain a score below the specified minimum points required in any of the criterion they will be rejected and not considered for the next phase of evaluation which is price scoring. In addition, failure to score the total minimum 45 points out of 72 points will also lead to non – compliance and bidders will be rejected after this phase and not continue for price scoring.

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
1	<p style="text-align: center;">Past company’s experience and expertise</p> <p>Proven Relevant and Similar Projects carried out in construction and installation of medium voltage (between 3.3kV and 66kV) by the bidder in the past 5 years</p> <p>Reference letters of completed projects involving construction and/or installation of electrical distribution or reticulation equipment rated at voltages that ranges from 3.3kV up to 66kV</p> <p>The reference letters must contain contact information of the previous client(s) reflecting summary of the Works successful completed, duration and value of the project.</p> <p>Non attachment of reference letters will lead to Zero (0) scoring of points).</p>		
	<p style="text-align: center;">One to six (6) completed projects => 5 points OR Seven (7) to ten (10) completed projects => 10 points OR eleven (11) or more completed projects =>20 points</p>	20	5

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
2	<p align="center">Relevant experience and qualifications of key personnel:</p> <p align="center">Detailed Curriculum Vitae (CV) must be attached for each team member.</p> <p align="center">Experience must include Installation and construction projects on at least Low or medium Voltage distribution or reticulation systems and equipment including Cable jointing and termination as well as testing and commissioning. Tenderers must have the following personnel as a minimum:</p>		
	<p>Project Engineer (10 points)</p> <p>Must be registered with the Engineering Council of South Africa (ECSA) as Pr Eng or Pr Tech Eng or a Professional Construction Project Manager (PrCPM) Zero Points out of 10 will be awarded if no ECSA and/or SACPCMP Certificate attached for the listed Categories</p>	10	10
	<p>Construction Site Manager (5 points)</p> <ul style="list-style-type: none"> • National N3 certificate in Electrical Engineering or Higher and a minimum two (2) – five (5) years of experience (3 points) <p align="center">OR</p> <ul style="list-style-type: none"> • Six (6) years or more experience on Electrical Infrastructure Construction Projects 5(points) 	5	3
	<p>Safety Officer (4 points)</p> <p>Three (3) years of experience in Electrical Construction Projects with at least a National Diploma in OHS or Safety Management Certificate</p>	4	4
	<p>Foreman (5 points)</p> <ul style="list-style-type: none"> • Electrical Trade Test and Wireman's License for Three phase and at least 3 to 4 years of experience (3 points) <p align="center">OR</p> <ul style="list-style-type: none"> • Five (5) years of experience in Electrical Construction Projects (5 points) 	5	3
	<p>Electricians x 3 (3 points)</p> <p>At least an Electrical Trade Test and at least 3 years of experience in Electrical Construction Projects including cable jointing and terminations or stringing or panel wiring.</p>	3	3
	Total	27	23

ITEM	DESCRIPTION	WEIGHT	MINIMUM SCORE
3	<p align="center">Plant, equipment and resources</p> <p align="center">The construction work will include handling of heavy and fragile material, earthmoving or digging and transporting material and personnel. It is therefore critical that bidders must have or have access to appropriate plant and equipment for such work and therefore the main plant and equipment required from bidders are the following:</p> <p align="center">Provide proof of Ownership or Letter of Intent / Agreement from the Hiring Company and it must be a specific commitment with all the plant required with the specific number required as per the list</p> <p align="center">Proof of ownership is only by means of vehicle registration documents (e-Natis) for road going vehicles certified.</p> <p align="center">(Non-attachment of required documentary proof will lead to Zero (0) scoring of points</p>		
	1. 8 ton (GVM>8000kg) TLB x2 or more = 5 points (3 points if leasing) with Valid Test Certificate for the TLB	5	3
	2. 8 ton (GVM>8000kg) Crane Truck x2 or more = 5 points (3 points if leasing) with Valid Test Certificate for the Crane	5	3
	3. 4 ton or higher (GVM>8000kg) Cherry Picker x2 or more = 5 points (3 points if leasing) with Valid Test Certificate	5	3
	4. Auger drilling equipment x1 or more = 5 points (4 points if leasing) with Valid Test Certificate	5	4
	5. Hydraulic Tensioner and Puller for stringing = 5 points (4 points if leasing) Valid Test Certificate	5	4
	Total	25	17
The bidder must score a minimum of 45 points out of 72 points		72	45

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Part T2: Returnable Document

T2.1 List of Returnable Documents



THE TENDER

PART T2: RETURNABLE DOCUMENTS

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Part T2: Returnable Document

T2.1 List of Returnable Documents

T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1. Record of Addenda to Tender Documents
- T2.2.2. Compulsory Enterprise Questionnaire
- T2.2.3. Authority of Signatory
- T2.2.4. MCLM Corporate Social Responsibility
- T2.2.5. Proposed Amendments and Qualifications
- T2.2.6. Declaration of Interest
- T2.2.7. Declaration for procurement above R10 Million (all applicable taxes included)
- T2.2.8. Preference Points Claim Form
- T2.2.9. Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10. Certificate of Independent Bid Determination
- T2.2.11. Capacity to Execute Work
- T2.2.12. Key Personnel/Project Team
- T2.2.13. Previous Experience
- T2.2.14. Schedule of Proposed Subcontractors
- T2.2.15. Rates for Special Materials
- T2.2.16. Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.17. Tax Compliant Status Pin
- T2.2.18. B-BBEE Certification
- T2.2.19. Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.20. Municipal Accounts
- T2.2.21. Occupational Health and Safety Questionnaire

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

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Part T2: Returnable Document

T2.2 Check List

T2: RETURNABLE DOCUMENTS

T2.2 Check List

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

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
Cover	Cover page completed with Tenderer's details					
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
	Attached certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
	Attached CM29					
T2.2.5	Proposed Amendments and Qualifications					
T2.2.6	Declaration of Interest					
	Attach proof of authority if required					
T2.2.8	Preference Points Claim Form					
T2.2.9	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.10	Certificate of Independent Bid Determination					
T2.2.11	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.13	Previous Experience					

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Part T2: Returnable Document

T2.2 Check List

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
	Completion certificates/verification letter of successful completion by client attached					
T2.2.15	Schedule of Proposed Sub-Contractors					
T2.2.16	Rates for Special Materials					
T2.2.17	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.18	Tax Compliance Status Pin					
	Tax compliance Status Pin number					
T2.2.19	Declaration of Good Standing Regarding Tax Income					
T2.2.20	B-BBEE Certificate					
	Sworn Affidavit					
T2.2.21	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.22	Municipal Accounts					
	Accounts attached					
T2.2.23	Occupational Health and Safety Questionnaire					
	Attach: Management structure & organogram Human resource plan Letter of good standing COID Insurance					

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Part T2: Returnable Documents

T2.3 Returnable Schedules

T2: RETURNABLE DOCUMENTS

T2.3 Returnable Schedules

T2.2.1 Record of Addenda to Tender Documents

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page).

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

T2.2.2 Compulsory Enterprise Questionnaire

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

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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

Year 2020 R.

Year 2021 R.

Year 2022 R.

Anticipated turnover for 2023 R.

Section 7: Management and manpower resources

Number of Supervisors

Number of Labourers

Number of Operators

Other Personnel (Specify)

Total number permanent employees

Total number contract employees

Signed

Date

Name

Position

Tenderer

T2.2.3 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the separate bound document of returnable schedules** a duly signed and dated original or certified copy of the relevant resolution of their meeting of members or their board of directors, as the case may be, or by completing one of the following:

T2.2.3.1 Companies / Close Corporations

FORM TO BE COMPLETED:

"By resolution of the board of directors or meeting of members passed on ,

(Mr/Me.).. . . . has been duly authorised to sign all documents in connection

with the Bid for *Contract number*. and any Contract, which may arise there from

on behalf of the Bidding Entity, namely,.

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME:

SIGNATURE:

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL:

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Part T2: Returnable Documents

T2.3 Returnable Schedules

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

*AND/OR..... (SIGNATURE)..... (INITIAL)

* DELETE WHICH IS NOT APPLICABLE

AS WITNESS: 1.....

T2.2.3.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

FORM TO BE COMPLETED:

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no 		Signature. Name Designation.....
CIDB registration no 		Signature. Name Designatio.....

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Part T2: Returnable Documents

T2.3 Returnable Schedules

CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....

Signed

Date

.....

.....

Name

Position

.....

.....

As

Witness

.....

T2.2.3.3 JOINT VENTURE INFORMATION

(COMPLETE ONLY IF APPLICABLE)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for **“SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEAR”** (hereinafter called the “Project”) and of jointly performing such contract under joint and several responsibility.

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

Full Name and address of Lead enterprise

..... %
.....

Full Name and address of 2nd enterprise

..... %
.....

Full Name and address of 3rd enterprise

..... %
.....

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

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

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

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

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

The contract has been awarded to another bidder

or

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

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

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

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

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Part T2: Returnable Documents

T2.3 Returnable Schedules

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

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

T2.2.4 MCLM Corporate Social Responsibility

Mogale City Corporate Social Responsibility

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

Please attach the Certificate of Confirmation (CM29) as issued by the Registrar of Companies & Close Corporations, for this Tenderer to the separate document of returnable schedules.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Mogale based:

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

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of one percent (2%) on all payment made.

Signed	Date
Name	Position
Tenderer	

T2.2.5 Proposed Amendments and Qualifications

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

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1. Full Name of bidder or his or her representative:.....

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, hareholder²):.....

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1. If yes, furnish particulars.

.....

*Mogale City Local Municipality’s Supply Chain Management Regulations: “in the service of the state” means to be –

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1. If yes, furnish particulars.....

.....

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1. If yes, furnish particulars.....

.....

3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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Part T2: Returnable Documents

T2.3 Returnable Schedules

3.11.1. If yes, furnish particulars.....

.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1. If yes, furnish particulars.....

.....

3.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1. If yes, furnish particulars.....

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1. If yes, furnish particulars:.....

.....

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Part T2: Returnable Documents

T2.3 Returnable Schedules

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 5

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED), BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 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.

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

YES/NO

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

YES/NO

3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 if yes, furnish

.....
.....

YES/NO

4 Will any portion of goods or services be sourced from outside the Republic, 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, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MOGALE CITY LOCAL MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed R50Million (all applicable taxes included) and therefore the.....90/10... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- 1.4 (a) PRICE
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
TOTAL	100

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

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

2. DEFINITIONS

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

- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

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

or

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

SUBCONTRACTING AS CONDITION OF TENDER

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

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

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

(a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer

- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

10. **Previous experience**

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

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

10.1 Staffing Profile

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

Name	Position in your organization	Qualifications	Experience

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Part T2: Returnable Documents

T2.3 Returnable Schedules

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m ²)

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T2.3 Returnable Schedules

10.3 Plant and equipment

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

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Part T2: Returnable Documents

T2.3 Returnable Schedules

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

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

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Part T2: Returnable Documents

T2.3 Returnable Schedules

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

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

9. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____ 20 _____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

T2.2.9 DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

Certification:

I, the undersigned (full name) certify that the information furnished on this declaration form true and correct.

