

## TENDER REFERENCE: GPM 06 2024/25

# TSHWANE GROUP PROPERTY MANAGEMENT

THE TENDER TO APPOINT SERVICE PROVIDERS FOR THE MAINTENANCE, REPAIR, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF FIXED AND MOBILE STANBY GENERATOR SETS COMPLETE WITH THE CONTROL SWITCHGEAR, AS AND WHEN REQUIRED OVER A THREE (3) YEAR PERIOD.

#### **VOLUME 1**

# A TENDER FOR CATEGORY OF 5EB OR HIGHER (PART ONE AND TWO) 3EB OR HIGHER (PART 2 ONLY) CIDB REGISTERED CONTRACTORS

ISSUED BY:	PREPARED BY:
The Divisional Head	The Divisional Head
Group Property Management:	Supply Chain Management Unit
Facilities Management	Tshwane House
	320 Madiba Street
	Pretoria CBD
	0002

Registered Name of Tenderer:		
Trading Name of Tenderer:		
Registration No. of Entity:		
Contact Person: CoT Vendor No:		
Tel. No:	E-Mail Address:	
Cell No: Fax No:		
CIDB CRS Number (s):		
CSD Number		

Only bidders registered on the Central Supplier Database and with CSD Number will be considered for this tender as it is a requirement from National Treasury

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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GPM 06 2024/25 CITY OF TSHWANE GROUP PROPERTY DEPARTMENT



# THE TENDER TO APPOINT SERVICE PROVIDERS FOR THE MAINTENANCE, REPAIR, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF FIXED AND MOBILE STANBY GENERATOR SETS COMPLETE WITH THE CONTROL SWITCHGEAR, AS AND WHEN REQUIRED OVER A THREE (3) YEAR PERIOD.

Tenders are hereby invited for the above services.

Tenderers should have a Construction Industry Development Board (CIDB) contractor grading designation as **3EB OR higher (Part 2 only) and or 5EB or higher (Part 1 and 2)**.

The tender documents will be obtainable for download on **City of Tshwane public** website(www.tshwane.gov.za) and National Treasury's e-tenders (www.etenders.gov.za)

Tenders will be evaluated based on awarding points specific goals of the tenderer. The **80/20** Preference Point System will be applied to all tenders.

# A COMPULSORY CLARIFICATION MEETING will not be required.

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in parts and to award to no more than 6 bidders.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **10h00** on the **25<sup>TH</sup> February 2025** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head,

SUPPLY CHAIN MANAGEMENT,

PRETORIA, 0001 and must be submitted in the tender box situated (at the entrance Tshwane House), 320 Madiba Street, Pretoria CBD, 0002.

ENQUIRIES: Representative: Hansie Brunswick Telephone: 012 358 0832 E-mail: hansiebr@tshwane.gov.za

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

Mr Johan Metler CITY MANAGER

**NOTICE # OF 2023** 

# TENDER DATA

T1.2

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

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

CLAUS	SE NUMBER	R TENDER DATA		
C.1.1	Actions	The Employer is City	of Tshwane Metropolitan M	unicipality
C.1.2	Tender Documen ts	THE TENDER Part T1: Tenderin T1.1 - Tender n T1.2 - Tender n T1.3 - Standard Part T2: Returnal T2.1 - List of re T2.2 - Returnal THE CONTRACT Part C1: Agreeme C1.1 – Form of C1.2 – Contrac Part C2: Pricing I C2.1 – Pricing i C2.2 – Pricing s	anotice and invitation to tender. data d Conditions of Tender <b>ble documents</b> turnable documents ble schedules <b>ents and contract data</b> offer and acceptance t data <b>Data</b> instruction schedule ry of pricing schedule	
C.1.3 <i>C.1.3</i> .4 C.1.4	Interpreta tion Communi		v clause: is have been drafted in Englis tender shall be interpreted and Hansie Brunswick	d construed in English
	cation and Employer' s Agent	Address:	PO Box 440 Pretoria 0001	Sammy Mark Square Cnr Madiba and Lilian Ngoyi 225 Madiba Street Pretoria
		Tel:	012 358 0832	
		Cellular:	0829672290	
		E-Mail:	hansiebr@tshwan	e.gov.za