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

MBD 9

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2.11 Capacity to Execute Work

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.12 Key Personnel/Project Team

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

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

Designation	Name of Nominee	Nationality	Summary of		HDI Status Yes/No	NQF Certified Yes/No
			Qualifications	Experience and Present Occupation		
Professional Engineer / Technologist						
Professional Construction Manager						
Other (Indicate)						

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Project Engineer

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Site Manager

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Safety Officer

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Foreman

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

Certification:

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

.....
Signature of person named in the schedule

.....
date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Electricians

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Electricians

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Electricians

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

Certification:

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

.....
Signature of person named in the schedule

.....
Date

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TENDER NO: UMS (E) 29/2023

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T2.2.13 Previous Experience

Provide the following information on **relevant previous experience**. Indicate comparable projects of the construction in Supply, erect, install, test and commissioning of high and medium voltage (HV and MV) structures and equipment on an as-when-required basis for a period of three (3) years in the past 2 years. This information is material to the award of the Contract.

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

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

THE FOLLOWING TABLE MUST BE COMPLETED

EMPLOYER (Name and tel no and email)	CONSULTING ENGINEER (name, tel no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION	COMPLETION CERTIFICATE
PROJECT 1:					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 2:					
Name 1:	Name 1:	Related Works			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				

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Part T2: Returnable Documents

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Email:	Email:				
--------	--------	--	--	--	--

PROJECT 3					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 4					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

PROJECT 5	Name 1:	Related Works:			
Name 1:	Tel:	Description:			
Tel:	Email:				
Email:	Name 2:				
Name 2:	Tel:				
Tel:	Email:				
Email:					

T2.2.15 SUBCONTRACTING AS CONDITION OF TENDER

- (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation
- (3), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (a) an EME or QSE;
 - (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (4) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

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T2.3 Returnable Schedules

Schedule of Proposed Sub-Contractors

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

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

Signed

Date

Name

Position

Tenderer

SUBCONTRACTING AFTER AWARD OF TENDER

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

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH

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

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

Signed Date

Name Position

Tenderer

T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting

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

representative of (Tenderer).....

.....

of (address).....

.....

.....

Telephone number

Fax number

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

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

SIGNATURE OF TENDERER'S REPRESENTATIVE:

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

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

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

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

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

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

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

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and /or assembly, and/ or packaging			
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

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T2.2.20 B-BBEE Certification

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

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

Signed Date

Name Position

Tenderer

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T2.2.21 Certificate of Contractors Registration Issued by the Construction Industry Development Board

The Tenderer shall attach **in the separately bound document with all the returnable schedules**, the Contract's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submission must attach a notification from CIDB that their application is being considered.

Tenderers Company Name	
CIDB Registration Number	
Contractors Grading	

Signed Date

Name Position

Tenderer

T2.2.22 MUNICIPAL ACCOUNTS

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

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

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

Signed Date

Name Position

Tenderer

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Part T2: Returnable Documents

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ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

T2.2.23 Occupational Health and Safety Questionnaire

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

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T2.3 Returnable Schedules

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

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Part T2: Returnable Documents

T2.3 Returnable Schedules

4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored? Please provide examples of the above.		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors? Do these cover:		
	<ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used.		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	<ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • End evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame, eg. Years		
6.4	For what processes/risk is personal protective equipment issued?		

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Part T2: Returnable Documents

T2.3 Returnable Schedules

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

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Part T2: Returnable Documents

T2.3 Returnable Schedules

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

The following documentation should also be provided with the tender:

1. Management Structure including organogram.
2. Human Resource Plan.
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer.
4. COID Insurance

Declaration

I/we Declare that the above information provided is correct.

Signed Date

Name Position

Tenderer

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Part C1: Agreements and Contract Data



THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

(Note: The Appendix, Annexures & Reports Form Part of the Tender)

THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER

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

UMS (E) 29/2023

Description of Works:

SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the Works:

SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount (Rates)	VAT @ 15%	Amount (Incl. VAT)
SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS			

In words

R.....
.....

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

Our proposed construction period as from site handover will be agreed upon through a schedule of activities to form part of the contract data:

Description	Contract Period
SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS	36 months

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

C1.1.1 Form of Offer (Continued)

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- i) Tender documents, viz
 - Invitation to tender
 - Tender Data
 - Returnable Schedules (Schedule D)
 - Technical Data Sheets
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Contract Data
 - Special Conditions of Contract;
 - Pricing schedule(s)
 - Scope of Works
 - Site Information
- ii) General Conditions of Contract; (GCC 2015) and
- iii) Drawings
- iv) Annexures
- v) Addendums
- vi) Other

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

3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Engineer acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.

4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & General Conditions of Contract 2015 (GCC 2015)

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

- 5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
- 6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

The Public Liability Insurance that I/We propose is:

From (Insurer Name)*1

.....

*1 – Letter of Intent to be provided

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

Name (Print)

Capacity

Signature

Name of Company

Date

WITNESSES	
1.
2.

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Mogale City Local Municipality, Department of Utilities Management Services (UMS) P O Box 94 KRUGERSDORP 1740
Address of Engineer / Appointed Consultant	1.11.16	CntctPerson1 Manager: UMS Energy Services Department of Utilities Management Services (UMS) Mogale City Local Municipality, P O Box 94 KRUGERSDORP 1740
Address of Contractor	1.1.19	
Amount of Suretyship / Public Liability Insurance	8.6	
Time within Public Liability Insurance to be provided	5.3.2	
Duration of Public Liability Insurance	8.2.1	
Time within which Works to be Commenced	5.3	
Programme to be furnished within	5.6	
Special Risks Insurance& SASRIA	8.6.1.2	
Amount of Special Risks Insurance	8.6.1.2	
Minimum Amount of Liability Insurance	8.6.1.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * per cent on nett cost of materials actually used.
Daywork allowances	6.5.1.2.3	
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	5.1	As-and-when required for a period of 36 month

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Amount of penalty	5.13	R 1 500-00 per calendar day to a max of 10% of the certified value of work.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	10% percent
Limit of retention money	6.10.3	10% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	
Delivery of Contractor's final Statement	6.10.8	
Defects Liability Period	7.8	12 (twelve) months
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	6.8.2	<p>Contract Price Adjustment (CPA) Schedule (SIEFSA) MCLM coefficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data)</p> <p>CPA is adjusted based on the SEIFSA's price indices and the following contract price adjustment formula</p> $P = P_0 \left(L \frac{EI}{SI} + S \frac{EI}{SI} \right)$ <ul style="list-style-type: none"> • P – Escalated or New price • P_0 – Base price • L – Labour percentage • S – Steel percentage • EI – Relevant index at the end of the escalation period • SI – Relevant index at the start of the escalation period <p><i>(Civil and Electrical Engineering as per SEIFSA indices)</i></p>
Price variation of Special Materials	6.8.3	As per Schedule

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

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

C1.1.3 Form of Acceptance

(To be completed by the Client – Mogale City Local Municipality on Tender Award)

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

1. We in our capacities as:

<u>Department</u>	<u>Name</u>	<u>Signature</u>
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Accept your tender under reference number: **UMS (E) 29/2023 FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS** indicated hereunder and/or further specified in the SCHEDULE(s).

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

SIGNED ON AT

NAME (PRINT)

SIGNATURE

WITNESSES	
1.
2.

OFFICIAL STAMP

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

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

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

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.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and Signature of (name and address of organisation)

Witness **Date:**.....

For the Employer:

Signature(s)

Name(s)

Capacity

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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

.....

Name and (name and address of organisation)

Signature of

Witness

Date:.....

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Part C1: Agreements and Contract Data

C1.2 Contract Data

C1: AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

C1.2.1 Part 1: Data Provided by the Employer

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

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

REFERENCE TO:	CLAUSE	DATA
Contractor	1.1.1.9	Name:
		Address:
		Contact:
Contract Sum	1.1.1.10	Contract Sum" meansthe Price tendered by the Contractor and accepted by Mogale City Local Municipality
Employer	1.1.15	The name of the Employer is Mogale City Local Municipality
	1.2.1	The address of the Employer is: Address (physical): Corner Commissioner and Market Street Krugersdorp Address (postal): P.O. Box 94 Krugersdorp 1740 Telephone: (011) 951 2014/2177/2541 Facsimile: (011) 660 9672 e-mail: Ofentse.matsose@mogalecity.gov.za
Project Manager	1.1.16 1.2.1	The name of the Department is Department of Utilities Management Services (UMS)

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
		<p>Address (physical): President Building 38 President Street Krugersdorp</p> <p>Address (postal): P.O. Box 94 Krugersdorp 1740</p> <p>Telephone: (011) 951 2393</p> <p>Facsimile:</p> <p>e-mail: given.masuku@mogalecity.gov.za</p>
Functions of the Engineer	3.1	<p>If the Engineers is not the Mogale City Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10 ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4 iii) The approval of any claim by the Contractor.
Contractor's General Obligations	4	<p>Add to the clause:</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>
Workmen's Compensation	4.3	<p>The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.</p>

REFERENCE TO:	CLAUSE	DATA
Subcontracting	4.4	<p>Add the following:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer’s option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full</p>
Patent Rights	4.6	<p>The following Sub-clause is added to Clause 4.6:</p> <p>“The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer.”</p>
Contractor’s Superintendence	4.12	<p>Add the following new clause:</p> <p>The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2</p> <p>“The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1.”</p>
Commencement of the contract	5.2	<p>“Commencement Date” means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> 1. Handover of Site

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Commencement of Works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause Commencement of Work will only take place once the following documentation were submitted to the Engineer: Letter of Acceptance Construction/Performance Guarantee Health & Safety Plan Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p>
Access to the Site	5.4	<p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause: The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>
Programme	5.6	Within 7 days from date of Site Handover.

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Penalty for Delay	5.13	To a maximum of R1500-00 per calendar day to a max of 10% of the certified value of work.
Completion	5.14	36 Months
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 “In the event of the Contractor not completing all the outstanding work within the period specified by the Project Manager and/or Engineer in terms of Clause 7.8, the Project Manager and/or Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Project Manager and/or Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”
Security	6.2	Within 14 days of Letter of Appointment Add the following to the Clause: “The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Amendments to Schedule of Quantities and Scope Reduction	6.3	<p>The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.</p> <p>The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.</p>
Value of Variations	6.4	<p>The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.</p>
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Schedule of Quantities – Estimated quantities	6.7	<p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p> <p>Add to the clause: “An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</p>
Special Materials	6.8.3	As per Schedule of Special Materials
Vesting of Materials	6.9	<p>Add to Sub-Clause 6.9.1.2 “The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Project Manager and/or Engineer of any materials which are not his sole property.”</p>
Valuation of material brought onto site	6.9	<p>Add to Clause 6.10.1.5 “Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership.</p> <p>The ownership of materials shall be transferred to the Employer in accordance with the pro forma “Transfer of Rights” bound in as an annexure to these Special Conditions of Contract”.</p>

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Contract Price Adjustment (Only applicable to contracts of 12 months and longer)	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines: x = 0,10 (General Engineering Works) aLt (Labour)= 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05 (Civil Engineering as per SETFSA)
Materials on Site	6.10.1.5	80% (Delivery Notes and Tax Invoices to be provided)
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.
Retention Money	6.10.3	No interest will be paid on retention money
Retention Guarantee	6.10.3	A Retention Guarantee is not acceptable Add to the clause: 10% Retention will be deducted from each payment certificate. Retention will be reduced to 0% once Practical Completion Certificate is issued for the work.
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Engineer. "
Defects liability period	7.8	12 Months
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R10 000 000 per claim, claims unlimited
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.

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Part C1: Agreements and Contract Data

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

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

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

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

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Part C1: Agreements and Contract Data

C1.2 Contract Data

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

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

CLAUSE	DATA									
1.1.9	The Contractor is. Name:									
1.2.1	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:									
6.8.3	The variations in the price of special materials: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of special material</th> <th style="width: 15%;">Unit</th> <th style="width: 15%;">Rate or price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of special material	Unit	Rate or price						
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Part C1: Agreements and Contract Data

C1.3 Forms of Securities

C1: AGREEMENTS AND CONTRACT DATA

C1.3 Forms of Securities

Forms for completion by the contractor

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

C1.3.1 Form of Guarantee

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

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

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

Pro-Forma Performance Guarantee

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

Guarantee Details and Definitions

“Guarantor” means:

Physical address:

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

“Contractor” means:

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

“Expiry Date” means:

Contract Details

Project Manager and/or Engineer:

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

Performance Guarantee

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Engineer of the

Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;

3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2. A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's bank compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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C1.3 Forms of Securities

14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

15. Our total liability hereunder shall not exceed the sum of
.....(R.....).

16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

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

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

C1.3.2 Written Agreement on Occupational Health and Safety

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

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

The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the

contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

- i) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
- ii) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- iv) The contractor shall be obliged to report forthwith to the employer any investigation, compliant or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- v) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
- vi) Work should not be done at the expense of human safety or health.

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-
- vii) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.

 - viii) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....

On Behalf of Mogale City Municipality

Date

Witnesses 1.

2.

.....

For The Contractor

Date

Witnesses 1.

2.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

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

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C1.3 Forms of Securities

10. Planned number of contractors on the construction site accountable to principal contractor:

.....

11. Name(s) of contractors already chosen.

.....

.....

.....

.....
Principal Contractor Date

.....
Client Date

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

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

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

Whereas (the Contractor)

*Company Registration No:

Address:

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

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

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

.....
For The Contractor

.....
Date

Witnesses 1.

2.

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C1.3 Forms of Securities

C1.3.4 Bond for Material on Site

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

*Delete whichever is inapplicable

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 29/2023

TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part C1: Agreements and Contract Data

C1.3 Forms of Securities

C1.3.5 Ownership of Materials

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

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

As Witnesses:

1.

2.

.....
Signature

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

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Part C2: Pricing Data



THE CONTRACT

C2: PRICING DATA

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Part C2: Pricing Data

C2.1 Pricing Instructions

C2: PRICING DATA

C2.1 Pricing Instructions

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

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

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

Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for “SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS”

Required by: **Mogale City Local Municipality**

At: **Krugersdorp**

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

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

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

Mrs. Ofentse Matsose

Supply Chain Management

KRUGERSDORP

Tel: 011 951 2177

Or

For Technical Information:

Attie Pretorius or Petrus Makgamatha

071 860 7918 or 071 860 7914

Preamble to Schedule of Quantities

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

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

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

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

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

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

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

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

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

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

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Part C2: Pricing Data

C2.1 Pricing Instructions

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

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

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

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

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
8. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
9. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
10. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
12. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
13. The quantities of work finally accepted and certified for payment will be used to determine payment to the Contractor. The works executed are measured for payment in accordance with the methods described in the contract documents. Attention is directed to the provision of Clause 8 of the SABS 1200, regarding the measurement of quantities for payment. Except where specified otherwise than in this

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Part C2: Pricing Data

C2.1 Pricing Instructions

Clause, the net measurements or mass of the finished work in place will be taken for payment, and any volume or mass of work in excess of that prescribed, will be excluded.

14. The Contractor will obtain the engineer's detailed instructions for all work before executing work or making arrangements in this regard.
15. The price must include 15% VAT.
16. The relevant rates will include the following:
 - 16.1. All labour costs.
 - 16.2. All administrative expenses.
 - 16.3. Transportation (fixed cost, running cost and driver cost) and supervision fees.
 - 16.4. Tools, equipment and auxiliary equipment.
 - 16.5. Safety equipment.
 - 16.6. All notifications to consumers when a power failure is going to occur owing to the execution of tasks.
 - 16.7. All tariffs, levies, taxes payable by the Tenderer.
 - 16.8. All expenses to restore the workplace to its original condition.
 - 16.9. All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the by-laws of the local authority.
 - 16.10. Payment in terms of Royalties and Patent Rights (if required).

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

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

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

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

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

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

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

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Part C2: Pricing Data

C2.2 Bills of Quantities

C2: PRICING DATA

C2.2 Bill of Quanties

Bill No: 1	EXCAVATIONS, TRENCHING, CABLE LAYING, POLE PLANTING AND STRUCTURES		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
1.1	Excavation, backfilling & compacting of Holes Poles, Stays, Struts and Flying Stays and Earth Electrodes per depth in meter				
1.1.1	by Hand	m	Rates Only		
1.1.2	by Rock drilling	m	Rates Only		
1.1.3	by Mechanical Hammer	m	Rates Only		
1.1.4	by Auger	m	Rates Only		
1.1.5	by Tractor Loader Backhoe (TLB)	m	Rates Only		
1.1.6	Supply of imported soil (Class 1)	m ³	Rates Only		
1.2	Excavation, backfilling & compacting of Trenches for Cables, and Plinths				
1.2.1	by Hand	m ³	Rates Only		
1.2.2	by Tractor Loader Backhoe (TLB)	m ³	Rates Only		
1.2.3	by Horizontal directional drilling, including access pits	m ³	Rates Only		
1.3	Cable Laying and Equipment Foundations				
1.3.1	Installation of the sleeve pipe	m	Rates Only		
1.3.2	Lay Cable Bedding	m	Rates Only		
1.3.3	Lay Cable in ground	m	Rates Only		
1.3.4	Erecting plinths	m ³	Rates Only		
1.3.5	Laying Precast Plinth	ea	Rates Only		
1.3.6	Perform Cable Termination on 11kV 3 Core XLPE Indoor (16 - 35 mm)	ea	Rates Only		
1.3.7	Perform Cable Termination on 11kV 3 Core XLPE Indoor (50 - 120 mm)	ea	Rates Only		
1.3.8	Perform Cable Termination on 11kV 3 Core XLPE Indoor (95 - 185 mm)	ea	Rates Only		
1.3.9	Perform Cable Termination on 11kV 3 Core XLPE Outdoor (16 - 35 mm)	ea	Rates Only		
1.3.10	Perform Cable Termination on 11kV 3 Core XLPE Outdoor (50 - 120 mm)	ea	Rates Only		
1.3.11	Perform Cable Termination on 11kV 3 Core XLPE Outdoor (95 - 185 mm)	ea	Rates Only		
1.3.12	Perform Cable Termination on 11kV 3 Core PILC Indoor (16 - 35 mm)	ea	Rates Only		
1.3.13	Perform Cable Termination on 11kV 3 Core PILC Indoor (50 - 120 mm)	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 1	EXCAVATIONS, TRENCHING, CABLE LAYING, POLE PLANTING AND STRUCTURES		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
1.3.14	Perform Cable Termination on 11kV 3 Core PILC Indoor (95 - 185 mm)	ea	Rates Only		
1.3.15	Perform Cable Termination on 11kV 3 Core PILC Outdoor (16 - 35 mm)	ea	Rates Only		
1.3.16	Perform Cable Termination on 11kV 3 Core PILC Outdoor (50 - 120 mm)	ea	Rates Only		
1.3.17	Perform Cable Termination on 11kV 3 Core PILC Outdoor (95 - 185 mm)	ea	Rates Only		
1.3.18	Perform Cable Joint on 11kV 3 Core XLPE (16 - 35 mm)	ea	Rates Only		
1.3.19	Perform Cable Joint on 11kV 3 Core XLPE (50 - 120 mm)	ea	Rates Only		
1.3.20	Perform Cable Joint on 11kV 3 Core XLPE (95 - 185 mm)	ea	Rates Only		
1.3.21	Perform Cable Joint on 11kV 3 Core XLPE (185 - 300 mm)	ea	Rates Only		
1.3.22	Perform Cable Joint on 11kV 3 Core PILC (16 - 35 mm)	ea	Rates Only		
1.3.23	Perform Cable Joint on 11kV 3 Core PILC (50 - 120 mm)	ea	Rates Only		
1.3.24	Perform Cable Joint on 11kV 3 Core PILC (95 - 185 mm)	ea	Rates Only		
1.3.25	Perform Trifurcating Cable Joint on 11kV 3 Core PILC (50 - 120 mm)	ea	Rates Only		
1.3.26	Perform Trifurcating Cable Joint on 11kV 3 Core PILC (95 - 185 mm)	ea	Rates Only		
1.3.27	Perform Trifurcating Cable Joint on 11kV 3 Core PILC (185 - 300 mm)	ea	Rates Only		
1.3.28	Perform Transition Cable Joint on 11kV 3 Core PILC to XLPE 50 - 95 mm	ea	Rates Only		
1.3.29	Perform Transition Cable Joint on 11kV 3 Core PILC to XLPE 120 -185 mm	ea	Rates Only		
1.4	Cable Tracing, Fault Location, identification, and testing				
1.4.1	Cable Fault finding	m	Rates Only		
1.4.2	Cable Tracing	m	Rates Only		
1.4.3	Cable Identification	ea	Rates Only		
1.4.4	Cable Insulation and pressure testing	ea	Rates Only		
1.4.5	Cable phasing	ea	Rates Only		
1.5	Wood Pole planting By hand/Crane including Stays, Flying Stays and Struts assemblies				
1.5.1	POLE,WOOD 5.0 X 80-100 TOP DIA	ea	Rates Only		
1.5.2	POLE,WOOD 7.0X100-120 TOP DIA	ea	Rates Only		
1.5.3	POLE,WOOD 7.0X120-139 TOP DIA	ea	Rates Only		
1.5.4	POLE:140-159MM TOP DIA X LG 11M ;WOOD	ea	Rates Only		
1.5.5	POLE:180-199MM TOP DIA X LG 11M ;WOOD	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 1	EXCAVATIONS, TRENCHING, CABLE LAYING, POLE PLANTING AND STRUCTURES		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
1.5.6	POLE:160-179MM TOP DIA LG 12 M;WOOD	ea	Rates Only		
1.5.7	POLE:200-219MM TOP DIA X LG 12 M;WOOD	ea	Rates Only		
1.5.8	POLE,WOOD 14.0 x 180-199	ea	Rates Only		
1.5.9	POLE,WOOD 14.0 x 200-219	ea	Rates Only		
1.5.10	LV STAY ASSEMBLY (LV - 35kN) WOOD	ea	Rates Only		
1.5.11	MV STAY ASSEMBLY (MV - 97kN) WOOD POLES	ea	Rates Only		
1.5.12	MV STRUT ASSEMBLY SWIVEL BRACKET 11m, 12m AND 13m ,14,15 WOOD POESL/MV Strut	ea	Rates Only		
1.5.13	LV STRUT ASSEMBLY WOOD H - POLE FOR -11m , 12m and 13m,14,15 poles/LV Strut	ea	Rates Only		
1.6	Erect MV support structures including Auxiliary equipment such as bonding, BIL downwire, jumpers, jumper terminations, pole and X-Arm mounting and mounting hardware, conductor attachment hardware and insulators excluding excavations, backfilling, compacting for poles or struts				
1.6.1	3 Phase - Delta / 2,5m Wood X-arm - Strain – 0° Deviation	ea	Rates Only		
1.6.2	3 Phase - Delta / 2,5m wood X-arms - strain - Medium(1° - 60°) deviation	ea	Rates Only		
1.6.3	3 Phase - Delta / 2 x 2,5m wood X-arms (60° - 90°) deviation	ea	Rates Only		
1.6.4	3 Phase - Delta / 3x2.5 wood X-arms - strain - (60° - 90°) deviation	ea	Rates Only		
1.6.5	3 Phase - Delta / 2,5m Wood X-arm - Strain – Terminal	ea	Rates Only		
1.6.6	3 Phase - Staggered Vertical (800mm spacing) 0° Deviation Wooden Poles	ea	Rates Only		
1.6.7	3 Phase - Staggered Vertical (800mm spacing) 0° Deviation Rx Wooden Poles Rx	ea	Rates Only		
1.6.8	3 Phase - Vertical (800mm spacing) Strain 0° Deviation 10kN Wooden Poles	ea	Rates Only		
1.6.9	3 Phase - Vertical (800mm spacing) Strain 0° Deviation 10kN Wooden Poles Rx	ea	Rates Only		
1.6.10	3 Phase - Vertical (800mm spacing) Strain 0-30° Deviation 10kN WoodenPoles	ea	Rates Only		
1.6.11	3 Phase - Vertical (800mm spacing) Strain 0-30° Deviation 10kN Wooden Poles Rx	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 1	EXCAVATIONS, TRENCHING, CABLE LAYING, POLE PLANTING AND STRUCTURES		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
1.6.12	3 Phase - Vertical (800mm spacing) Strain Large (30-60°) Deviation 10kN Wooden Poles	ea	Rates Only		
1.6.13	3 Phase - Vertical (800mm spacing) Strain Large (30-60°) Deviation 10kN Wooden Poles Rx	ea	Rates Only		
1.6.14	3 Phase - Vertical (800mm spacing) Strain -Terminal (10kN Wooden Poles)	ea	Rates Only		
1.6.15	3 Phase - Vertical (800mm spacing) Strain -Terminal (10kN Wooden Poles) Rx	ea	Rates Only		
1.6.16	He.a.vy Conductor - 3 Phase Delta-3500mm Wooden X-arm Intermediate 0° Deviation	ea	Rates Only		
1.6.17	3 Phase Take-off - 2,5m Wooden X-arm	ea	Rates Only		
1.6.18	3 Phase Take-off - 2 x 2,5m Wooden X-arm	ea	Rates Only		
1.6.19	3 Phase - Trips- Strain – 0° Deviation	ea	Rates Only		
1.6.20	3 Phase Take-off - 2 x 2,5m Wooden X-arm	ea	Rates Only		
1.6.21	Sectionalizer Structure - In-line arrangement	ea	Rates Only		
1.6.22	Sectionalizer Structure - Out-of-line arrangement	ea	Rates Only		
1.6.23	Section Links - Cut-outs - 2,5m Wood X-arm / Single Pole (three phase)/Link Assemble	set	Rates Only		
1.6.24	By-pass Links - Cut-outs - 3,5m / 4,5m Wood X-arm / H-pole	set	Rates Only		
1.6.25	Equipment Isolating (in-out) Links - Cut-outs - 2 x 2,5m Wood X-arm / H-pole	set	Rates Only		
1.6.26	Section / By-pass switch - Tri-switch – Single pole	set	Rates Only		
1.6.27	Section / By-pass switch - Tri-switch - H-pole 1800 spacing	set	Rates Only		
1.7	Install MV Conductor including handling, stringing and final sagging of the following:				
1.7.1	MV Bare ACSR Fox	m	Rates Only		
1.7.2	MV Bare ACSR Mink	m	Rates Only		
1.7.3	MV Bare ACSR Hare	m	Rates Only		