CLAUSE NUMBER	TENDER DATA			
2.2.1 Eligibility	Joint Ventures are eligible to submit tenders provided that:			
		<ol> <li>every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers.</li> </ol>		
			rading designation in the <b>4EB or</b> struction work; and <b>2EB or higher</b>	
	the Construction Indu- than a contractor desi 4 <b>EB or higher</b> class	stry Development ignation in accords of construction ilation 25(1B) or 2	ation calculated in accordance with Regulations is equal to or higher ance with the sum tendered for a work or a value determined in 5(7A) of the Construction Industry	
	This bid will be evalua	ted in four evaluat	ion stages namely:	
	Stage 2     Stage 3	: Administrative co : Mandatory Requi : Functionality Crit : Preference Point	irements eria	
	All the proposals w		ated against the administrative	
	responsiveness requir Compulsory Returnable	Submitted (YES or	in the list of returnable documents. Checklist (Guide for Bidder and the Bid	
	Compulsory Returnable Documentation (Submission of these are	Submitted	Checklist (Guide for	
	Compulsory Returnable Documentation (Submission of these are compulsory) a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN.	Submitted (YES or	Checklist (Guide for Bidder and the Bid Evaluation Committee) TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.	
	Compulsory Returnable Documentation (Submission of these are compulsory) a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance	Submitted (YES or	Checklist (Guide for Bidder and the Bid Evaluation Committee)         TCS must be in the same business name as the bidding company.         TCS must be valid.         Tax status must be compliant before the	

CLAUSE NUMBER	TENDER DATA		
	Database (CSD) registration; or indicate their Master Registration Number / CSD Number; c) Confirmation that the bidding company's	Was a Municipal Account Statement or landlord letter provided for the bidding company? The	
	rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than	bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?	
	ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and		
	Taxes a letter from the local councillor confirming they are operating in that area d) In addition to the above, confirmation	Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL	

CLAUSE NUMBER	TENDER DATA		
	that all the	the bidding company's	
	bidding	(SA based) directors?	
	company's	The names and/or	
	owners /	addresses of all directors	
	members /	on statement correspond	
	directors /	with CIPC document? Are	
	major	all payments up to date	
	shareholders	(i.e. not in arrears for	
	rates and	more than 90 days?	
	taxes are up		
	to date: ·		
	Original or		
	copy of		
	Municipal		
	Account		
	Statement of		
	all the South		
	African based		
	owners /		
	members /		
	directors /		
	major		
	shareholders		
	not older than		
	3 months and		
	the account/s		
	may not be in		
	arrears for		
	more than		
	ninety (90)		
	days; or a		
	signed lease		
	agreement of		
	owners /		
	members /		
	directors /		
	major		
	shareholders		
	or In case of		
	bidders		
	located in		
	informal		
	settlement,		
	rural areas or		
	areas where		
	they are not		
	required to		
	pay Rates and		
	Taxes a letter		
	from the local		
	councillor		
	confirming		
	they are		

CLAUSE NUMBER	TENDER DATA		
	residing in that		
	area		
	e) Duly Signed		All documents fully
	and completed		completed (i.e. no blank
	MBD forms		spaces)? All documents
	(MBD 1, 4, 5,		fully signed? Signature
	8 and 9) The		authorized (any director /
	person signing		member / trustee as
	the bid		indicated on the CIPC
	documentation		document, alternatively a
	must be		delegation of authority
	authorized to		would be required?
	sign on behalf		Documents completed in
	of the bidder.		black ink (i.e. no "Tippex"
	Where the		corrections, no pencil, no
	signatory is		other color ink, or <b>non-</b>
	not a Director /		submission of the
	Member /		above, will be
	Owner /		considered)?
	Shareholder of		
	the company,		
	an official		
	letter of		
	authorization		
	or delegation		
	of authority		
	should be		
	submitted with		
	the bid		
	document.		
	NB: Bidders		
	must ensure		
	that the		
	directors,		
	trustees,		
	managers,		
	principal		
	shareholders,		
	or		
	stakeholders		
	of this		
	company,		
	declare any		
	interest in any other related		
	companies or		
	business,		
	whether or not		
	they are		
	bidding for this		
	contract. <u>See</u>		
	Question 3.14		