.....
Signature of persons authorised to sign tender documents

.....
Date

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 2	MV EQUIPMENT AND SWITCHGEAR		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
2.1	Equipment Installation including MV/LV Surge Arrestors, Control Boxes, Metering Kiosks, Jumper Terminations, Anti Climbing Devices , LDPE Pipe Covered Jumpers and Danger Labels, Channel Irons, Cradles, Standoff Insulators, Conductor Busbars and suitable Equipment Labels				
2.1.1	Miniature substation 11kV/420V 200 - 500kVA suitable for inland application and fitted with Ring Main Unit and an LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	ea	Rates Only		
2.1.2	Miniature substation 11kV/420V 200 - 500kVA suitable for inland application and fitted with Ring Main Unit and LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	ea	Rates Only		
2.1.3	Miniature substation 11kV/420V 200 - 500kVA testing and commissioning	m	Rates Only		
2.1.4	Recloser Structure -In-line arrangement	ea	Rates Only		
2.1.5	Recloser Structure -Out-of-line arrangement (By-pass structure not included)	ea	Rates Only		
2.1.6	Recloser structure – General arrangement (INCLUDING PMRTV) (sheet 1 of 2) (Bypass structure not included)	ea	Rates Only		
2.1.7	Recloser structure – General arrangement (INCLUDING PMRTV) (sheet 1 of 4) this is excluding the main line structures me.a.sured elsewhere	ea	Rates Only		
2.1.8	Transformer - 5-100kVA Single Pole Mounted	ea	Rates Only		
2.1.9	Transformer - 100-200 kVA 2-Pole Platform Mounted (In-Line)/LV Protection	ea	Rates Only		
2.1.10	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-2CB with Metering unit	ea	Rates Only		
2.1.11	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-CB with Metering unit	ea	Rates Only		

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TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 2	MV EQUIPMENT AND SWITCHGEAR		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
2.1.12	11kV Ground Mounted Outdoor and Inland Oil filled CT VT Class 0.2 Metering unit	ea	Rates Only		
2.1.13	11kV Indoor Swtchgear Circuit Breaker Panel Installation	ea	Rates Only		
2.1.14	Protection panel complete with module, relay and wiring	ea	Rates Only		
2.1.15	Metering panel complete with module, meter and wiring	ea	Rates Only		
2.1.16	Protection Configuration settings	ea	Rates Only		
2.1.17	AC/DC Module Panel Installation	ea	Rates Only		
2.1.18	Battery Charger Installation	ea	Rates Only		
2.1.19	Battery Bank Installation	ea	Rates Only		
2.1.20	11kV Indoor Swtchgear Circuit Breaker Panel decommissioning and Dismantling	ea	Rates Only		
2.1.21	6.6 - 33kV Hand Operated Substation Isolator	ea	Rates Only		
2.1.22	6.6 - 33kV Hand Operated Substation Isolator Surge Arrestor	ea	Rates Only		
2.1.23	6.6 - 33kV Hand Operated Combo Circuit Breaker	ea	Rates Only		
2.1.24	6.6 - 33kV Hand Operated Substation Voltage Transformer	ea	Rates Only		
2.1.25	6.6 - 33kV Hand Operated Substation Transformer Surge Arrestor	ea	Rates Only		
2.1.26	Power Transformer 5 - 20MVA Installation	ea	Rates Only		
2.1.27	Power Transformer 5 - 20MVA Tap-Changer retrofit	ea	Rates Only		
2.1.28	Neutral Earthing Equipment Installation	ea	Rates Only		
2.1.29	Special Works required not covered in the bill	lot	N/A	Quotation to be approved by Manager prior to any work done on a case by case	
2.2	Equipment servicing, repair and maintenance				

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 2	MV EQUIPMENT AND SWITCHGEAR		Labour Only Material is quoted elsewhere		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
2.2.1	Miniature substation 11kV/420V 200 - 500kVA inspections and fault finding	ea	Rates Only		
2.2.2	Pole-top transformer 5 - 200kVA inspections and fault finding	ea	Rates Only		
2.2.3	11kV/420V Miniature substation transformer replacement	ea	Rates Only		
2.2.4	11kV/420V Miniature substation 11kV switchgear replacement	ea	Rates Only		
2.2.5	11kV/420V Miniature substation 11kV LV Circuit Breaker replacement	ea	Rates Only		
2.2.6	11kV/420V Miniature substation 11kV Busbar replacement	ea	Rates Only		
2.2.7	11kV/420V Miniature substation 11kV Door Panel replacement	ea	Rates Only		
2.2.8	11kV/420V Miniature substation 11kV Door replacement	ea	Rates Only		
2.2.9	11kV Pole-mount Recloser Service	ea	Rates Only		
2.2.10	11kV Pole-mount Transformer - 50 - 200kVA service including regasketing and refilling of oil	ea	Rates Only		
2.2.11	11kV Indoor Swtchgear Circuit Breaker Panel Service	ea	Rates Only		
2.2.12	Battery Charger Test	ea	Rates Only		
2.2.13	Battery Checks, cleaning and refilling	ea	Rates Only		
2.2.14	6.6 - 33kV Hand Operated Substation Isolator Maintenance	ea	Rates Only		
2.2.15	6.6 - 33kV Hand Operated Combo Circuit Breaker Maintenance	ea	Rates Only		
2.2.16	6.6 - 33kV Hand Operated Substation Voltage Transformer Checks, cleaning and refilling	ea	Rates Only		
2.2.17	Power Transformer 5 - 20MVA Maintenance	ea	Rates Only		
2.2.18	Power Transformer 5 - 20MVA Tap-Changer Maintenance	ea	Rates Only		
2.2.19	Neutral Earthing Equipment Maintenance	ea	Rates Only		

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Signature of persons authorised to sign tender documents