CLAUSE NUMBER	TENDER DATA		
	of MBD 4.		
	<u>Failure to</u>		
	<u>declare</u>		
	interest will		
	<u>result in a</u>		
	disqualification		
	f) Financial	Applicable for tenders	
	Statements for	above R10m in	
	the most	conjunction with MBD 5)	
	recent three		
	(3) years or	Are Audited financial	
	financial	statements provided	
	statements	(Audited financials must	
	from date of	be signed by auditor)? Or	
	existence for		
	companies		
	less than three		
	years old.		
	NB: The bidder		
	must submit		
	signed audited		
	annual financial		
	statements for		
	the most recent		
	three years, or if		
	established for		
	a shorter period,		
	submit audited		
	annual financial		
	statements from		
	date of		
	establishment.		
	If the bidder is		
	not required by		
	law to prepare		
	signed annual		
	financial		
	statements for		
	auditing		
	purposes, then		
	the bidder must		
	submit proof		
	that the bidder		
	is not required		
	by law to		
	prepare audited		
	financial		
	statements.		
	g) Joint Ventures	If applicable. JV	
	(JV) – (Only	agreement provided? JV	
	applicable	agreement complete and	
	when the	relevant?	

CLAUSE NUMBER		TENDER DATA
	bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. <b>NB</b> : It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.	Agreement signed by all parties? All required documents as per (i.e. a to e) must be provided for all partners of the JV.
	h) Bidder attended a compulsory briefing session where applicable	A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
	<ul> <li>Pricing schedule (All items must be quoted for in pricing schedule and if not, all items</li> </ul>	Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.

CLAUSE	NUMBER
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# TENDER DATA

IENDER DATA			
are quoted the bidder will be disqualified). Unless the tender is awarded per		Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.	
item or per section where the bidder only quoted the items or sections, they are interested in.		Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.	

# **1.2 STAGE 2: MANDATORY REQUIREMENTS**

Supply, delivery, offloading, installation and commissioning of fixed and mobile stand-by generator sets

(a) Certified copies of accreditation certificates of the equipment from an accredited testing facility (SABS/IEC) of the goods, from the manufacturer.

(b) Certified copy of the ISO 9001:2015 from the equipment manufacturer.

(c) Annexure C (key personnel and supervisory staff) together with proof of qualifications.

(d) CIDB registration: 5EB (Part 1 or part 1 & 2) or higher, 3EB or higher part 2 only.

(e) Licensed Electrician registered at the Department of Labour.

# KEY PERSONNEL AND SUPERVISORY STAFF the following.

- (a) A qualified electrician with N3 certificate in electrical/ electronic engineering or higher qualification in electrical engineering plus trade test.
- (b) A qualified Mechanic with N3 certificate in Mechanical engineering plus trade test.
- (c) 1 Safety officer (registration certificate with SACPCMP)

# VEHICLE

# Bidders are to attach the following:

 a) 1 mobile/ trailer generator set in roadworthy condition. Where the service providers are the owner they must submit the registration details consisting of the Certificate of Registration in Respect of Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System.

Where the bidder is not the owner, they must provide a copy of a valid lease agreement/ letter of intent/ Memorandum of Understanding, together with a copy of the Certificate of Registration in Respect of

CLAUSE NUMBER	TE	NDER DATA	۱.		
	Motor Vehicles is the RC1 document, issued by the (NATIS) National Traffic Information System.				
	1.3 STAGE 3: FUNCTIONAL		A		
	The following requirements shall must at least have <b>70 points (C</b> be evaluated further.				
	CRITERIA	SUB CRITER	RA	WEIG	HI HIGHE ST POSSIBLE SCORE
	Section 1	Project	2	10	40
	Prior experience in the work related to the supply, installation and	value of up to R5,000		10	
	commissioning of fixed	,000.00			
	generator sets.	,	3		
	The following will be required for compliance.	Project value			
	of bidder's experience" of the returnable documents, tendere				
	must indicate the contract star and end dates. Referral letter(s) from	up to R10,00	4		
	the previous employer(s) on a company letter head and contract	0,000.0 0			
	budget/expenditure of the service(s) rendered	Project value			
	similar to those required in this specification.	exceed ing			
		R10,00 0,000.0 0			
	1.Experience of key staff: Gene Key Staff's experience that is r CVs and certified proof of qual Staff as Indicated Below:	elevant to the	e scope o	of work (\$	Submit
	2.1. Qualified Petrol and Diesel	0-3 years	3	5	20
	Mechanic.		4		
	(Years of experience	Above			
	after obtaining trade	3 years			
	test/ red seal	and			
	certificate)	more		1	

	NUMBER
CLAUGL	

	TENDER DAT	4		
2.2.	0-3	3	5	20
ualified Electrician	years			
(Years of experience	Above	4		
after obtaining trade	3 years			
test/ red seal	and			
certificate)	more			
-				
2.3. Occupational	0-3	3	5	20
Health and Safety officer	years			
	Above			
(Years of experience	3 years	4		
after registration with	and			
SACPCMP)	more			
HIGHEST POSSIBLE SCO	HIGHEST POSSIBLE SCORE			100

# HIGHEST POSSIBLE SCORE

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

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

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

The preferential points to be used will be 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following two elements:

a)	Price	80 points
b)	Specific goals	20 points

SPECIFIC GOALS

- 1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- 2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.
- 3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3	<ul> <li>8 Points</li> <li>7 Points</li> <li>6 Points</li> <li>5 Points</li> </ul>	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small

CLAUSE NUMBER		TENDER DATA	
	<ul> <li>Level 4</li> <li>Level 5</li> <li>Level 6</li> <li>Level 7</li> <li>Level 8</li> <li>Non- compliant</li> </ul>	<ul> <li>4 Points</li> <li>3 Points</li> <li>2 Points</li> <li>1 Point</li> <li>0 Points</li> </ul>	enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
	Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

CLAUSE NUMBER		TENDER DATA		
		For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.		
C.2.2	Cost of Tendering	The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.		
C.2.5	Referenc e Documen ts	<ul> <li>Add the following:</li> <li>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</li> <li>The document "Standard Specifications for Municipal Civil Engineering Works", Third Edition, 2005" issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. This document is obtainable free of charge on the website www.tshwane.gov.za.</li> <li>The latest print version as current at 30 days before close of tenders of the document "General Conditions of Contract for Construction Works 3rd Edition, 2015" including corrections thereto as current at 30 days before close of tenders, as published by the South African Institution of Civil Engineering.</li> <li>The document may be purchased in hard copy from the South African Institution of Civil Engineering or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za.</li> </ul>		
C.2.7	Clarificati on meeting	<ul> <li>The arrangements for a <u>compulsory</u> clarification meeting are as stated in the tender notice and invitation to tender.</li> <li>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to, and tenders received from those tendering entities appearing on the attendance register.</li> <li>Tender documents will be made available at the clarification meeting.</li> </ul>		
C.2.8	Seek clarificatio n	Replace       the clause with the following:         Request clarification of the tender documents, if necessary, by notifying         the employer at least       2 (two) working days         before the closing time stated         in the tender data.		
C.2.1 2	Alternativ e offers	Alternative tender offers will <u>not</u> be considered.		
C.2.1 3	Submittin g a tender offer	<ul> <li>The tender offer shall be completed in non-erasable black ink pen</li> <li>Any entry made by the tenderer in the document which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be</li> </ul>		

CLAUSE NUMBER	TENDER DATA
	written above in <b><u>non-erasable black ink pen</u></b> and the <u>full signature</u> of the tenderer shall be placed next to the correction.
C.2.1 3.2	<b><u>Replace</u></b> the contents of the clause with the following:
	Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
	All volumes are to be left intact in original format and no pages shall be removed or re-arranged.
C.2.1 3.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact or usb.
	In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on memory stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.1 3.4	Add the following to the clause.
	Only authorised signatories may sign the original and all copies of the tender offer where required.
	In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.
	In the case of a <b>COMPANY</b> submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.
	In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member's behalf.
	In the case of a <b>PARTNERSHIP</b> submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such</u> <u>authorisation</u> shall be included in the Tender.
	In the case of a VENTURE/CONSORTIUM submitting a tender, include <u>a</u> <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.
	Accept that failure to submit proof of authorisation to sign the tender
	shall result in the tender offer being regarded as non-responsive.
	The identification details are:

CLAUSE NUMBER		TENDER DATA		
C.2.1 3.5				
C.2.1 3.9 C.2.1		Telephonic, telegraphic, telex, accepted Add the following sub- clause C	facsimile or e-mailed offers will <u>not</u> be	
3.10		Accept that all conditions, which used by the Tenderer for the submission of a tender offer	which are printed or written upon any stationery r the purpose of or in connection with the ffer for this Contract, which conflict with the is document shall be waived, renounced and	
C.2.1 4	Informatio n and data to be complete d in all respects	<ul> <li>the document:</li> <li>Section T2.2</li> <li>Section C1.1</li> <li>Section C1.2</li> <li>Section C2.2</li> <li>The above sections shall be sig required). Individual pages si Tenderer and by the witnesses Tender Offer.</li> <li>The Tenderer shall complete submission of a Tender Offer.</li> <li>The Schedule of Deviations (if a Tenderer after acceptance by the Accept that failure on the part</li> </ul>	ter information in the following sections of : Returnable Schedules : Form of Offer and Acceptance : Contract Data (Part 2) : Pricing Schedule med by the Tenderer (and witnesses where hould only be initialled by the successful s after acceptance by the Employer of the and sign the Form of Offer prior to the pplicable) shall be signed by the successful he Employer of the Tender Offer. of the Tenderer to submit any one of the Part T2 – Returnable Documents within the	

CLAUS	E NUMBER	TENDER DATA
		period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.
		Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.
C.2.1	Closing	The closing date and time is:
5	time	Closing Time: 10:00AM
		Closing Date: 25 FEBRUARY 2025
		Each tender shall be enclosed in a sealed envelope, bearing the correct identification details (Clause C.2.13.5) and shall be placed in the tender box located at:
		City of Tshwane Municipality 320 Madiba Street Tshwane House Pretoria 0001
		This address is 24 hours available for delivery of tender offers.
		Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.
C.2.1 6 <i>C.2.1</i>	Tender offer validity	The tender offer validity period is <u>90 days</u> . The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are
6.5		still valid.
		Add the following new clause.
		If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.
C.2.1 8	Provide other material	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.
C.2.1 9	Inspectio ns, tests	Add the following at the end of the clause:

CLAUSE NUMBER		TENDER DATA
	and analysis	or upon written request.
C.2.2 0	Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.2 3	Certificate s	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
		Add the following new clause.
C.2.2 4	Canvassi ng and obtaining of additional informatio n by	The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
	tenderers	Add the following new clause.
C.2.2 5	Prohibitio ns on awards to persons in service of the state	<ul> <li>The Employer is prohibited to award a tender to a person - <ul> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> </ul> </li> <li>In the service of the state means to be - <ul> <li>a) a member of: - <ul> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces.</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity.</li> <li>c) an official of any municipality or municipal entity.</li> <li>d) an employee of any national or provincial department.</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999).</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) an employee of Parliament or a provincial legislature.</li> </ul> </li> <li>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</li> </ul>
C.2.2 6	Awards to close family	Add the following new clause. Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in

CLAUSE NUMBER		TENDER DATA
	members of persons in the service of the state	<ul> <li>clause F2.25), or has been in the service of the state in the previous twelve months, including -</li> <li>a) the name of that person.</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ul> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
		Add the following new clause.
C.2.2 7	Vendor registratio n	The contractor will be required registering as a supplier/service provider on the City of Tshwane's vendor register before any payment can be done. If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.
		Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from <u>http://www.tshwane.gov.za/procurement.cfm</u>
		All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.
		Add the following new clause.
C.2.2 8	Tax	National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:
		The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.
		Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling. Accept that the tenderer will be rejected if such tenderer fails to provide
		proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18
C.3.1 .1		The employer will respond to requests for clarification up to <u>2 (two) working</u> <u>days</u> before the tender closing time.
C.3.4	Opening of tender submissio ns	Tenders will be opened immediately after the closing time for tenders