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Date

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 3	Substation Facilities		Labour and Material supply must be included		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
3.1	Control Room Maintenance				
3.1.1	Install double fluorescent fitting 1500mm incl. bulbs	ea	Rates Only		
3.1.2	Install double LED fluorescent fitting 1500mm incl. bulbs	ea	Rates Only		
3.1.3	Install (round) outdoor bulkhead fitting	m	Rates Only		
3.1.4	Install photo-electric daylight switch	ea	Rates Only		
3.1.5	Install bypass switch for photo cell	ea	Rates Only		
3.1.6	Install one lever switch	ea	Rates Only		
3.1.7	Install two lever switch	ea	Rates Only		
3.1.8	Install three lever switch	ea	Rates Only		
3.1.9	Install four lever switch	ea	Rates Only		
3.1.10	Install 16A industrial double switch socket outlet	ea	Rates Only		
3.1.11	Industrial single switched socket outlet incl. Covers	ea	Rates Only		
3.1.12	4x2 gal. Single socket outlet box	ea	Rates Only		
3.1.13	4x4 gal. Single socket outlet box	ea	Rates Only		
3.1.14	Supply and connect 2 core x1.5mm flat surfix cable	ea	Rates Only		
3.1.15	Install 2 core x2.5mm flat surfix cable	ea	Rates Only		
3.1.16	Install mechanical glands, glands plate and shroud	ea	Rates Only		
3.1.17	Install 20mm pvc conduit	ea	Rates Only		
3.1.18	38x38mm pine brandering and install	m	Rates Only		
3.1.19	Conduit pvc 25mm diameter	m	Rates Only		
3.1.20	Conduit pvc 35mm diameter	m	Rates Only		
3.1.21	25mm galvanised kick-pipes	m	Rates Only		
3.1.22	Install 10mm sq service cable	m	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 3	Substation Facilities		Labour and Material supply must be included		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
3.1.23	Install 16mm sq armoured cable	m	Rates Only		
3.1.24	35mm sq x2c ABC	m	Rates Only		
3.1.25	Service Cable strain clamp	ea	Rates Only		
3.1.26	Install compression gland and shroud for service cable	ea	Rates Only		
3.1.27	Terminations for service cable	ea	Rates Only		
3.1.28	Strain clamp with 8mm self tap. Pigtail bolt	ea	Rates Only		
3.1.29	Install 2.5 mm 2core pvc copper cables	m	Rates Only		
3.1.30	Install 16 mm 3 core PVC coppercables	m	Rates Only		
3.1.31	Install 16 mm 4 core PVC coppercables	m	Rates Only		
3.1.32	4m dropper x 4mm ² bare cu conductor	m	Rates Only		
3.1.33	Surface mount-12 way distribution board	ea	Rates Only		
3.1.34	Circuit breaker 63 sp mcb -60a	ea	Rates Only		
3.1.35	Circuit breaker 63 sp mcb -40a	ea	Rates Only		
3.1.36	Circuit breaker 63 sp mcb -20a	ea	Rates Only		
3.1.37	Circuit breaker 63 sp mcb -10a	ea	Rates Only		
3.1.38	Install 10mm ² copper cable	m	Rates Only		
3.1.39	Earth Spike, Clamp and Conductor (92mm x 10mm ² bare cu). Termination of 10mm ² PVC Copper Down Conductor onto Earth Electrode, complete with Brass Clamps, Nuts, etc as specified, 10mm PVC cable.	ea	Rates Only		
3.1.40	10KA TO 25KA (Circuit Breaker) single pole/double pole	ea	Rates Only		
3.1.41	10KA to 25 KA (Circuit Breaker) tripple pole	ea	Rates Only		
3.1.42	Surge Arrestor to be fitted on the DB	ea	Rates Only		
3.1.43	To conduct the test and issue the Certificate of Compliance (COC)	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 3	Substation Facilities		Labour and Material supply must be included		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
3.1.44	Roof Sealing	sqm	Rates Only		
3.1.45	Roof painting	sqm	Rates Only		
3.1.46	Wall painting	sqm	Rates Only		
3.1.47	Ceiling Installation	sqm	Rates Only		
3.1.48	Steel Window Vents replacement	ea	Rates Only		
3.1.49	Steel Door Panel replacement and painting	ea	Rates Only		
3.1.50	Spray steel-painting with compressed air machinery of door and side panel	sqm	Rates Only		
3.2.1	Concrete Palisade installation	m	Rates Only		
3.2.2	Steel Palisade installation	m	Rates Only		
3.2.3	Anti-cut fence installation	m	Rates Only		
3.2.4	Gate motor installation	ea	Rates Only		

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Signature of persons authorised to sign tender documents

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Date

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
4.1	Supply and delivery of high and medium voltage overhead equipment and structures				
4.1.1	MV Bare ACSR Fox (Material quantity to allow for 5% sag in addition to actual conductor length quantity)	m	Rates Only		
4.1.2	MV Bare ACSR Mink (Material quantity to allow for 5% sag in addition to actual conductor length quantity)	m	Rates Only		
4.1.3	MV Bare ACSR Hare (Material quantity to allow for 5% sag in addition to actual conductor length quantity)	m	Rates Only		
4.1.4	Joint, M/Span Mink/Pine I/C D3073	ea	Rates Only		
4.1.5	Joint, M/Span Hare/Oak I/C D3073	ea	Rates Only		
4.1.6	Joint, M/Span Fox /35 I/C D3073	ea	Rates Only		
4.1.7	POLE,WOOD 5.0 X 80-100 TOP DIA	ea	Rates Only		
4.1.8	POLE,WOOD 7.0X100-120 TOP DIA	ea	Rates Only		
4.1.9	POLE,WOOD 7.0X120-139 TOP DIA	ea	Rates Only		
4.1.10	POLE:140-159MM TOP DIA X LG 11M ;WOOD	ea	Rates Only		
4.1.11	POLE:180-199MM TOP DIA X LG 11M ;WOOD	ea	Rates Only		
4.1.12	POLE:160-179MM TOP DIA LG 12 M;WOOD	ea	Rates Only		
4.1.13	POLE:200-219MM TOP DIA X LG 12 M;WOOD	ea	Rates Only		
4.1.14	POLE,WOOD 14.0 x 180-199	ea	Rates Only		
4.1.15	POLE,WOOD 14.0 x 200-219	ea	Rates Only		
4.1.16	7m/4kN prestressed concrete pole (as per DRAWING No: 1)	ea	Rates Only		
4.1.17	11m/8kN prestressed concrete pole without PVC conduit (as per DRAWING No: 2)	ea	Rates Only		
4.1.18	11m/8kN prestressed concrete pole with PVC conduit (as per DRAWING No: 2)	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
4.1.19	12m/13.3kN prestressed concrete pole without PVC conduit (as per DRAWING No: 3)	ea	Rates Only		
4.1.20	12m/13.3kN prestressed concrete pole with PVC conduit (as per DRAWING No: 3)	ea	Rates Only		
4.1.21	14m/14.7kN prestressed concrete pole without PVC conduit (as per DRAWING No: 4)	ea	Rates Only		
4.1.22	14m/14.7kN prestressed concrete pole with PVC conduit (as per DRAWING No: 4)	ea	Rates Only		
4.1.23	LV STAY ASSEMBLY (LV - 35kN) WOOD	ea	Rates Only		
4.1.24	MV STAY ASSEMBLY (MV - 97kN) WOOD POLES	ea	Rates Only		
4.1.25	MV STRUT ASSEMBLY SWIVEL BRACKET 11m, 12m AND 13m ,14,15 WOOD POLES/LV Strut	ea	Rates Only		
4.1.26	LV STRUT ASSEMBLY WOOD H - POLE FOR -11m , 12m and 13m,14,15 poles/LV Strut	ea	Rates Only		
4.1.27	Pole-mount TRANSFORMER 11kV/420V 50kVA DYN11	ea	Rates Only		
4.1.28	Pole-mount TRANSFORMER 11kV/420V 100kVA DYN11	ea	Rates Only		
4.1.29	Pole-mount TRANSFORMER 11kV/420V 200kVA DYN11	ea	Rates Only		
4.1.30	Pole-mount TRANSFORMER 6.6kV/420V 50kVA DYN11	ea	Rates Only		
4.1.31	Pole-mount TRANSFORMER 6.6kV/420V 100kVA DYN11	ea	Rates Only		
4.1.32	Pole-mount TRANSFORMER 6.6kV/420V 200kVA DYN11	ea	Rates Only		
4.2	Supply and delivery of high and medium voltage underground equipment and accessories		Rates Only		
4.2.1	Miniature substation 6.6/11kV/420V 200kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
	No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)
4.2.2	Miniature substation 6.6/11kV/420V 200kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	ea	Rates Only		
4.2.3	Miniature substation 6.6/11kV/420V 315kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	ea	Rates Only		
4.2.4	Miniature substation 6.6/11kV/420V 315kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	ea	Rates Only		
4.2.5	Miniature substation 6.6/11kV/420V 500kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	ea	Rates Only		
4.2.6	Miniature substation 6.6/11kV/420V 500kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	ea	Rates Only		
4.2.7	Miniature substation 6.6/11kV/420V 800kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Vertical Fuse Holders and LV Metering arrangement	ea	Rates Only		
4.2.8	Miniature substation 6.6/11kV/420V 800kVA suitable for inland application and fitted with Ring Main Unit. LV Panel suitable for Large Frame MCCB's and LV Metering arrangement	ea	Rates Only		
4.2.9	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-2CB with Metering unit	ea	Rates Only		
4.2.10	11kV Free Standing Metal enclosed, Non-extensible, Outdoor and Inland 630A Vacuum insulated Ring Main Unit Configured 2SD-CB with Metering unit	ea	Rates Only		
4.2.11	11kV Ground Mounted Outdoor and Inland Oil filled CT VT Class 0.2 Metering unit	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
4.2.12	50 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.13	70 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.14	95 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.15	150 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.16	185 mm ² x 3 Core 11 kV PILCDSTA cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.17	50 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.18	70 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.19	95 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.20	150 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.21	185 mm ² x 3 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.22	95 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.23	150 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.24	185 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.25	300 mm ² x 1 Core 11 kV X.L.P.E. - P.V.C. cable for non-earthed system (SANS 97)	m	Rates Only		
4.2.26	11kV 3 Core XLPE Indoor Cable Termination Kit 16 - 35 mm	ea	Rates Only		
4.2.27	11kV 3 Core XLPE Indoor Cable Termination Kit 50 - 120 mm	ea	Rates Only		
4.2.28	11kV 3 Core XLPE Indoor Cable Termination Kit 95 - 185 mm	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
	No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)
4.2.29	11kV 3 Core XLPE Outdoor Cable Termination Kit 16 - 35 mm	ea	Rates Only		
4.2.30	11kV 3 Core XLPE Outdoor Cable Termination Kit 50 - 120 mm	ea	Rates Only		
4.2.31	11kV 3 Core XLPE Outdoor Cable Termination Kit 95 - 185 mm	ea	Rates Only		
4.2.32	11kV 3 Core PILC Indoor Cable Termination Kit 16 - 35 mm	ea	Rates Only		
4.2.33	11kV 3 Core PILC Indoor Cable Termination Kit 50 - 120 mm	ea	Rates Only		
4.2.34	11kV 3 Core PILC Indoor Cable Termination Kit 95 - 185 mm	ea	Rates Only		
4.2.35	11kV 3 Core PILC Outdoor Cable Termination Kit 16 - 35 mm	ea	Rates Only		
4.2.36	11kV 3 Core PILC Outdoor Cable Termination Kit 50 - 120 mm	ea	Rates Only		
4.2.37	11kV 3 Core PILC Outdoor Cable Termination Kit 95 - 185 mm	ea	Rates Only		
4.2.38	11kV 3 Core XLPE Cable Joint Kit 16 - 35 mm	ea	Rates Only		
4.2.39	11kV 3 Core XLPE Cable Joint Kit 50 - 120 mm	ea	Rates Only		
4.2.40	11kV 3 Core XLPE Cable Joint Kit 95 - 185 mm	ea	Rates Only		
4.2.41	11kV 3 Core XLPE Cable Joint Kit 185 - 300 mm	ea	Rates Only		
4.2.42	11kV 3 Core PILC Cable Joint Kit 16 - 35 mm	ea	Rates Only		
4.2.43	11kV 3 Core PILC Cable Joint Kit 50 - 120 mm	ea	Rates Only		
4.2.44	11kV 3 Core PILC Cable Joint Kit 95 - 185 mm	ea	Rates Only		
4.2.45	11kV 3 Core PILC Cable Joint Kit 185 - 300 mm	ea	Rates Only		
4.2.46	unscreened 11kV Separable Connectors - Set of 3 with Bolts & Nuts	ea	Rates Only		
4.2.47	screened 11kV Seperable Connectors - Set of 3 withBolts & Nuts	ea	Rates Only		
4.2.48	11kV 3 Core XLPE Cable Joint Trifurcating Kit 50 - 120 mm	ea	Rates Only		
4.2.49	11kV 3 Core XLPE Cable Joint Trifurcating Kit 95 - 185 mm	ea	Rates Only		
4.2.50	11kV 3 Core XLPE Cable Joint Trifurcating Kit 185 - 300 mm	ea	Rates Only		
4.2.51	11kV 3 Core PILC Cable Joint Trifurcating Kit 50 - 120 mm	ea	Rates Only		