	:	
	Evaluatio n of tender offers	<ul> <li>Specify the stages of evaluation.</li> <li>This bid will be evaluated in four evaluation stages namely:</li> <li>Stage 1: Administrative compliance</li> <li>Stage 2: Mandatory requirement</li> <li>Stage 3: Functionality criteria</li> <li>Stage 4: Preference Points System</li> </ul>
C.3.1 1.1	General	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.3 below supported by proof/ documentation stated in the conditions of this tender.
C.3.1 1.2	Method of evaluatio n	<ul> <li>Add the following new clause:</li> <li>The procedure for the evaluation of responsive tender is Method 2.</li> <li>Stage 1: Administrative compliance</li> <li>Stage 2: Mandatory</li> <li>Stage 3: Functionality</li> <li>Stage 4: Preference Points System</li> </ul>
	80/20 Preferenc e Point System	<ul> <li><u>Add</u> the following new clause:</li> <li>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million: <ul> <li>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</li> <li>(b) P<sub>s</sub> = 80 [1 - (<sup>P</sup><sub>t</sub>-P<sub>min</sub>)]</li> <li>Where</li> <li>P<sub>s</sub> = Points scored for comparative price of tender or offer under consideration.</li> <li>Pt = Comparative price of tender of offer under consideration; and</li> <li>Pmin = Comparative price of lowest acceptable tender or offer.</li> <li>(c) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</li> </ul> </li> <li>(d) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of</li> </ul>

CLAUSE NUMBER		TENDER DATA
		<ul> <li>(e) A maximum of 10 specific goals may be allocated in accordance with the SCM policy</li> <li>(f) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</li> <li>(g) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</li> </ul>
0.0.1	Acceptan ce of	Tender offers will only be accepted if:
C.3.1 1.4	Tender Offer	<ul> <li>(a) the tenderer complies with the eligibility criteria stated in clause C.2.1</li> <li>(b) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18.</li> <li>(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges.</li> <li>(d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>(e) the tenderer has not: <ul> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>(f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.</li> </ul>
C.3.1 3	Copies of Contract	(g) <u>One</u> signed copy of contract shall be provided by the Employer to the successful Tenderer.
C.3.1 7		

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- C.1 General
- C.1.1 Actions
- **C.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- **C.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.
- **C.1.1.3** The Employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

# C.1.2 Tender Documents

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

# C.1.3 Interpretation

- **C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- **C.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- **C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

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

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

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.

## C.1.4 Communication and Employer's agent

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

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

- C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-
  - (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - (b) funds are no longer available to cover the total envisaged expenditure.
  - (c) no acceptable tenders are received; or
  - (d) there is a material irregularity in the tender process.
- **C.1.5.2** The decision to cancel the tender must be published in the same way the original tender invitation was advertised.
- **C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

#### C.1.6 Procurement procedures

#### C.1.6.1 General

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

## C.1.6.2 Competitive negotiation procedure

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

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

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

- **C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- **C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

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

## C.1.6.3.1 Option 1

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

# C.1.6.3.2 Option 2

- **C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- **C.1.6.3.2.2**The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

## C.2 Tenderer's obligations

## C.2.1 Eligibility

- **C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.
- **C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

# C.2.2 Cost of tendering

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

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

#### C.2.3 Check documents

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

# C.2.4 Confidentiality and copyright of documents

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

# C.2.5 Reference documents

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

## C.2.6 Acknowledge addenda

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

## C.2.7 Clarification meeting

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

## C.2.8 Seek clarification

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

## C.2.9 Insurance

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

## C.2.10 Pricing the tender offer

- **C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- **C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

- **C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- **C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### C.2.11 Alterations to documents

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

#### C.2.12 Alternative tender offers

- **C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- **C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
- **C.2.12.3** An alternative tender offer may only be considered if the main tender is the winning tender.