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Part C2: Pricing Data

C2.2 Bills of Quantities

Bill No: 4	High Voltage Equipment		Material including any accessories		
No	DESCRIPTION	UNIT	QTY	RATE (excl VAT)	RATE (incl VAT)
4.2.52	11kV 3 Core PILC Cable Joint Trifurcating Kit 95 - 185 mm	ea	Rates Only		
4.2.53	11kV 3 Core PILC Cable Joint Trifurcating Kit 185 - 300 mm	ea	Rates Only		
4.2.54	11kV 3 Core PILC to XLPE transition cable joints 50 - 95 mm	ea	Rates Only		
4.2.55	11kV 3 Core PILC to XLPE transition cable joints 120 -185 mm	ea	Rates Only		
4.3	Supply and delivery of high and medium voltage Substation equipment and accessories		Rates Only		
4.3.1	33kV 800A 25kA Combo Breaker (Similar to Actom breaker)	ea	Rates Only		
4.3.2	33kV 1600A 25kA Combo Breaker (Similar to Actom breaker)	ea	Rates Only		
4.3.3	11kV 1250A 25kA Outgoing Feeder Circuit Breaker panel (similar to SBV4E ACTOM)	ea	Rates Only		
4.3.4	11kV 800A 25kA Outgoing Feeder Circuit Breaker panel (similar to SBV4E ACTOM)	ea	Rates Only		
4.3.5	11kV 2500A 25kA Bus-Section Circuit Breaker panel (similar to SBV4E ACTOM)	ea	Rates Only		
4.3.6	11kV 800A 25kA Incomer Feeder Circuit Breaker (similar to SBV4E ACTOM)	ea	Rates Only		
4.3.7	Ground Mounted 25kVA 11kV/415V Transformer	ea	Rates Only		
4.3.8	Ground Mounted 50kVA 11kV/415V Transformer	ea	Rates Only		
4.3.9	Ground Mounted 100kVA 11kV/415V Transformer	ea	Rates Only		
4.3.10	Ground Mounted 200kVA 11kV/415V Transformer	ea	Rates Only		
4.3.11	Ground Mounted 315kVA 11kV/415V Transformer	ea	Rates Only		
4.3.12	Transformer Protection Relay (SEL or Arctec)	ea	Rates Only		
4.3.13	Line Protection Relay (SEL or Arctec)	ea	Rates Only		
4.3.14	Feeder Protection Relay with Arc protection (SEL or Arctec or similar)	ea	Rates Only		
4.3.15	Special Parts required not covered in the bill at Cost plus margin	%	Rates Only		

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PERIOD OF THREE (3) YEARS
Part C2: Pricing Data
C2.2 Bills of Quantities

Indicate escalation in percentage for Year 2 -----& 3.....

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

.....

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

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Part C3: Scope of Work



THE CONTRACT

C3: SCOPE OF WORK

UMS (E) 29/2023

Concrete Poles Specification

SUPPLY, DELIVERY, OFFLOADING AND STACKING OF PRESTRESSED CONCRETE POLES ON AN AS AND WHEN REQUIREMENT BASIS FOR A PERIOD OF THREE (3) YEARS.

1.0 SCOPE OF WORK

This specification scope outline the manufacture, testing, supply, delivery, off-loading and stacking of pre-stressed concrete poles as specified below, in Schedule B (page 13 – 19).

2.0 NORMATIVE REFERENCES AND OPERATING CONDITIONS

- 2.1 The following standards contain provisions which, through reference in this text, constitute requirements of this specification. At the time of publication, the editions indicated were valid
- 2.2 Bidders shall note that, as all standards are subject to revision, they are encouraged to investigate the possibility of applying the most recent edition of the above national standards.
- 2.3 The equipment shall be designed to operate satisfactorily when subjected to the following operating conditions:

3.0 TECHNICAL REQUIREMENTS

3.1 DEFINITIONS

For the purposes of this specification the following definitions shall apply:

- 3.1.1 **Defective** a pole that fails in one or more respects to comply with the requirements of this specification
- 3.1.2 **Major axis** the axis, of a non-symmetrical pole, with the greater strength. Also referred to as the strongest axis
- 3.1.3 **Minor axis** the axis, of a non-symmetrical pole, with the lesser strength. Also referred to as the weakest axis
- 3.1.4 **Taper** the decrease in thickness of a pole measure from the theoretical ground line to the tip, expressed in millimetres per meter of pole length (mm/m)
- 3.1.5 **Theoretical Ground line** the point at the given ground line, 10% of pole length plus 600mm (if not given) above the bottom of a pole. Also referred to as the planting depth

3.2 General

- 3.2.1 The pre-stressed concrete poles shall comply fully with the requirements of NRS 038-1.
- 3.2.2 The poles shall be manufactured by vibratory casting methods.
- 3.2.3 Attention shall be paid to the curing process of the pole.

3.3 Specific Requirements of Pre-stressed Concrete Poles

3.3.1 Length

The overall length of the poles shall be as specified in **table 1**

Table 1 Pole lengths and ultimate loads

Pole Length, m	Minimum ultimate load applied to:	
	Major axis (kN)	Minor axis (kN)
7	4	1.2
11	8	2.4
12	13.3	3.3
14	14.7	3.7

↑

Load applied to minor axis

→

Load applied to major axis

3.3.2 Cross-Sectional Dimensions

3.3.2.1 The manufacturer shall state the cross-sectional dimensions of the pole and compliance to design drawing.

3.3.3 Taper

The taper of both the broad and narrow faces shall not exceed 40mm/m measured from the theoretical ground line of the tip of the pole.

3.3.4 Holes and Ferrules

3.3.4.1 Poles shall have holes and fixing ferrules as shown in **DRAWING NO: 1, 2, 3, and 4**. Ferrules shall also include earthing ferrules (refer to Clause 4.8 of this specification).

3.3.4.2 The holes shall have an inner diameter of 22 mm.

3.3.4.3 The ferrules shall be stainless steel with an M12 internal thread and threaded to a depth not less than 40mm. The ferrules shall be flush with the pole surfaces.

3.3.4.4 The hole and ferrule positions shall not deviate, from the positions shown in **DRAWING NO: 1, 2, 3, and 4** by more than:

- a) 20mm measured from the pole tip;
- b) 5mm measured between adjacent holes, with the measurements made at either end of the hole; and
- c) 5mm measured from the longitudinal axis of the pole

3.3.4.5 The minimum cover to reinforcement shall be maintained within the holes.

3.3.4.6 All holes and ferrules shall be clear of concrete or other obstructive materials

3.4 Finish

The pre-stressed concrete pole finish shall generally be in accordance with SANS 470, Clause 4.4. all corners shall be clean and straight and either, rounded to a radius of not less than 5mm or have a chamfer of not less than 10mm.

3.5 **Strength**

- a) For pre-stressed concrete poles, the minimum ultimate loads applied to the major and minor axes of the pole shall be as specified in **table 1**.
- b) A pre-stressed spun pole shall withstand the ultimate load specified for the major axis in **table 1**.

3.6 **Resistance to proof load**

When subjected to the appropriate proof loads applicable to a pre-stressed concrete pole (both the major and minor axes), a pole shall comply with the requirements given in column 4 of **table 1** of SANS 470.

3.7 **Integral earthing facility**

- 3.7.1 If specified in Schedule B, the pole shall have an integral earthing facility.
- 3.7.2 The materials used in the integral earthing facility shall be galvanically compatible and shall not be adversely affected by the concrete or the prestressed rods.
- 3.7.3 Bidders are invited to offer an alternative design (or modifications) to the earthing of the pole which may enhance the earth's performance and/or reduce costs. Drawings and details of the alternative design must be provided in order for them to be considered. It remains the municipal prerogative to approve or reject alternative design.

3.7.3 **For pre-stressed poles:**

- 3.7.3.1 The integral earthing facility shall comprise two ferrules which shall be electrically continuous with a separate conductor having a 35mm² copper equivalent cross-sectional area; and
- 3.7.3.2 The ferrules shall be positioned in line with the minor axis (i.e on the broad face) in the case of non-symmetrical poles.

3.8 **Integral conduits for earthing Conductor**

- 3.8.1 The following pre-stressed concrete poles shall be designed and tested with internal PVC conduits:
 - i) Item 1 11m/8kN as per Drawing No: 2;
 - ii) Item 2 12m/13.3kN as per Drawing No: 3 and
 - iii) Item 3 14m/14.7kN as per drawing No: 4
- 3.8.2 These conduits shall be 1 X 50mm and shall start 800mm below the pole tip and end 500mm below the ground line.
- 3.8.3 These modified pre-stressed concrete poles shall be tested in accordance with SANS 470 (Refer to 6.0).

5.0 **MARKING**

- 5.1 Marking of each pole shall be in accordance with SANS 470 with the following alterations:
 - a) The strength and height marking is required to be marked on the pole;
 - b) The load class is required to be marked on the pole; and
 - c) The ultimate load applied to the major axis shall be marked on the pole
- 5.2 Each pole shall be marked with the preferred lifting position. When the pole are stacked, this marking shall be clearly visible on each pole.

6.0 **INSPECTION AND METHODS OF TESTING**

6.1 Types tests

6.1.1 The tests shall be carried out in accordance with SANS 470, except for the following alteration on the clamping arrangement: the test procedure shall simulate the conditions under which the pole is to be utilised. Therefore, the base of the pole shall be supported between two pins with the upper pin at the theoretical ground line and the other pin close to the base of the pole.

6.1.2 The supplier shall either, submit the results of the type tests on identical poles with the bid documents or perform the tests after the first pole has been manufacture with a

6.1.3 In the latter case, a representative from Mogale City Energy Services shall be witness to the factory tests and shall certify the poles, if they pass all the tests to his/her satisfaction.

6.1.4 All test reports including testing procedures shall be submitted.

6.2 **Inspection**

6.2.1 Pre-stressed concrete poles shall be inspected for compliance with the requirements of Clause 4.3.4, 4.5 and 5.0 of this specification.

6.3 **Sample testing**

Samples shall be tested in accordance with SANS 470 and in the order given in **table 4**

Table 4: Sample testing

Applicable tests	Sample size
6.3 and 6.4 of SANS 470	1 in 20
6.5 and 6.6 of SANS 470	1 in 200
6.7 of SANS 470	1 in 600 or once per month

7.0 **DOCUMENTATION**

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Part C3: Scope of Work

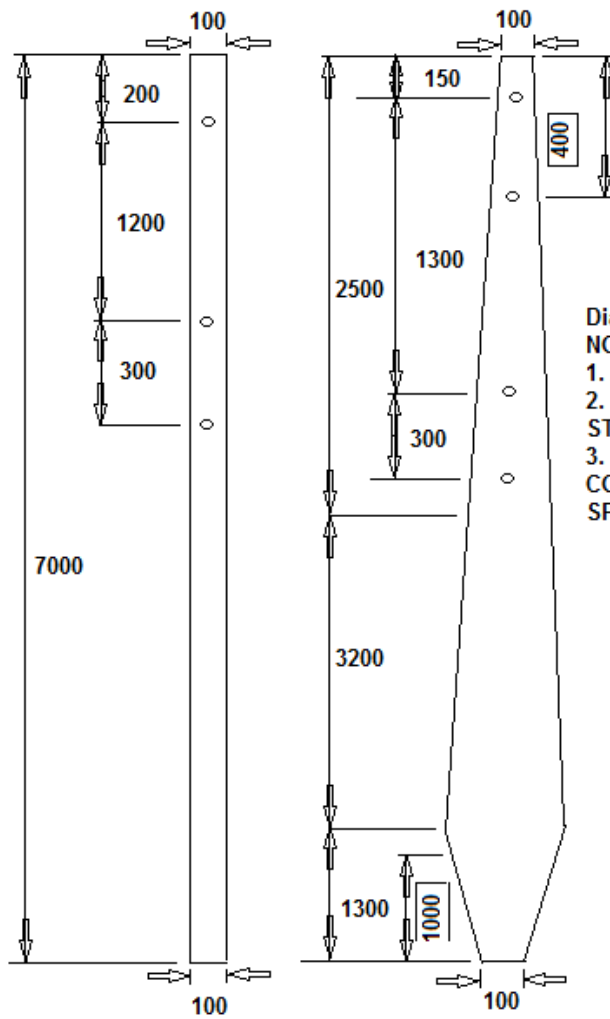


Diagram 1 (7m/4kN)

NOTE:

1. ALL HOLES TO HAVE 22MM INNER DIAMETER
2. EARTHING AND FIXING FERRULES TO BE STAINLESS STEEL WITH M12*40MM INTERNAL THREAD
3. EARTHING FERRULES TO BE ELECTRICALLY CONNECTED TO A SEPARATE CONDUCTOR OF THE SPECIFIED CROSS-SECTIONAL AREA

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Part C3: Scope of Work

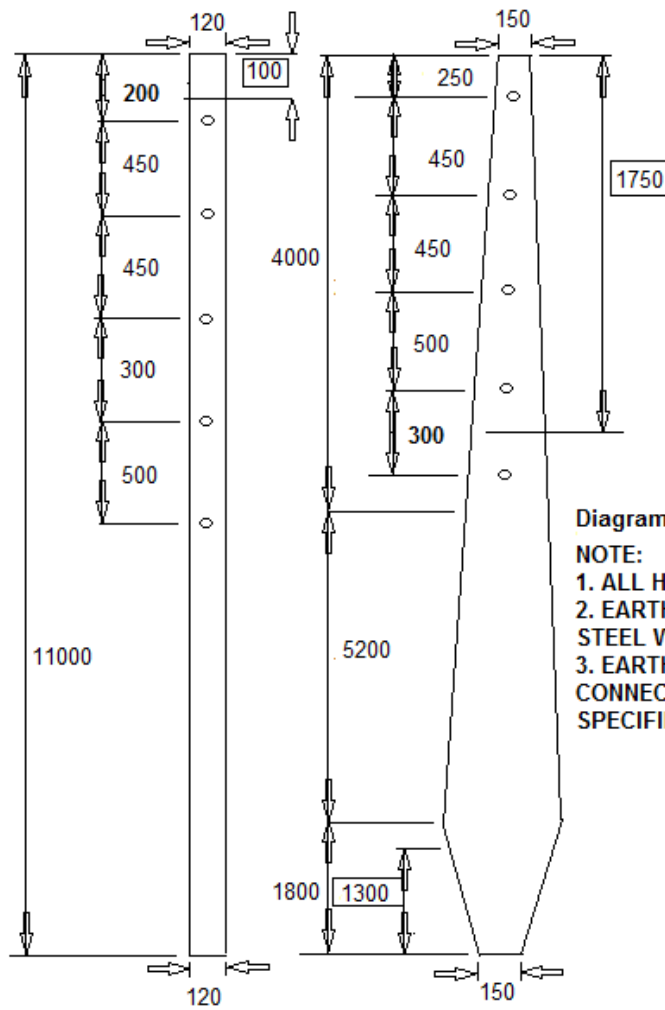


Diagram 2 (11M/8kN)

NOTE:

1. ALL HOLES TO HAVE 22MM INNER DIAMETER
2. EARTHING AND FIXING FERRULES TO BE STAINLESS STEEL WITH M12*40MM INTERNAL THREAD
3. EARTHING FERRULES TO BE ELECTRICALLY CONNECTED TO A SEPARATE CONDUCTOR OF THE SPECIFIED CROSS-SECTIONAL AREA

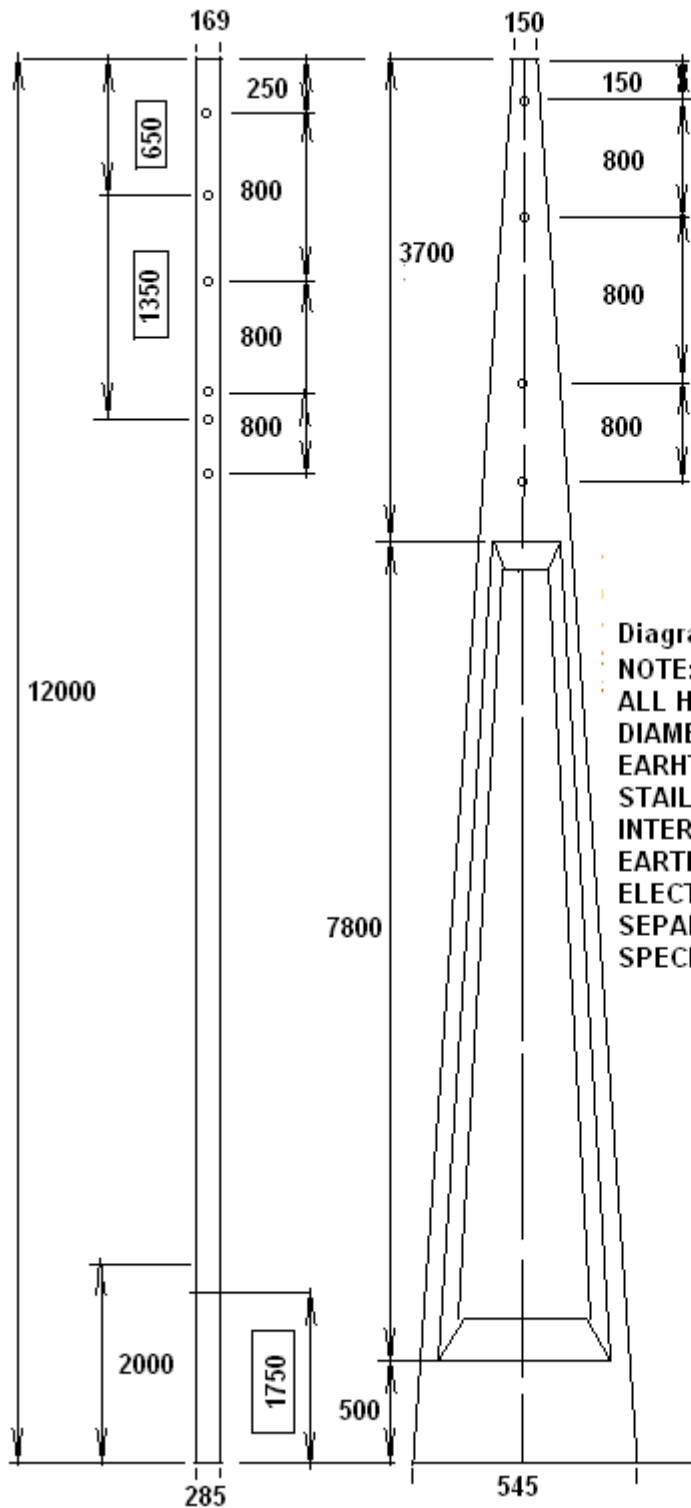


Diagram 3 (12M/13.3kN)

NOTE:

ALL HOLES TO HAVE 22MM INNER DIAMETER.
EARTHING AND FIXING FERRULES TO BE STAINLESS STEEL WITH M12*40MM INTERNAL THREAD.
EARTHING FERRULES TO BE ELECTRICALLY CONNECTED TO A SEPARATE CONDUCTOR OF THE SPECIFIED CROSS-SECTIONAL AREA.

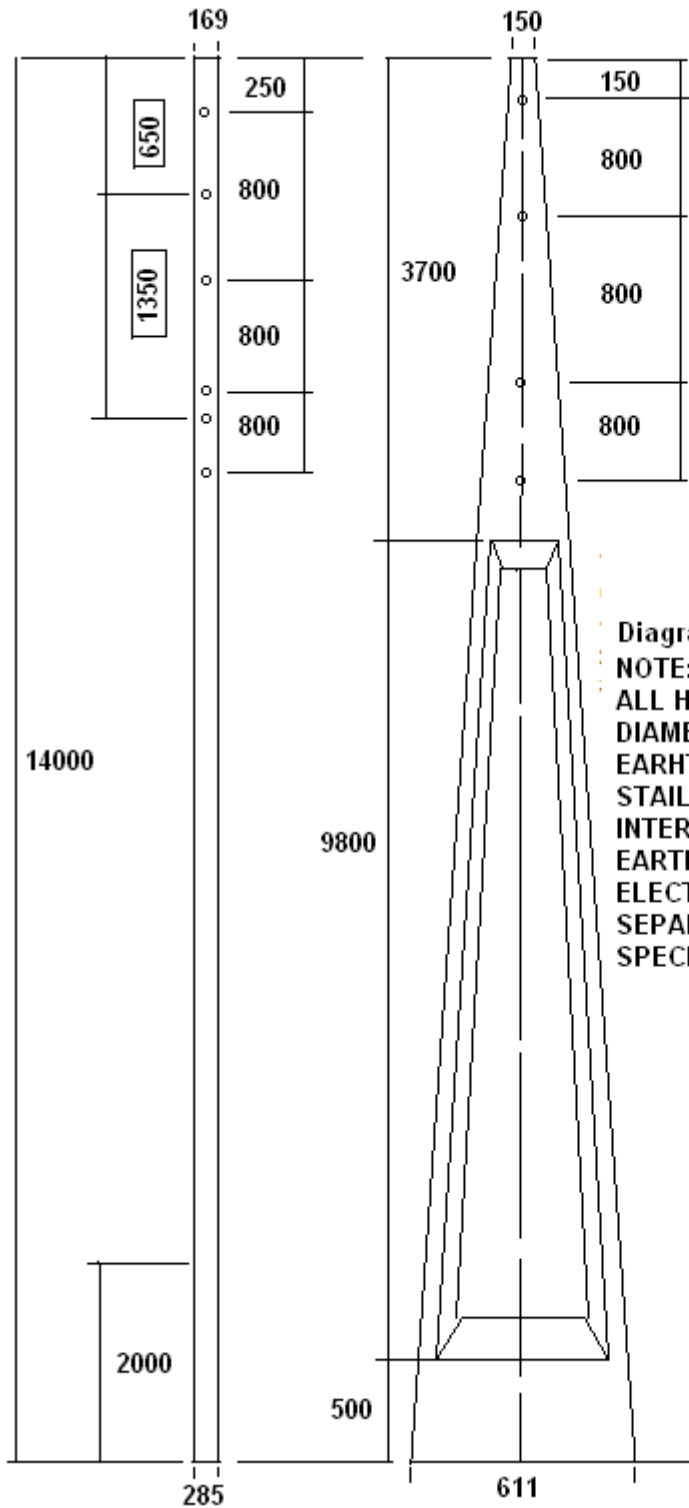


Diagram 4 (14M/14.7kN)

NOTE:

ALL HOLES TO HAVE 22MM INNER DIAMETER.
 EARTHING AND FIXING FERRULES TO BE STAINLESS STEEL WITH M12*40MM INTERNAL THREAD.
 EARTHING FERRULES TO BE ELECTRICALLY CONNECTED TO A SEPARATE CONDUCTOR OF THE SPECIFIED CROSS-SECTIONAL AREA.

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Part C3: Scope of Work

		<u>SCHEDULE B1</u>		
		This schedule shall be completed, signed and returned with the bid documents of which it forms part		
		Requirements of 7m/4kN Prestressed Concrete Pole Drawing No: 1		
Ref No	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	7m		
6	Mass of pole	268kg		
7	Concrete pole strength	4kN		
8	Method of construction	Vibratory method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	143		
12	Taper of narrow face	73		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	4kN		
17	Minimum ultimate load applied to minor axis	1.2kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	Factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

SCHEDULE B2				
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 11m/8kN Prestressed Concrete Pole Drawing No: 2 WITHOUT INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	11m		
6	Mass of pole	927kg		
7	Concrete pole strength	8kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	224		
12	Taper of narrow face	124		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	8kN		
17	Minimum ultimate load applied to minor axis	2.4kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

		SCHEDULE B2		
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 11m/8kN Prestressed Concrete Pole Drawing No: 2 WITH INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	11m		
6	Mass of pole	927kg		
7	Concrete pole strength	8kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	224		
12	Taper of narrow face	124		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	8kN		
17	Minimum ultimate load applied to minor axis	2.4kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

SCHEDULE B2				
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 12m/13.3kN Prestressed Concrete Pole Drawing No: 3 WITH INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	12m		
6	Mass of pole	1893kg		
7	Concrete pole strength	13.3kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	323		
12	Taper of narrow face	116		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	13.3kN		
17	Minimum ultimate load applied to minor axis	3.3kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

		SCHEDULE B2		
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 12m/13.3kN Prestressed Concrete Pole Drawing No: 3 WITHOUT INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	12m		
6	Mass of pole	1893kg		
7	Concrete pole strength	13.3kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	323		
12	Taper of narrow face	116		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	13.3kN		
17	Minimum ultimate load applied to minor axis	3.3kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

SCHEDULE B2				
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 14m/14.7kN Prestressed Concrete Pole Drawing No: 4 WITH INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requirement	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	14m		
6	Mass of pole	2323kg		
7	Concrete pole strength	14.7kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	389		
12	Taper of narrow face	116		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	14.7kN		
17	Minimum ultimate load applied to minor axis	3,7kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY: _____				
NAME: _____		SIGNED: _____		
CAPACITY OF SIGNATORY: _____		DATE: _____		

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Part C3: Scope of Work

		SCHEDULE B2		
This schedule shall be completed, signed and returned with the bid documents of which it forms part				
Requirements of 14m/14.7kN Prestressed Concrete Pole Drawing No: 4 WITHOUT INTERNAL CONDUIT				
Ref No:	Technical details	Mogale City Electricity's Requir	Tender Offer	Comply Yes/No
1	Manufacturer			
2	Place of manufacture			
3	Manufacturer's reference number			
4	Pole type	Prestressed concrete pole		
5	Overall length	14m		
6	Mass of pole	2323kg		
7	Concrete pole strength	14.7kN		
8	Method of construction	Vibratory casting method		
9	Pole to be suitable for the operating conditions in Clause 3.2 of this specification	Yes		
10	Pole to comply fully with all applicable requirements of NRS 038-1, except where modified by this specification	Yes		
11	Taper of broad face	389		
12	Taper of narrow face	116		
13	Holes and ferrules to be in accordance with Clause 4.3.4 of this specification	Yes		
14	Cover to reinforcement	as per Clause 4.3.4 of SANS 470		
15	Finish to be in accordance with Clause 4.4 of this specification	Yes		
16	Minimum ultimate load applied to major axis	14.7kN		
17	Minimum ultimate load applied to minor axis	3,7kN		
18	Pole to comply with the requirements given in column 4 of table 1 of SANS 470	Yes		
19	Marking of the pole to be in accordance with Clause 5.0 of this specification	Yes		
20	Test reports to be available	Yes		
21	If no type test results were included with the bid documents, will the tests be performed after the first pole has been manufactured	Yes		
22	factor of safety based on type-test breaking strength	2 (minimum)		
23	Documentation to be submitted in accordance with Clause 7.2 of this specification	Yes		
24	Buffer stock to be held in accordance with Clause 7.2 of this specification	Yes		
25				
BIDDING COMPANY:				
NAME:		SIGNED:		
CAPACITY OF SIGNATORY:		DATE:		

10. SPECIAL CONDITIONS

- 10.1 The cost of all tests required in this specification shall be borne by the bidder. Payment for delivered goods shall not be made until test certificates have been submitted and approved.
- 10.2 Mogale City Municipality reserves the right to accept more than one technically and contractually compliant bid for part or the whole of the contract and to place orders on the basis of price and availability.
- 10.3 Bidders shall not bind Mogale City Municipality to any minimum quantity per order.
- 10.4 The successful bidder shall be bound to supply whatever quantities Mogale City Municipality may actually require during the period of the contract, irrespective of the extent to which the total quantities ordered may be in excess of or below the estimated quantity for the period described in Schedule A.

10.5 Should the bid prices be subject to contract price adjustments during the contract period for labour and for raw materials, the bid shall include details for calculating above adjustments in accordance with an industrially recognised contract price adjustment formula, such as that of Steel and Engineering Industries federation of South Africa (SEIFSA).

NOTE: that bidder indices to be used with a SEIFSA formula are those published two months prior to month of bid closing; as an example, Manufacture price increase shall not be accepted as a form of cost price adjustment.

15. HEALTH, SAFETY AND ENVIRONMENT ISSUES

- 15.1 Bidder shall provide, the following information in respect of each product offered:
- 15.2 A list of all materials used in the product, including packaging, and associated chemical data sheets;
- 15.3 Whether the product poses any health or safety risks to persons handling the product. In addition, if there are risks, the protective gear required to handle the product, e.g. leather gloves, masks, etc.;
- 15.4 How the product should be stored and its shelf life;
- 15.5 How the product should be disposed of at the end of its useful life or in the event of failure of the product;
- 15.6 Whether any toxic by-products are produced (whether in gaseous, solid or liquid form) in the event of the product being exposed to fire or heated to elevated temperature;
- 15.7 Any other pertinent and relevant information relating to health, safety, and environment issues; and
- 15.8 What percentage of the product can be recycled?

This schedule shall be completed, signed and returned with the bid documents of which it forms part.

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: UMS (E) 29/2023

TENDER: FOR APPOINTMENT OF A PANEL OF CONTRACTORS TO SUPPLY, ERECT, INSTALL, TEST AND COMMISSIONING OF HIGH AND MEDIUM VOLTAGE (HV AND MV) STRUCTURES AND EQUIPMENT ON AN AS-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Part C3: Scope of Work

Ref:	Issues	Item 1 - 6
1	List all materials used in the product	
2	a) Does the product pose any health risks to persons handling the product?	Yes / No
	b) If YES, state the type of protective gear required to handle the product(e.g leather gloves, masks etc)	
3	a) How should the product be stored?	
	b) What is its shelf life?	
4	a) Are any toxic by-products produced (gaseous, solid or liquid) in the event of the product being exposed to fire or heated?	
	b) If YES, specify the temperatures at which these toxic by-products are produced	
5	What percentage of the product can be recycled?	
6	State any other pertinent and relevant information relating to health, safety and environment issues	

Note: If the space provided is insufficient, bidders shall include other relevant information in their covering letter.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____

This Schedule shall be completed, signed and returned with the bid documents of which it forms part.

16. CONTRACTOR ACKNOWLEDGEMENT OF RESPONSIBILITY IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT

Written agreement between Mogale City Municipality (THE EMPLOYER) and

_____ (THE MANDATARY)

As provided for in terms of Section 37 (2) of the Occupational Health and safety Act No: 85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, _____, am authorised to represent the “mandatory” and acknowledge that the “mandatory” is an employer in its own right with all duties and responsibilities prescribed in the Occupational Health and Safety Act no: 85 of 1993.

I agree to ensure that all work performed or machinery and plant used by the “mandatory” on any Mogale City Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatory” shall comply with Mogale City Municipality site rules and safety, health and environment requirements as may be communicated or stipulated by Mogale City Municipality prior to and during the course of any contract awarded to the ‘mandatory by Mogale City Municipality.

Furthermore, I undertake to ensure that Mogale City Municipality is timeously informed should the “mandatory” for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ 20____

On behalf of the “mandatory” (Print) _____

(sign) _____

On behalf of the “employer” (Print) _____

(sign) _____