## C.2.13 Submitting a tender offer

- **C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- **C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- **C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- **C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- **C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- **C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- **C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

## C.2.15 Closing time

- **C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- **C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

# C.2.16 Tender offer validity

- **C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- **C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- **C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).
- **C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

#### C.2.18 Provide other material

**C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing

arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

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

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

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

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

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

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

#### C.2.21 Check final draft

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

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

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

## C.2.23 Certificates

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

## C.3 The Employer's undertakings

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

- **C.3.1.1** Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- **C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if therefore:
  - a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

# C.3.2 Issue addenda

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

#### C.3.3 Return late tender offers

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

#### C.3.4 Opening of tender submissions

- **C.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- **C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- **C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

## C.3.5 Two-envelope system

- **C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- **C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### C.3.6 Non-disclosure

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

## C.3.7 Grounds for rejection and disqualification

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

#### C.3.8 Test for responsiveness

- **C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
  - a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- **C.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
  - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified.

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

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

- **C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- **C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
  - a) the gross misplacement of the decimal point in any unit rate.
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- **C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- **C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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

# C.3.10 Clarification of a tender offer

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

## C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with
	sufficient flexibility to attain best value outcomes in respect of quality,
	timing and price, and least resources to effectively manage and control
	procurement processes.

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

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

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

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

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

#### C.3.13 Acceptance of tender offer

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

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

#### C.3.14 Prepare contract documents

- **C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the Employer and the successful tenderer.
- **C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

#### C.3.16 Registration of the award

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

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

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

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

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

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

## PART T2:RETURNABLE DOCUMENTS

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

## RD.A MANDATORY RETURNABLE DOCUMENTS

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest	Form RD.A.2	
MBD 8:Declaration of tenderer's past supply chain management practises	Form RD.A.3	

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

## RD. B RETURNABLE DOCUMENTS REQUIRED FOR <u>PREFERENTIAL PROCUREMENT</u> <u>EVALUATION</u> PURPOSES

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

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

Promotion of local enterprises (Local Economic Participation)	Form RD.B.4
Certified copy of Identity Document/s	Form RD.B.5
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)	Form RD.B.6

## RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR <u>TENDER EVALUATION</u> PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.1	
MBD 9: Certificate of independent tender determination	RD.C.2	
Proof of registration with the CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.7	
Classification of business	RD.C.8	
Certificate of authority of signatory	RD.C.9	
Certificate of authority of signatory for joint ventures and consortia	RD.C.10	

## RD. D RETURNABLE DOCUMENTS REQUIRED FOR <u>FUNCTIONALITY EVALUATION</u> PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Evaluation Schedule: Tenderer's experience	RD.D.1	
Schedule of tenderer's experience	RD.D.2	
Evaluation Schedule: Experience of key personnel	RD.D.3	
Key personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	

Note: Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.

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

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

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

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## FORM RD.A.1

#### FORM RD.A.1COMPULSORY ENTERPRISE QUESTIONNAIRE

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:	CSD number:	
Section 5:	Particulars of sole proprietors and partners in partners	ships:
Name*	Identity Number*	Personal Income Tax Number*

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

Section 6:	Particulars of companies and close corporations		
Company r	egistration number:		
Close corpo	pration number:		
Tax referen	ice number:		
Section 7:	MBD 4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.		
Section 9:	MBD 8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.		
Section 10:	MBD 9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.		

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

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

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:	Date:
Name:	Position
Enterprise	

Name:

#### FORM RD.A.2 MBD 4: DECLARATION OF INTEREST

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

3.1	Full name of tenderer or his/her representative:			
3.2	Identity number:			
3.3	Position occupied in the tendering company: (e.g. director, trustee, shareholder <sup>2</sup> )			
3.4	Company registration number:			
3.5	Tax reference number:			
3.6	VAT Registration number:			
3.7	The names of all directors / trustees / shareholder / members, their individual identity numbers and state employee numbers must be indicates in paragraph 4 below			
3.8	Are you presently in the service of the sta	ate?	YES	NO
	If YES, furnish particulars.			

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

- ii) any provincial legislature; or
- iii) the national assembly of the national council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality of municipal entity;
- (d) an employee of any national or provicial department, national or provicial 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 provicial public entity; or
- (f) an employee of parliament or provicial legislature.

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

<sup>(</sup>a) a member of -

i) any municpal council;

3.9	Have you been in the service of the state for the past twelve months?	YES	NO
	If YES, furnish particulars.		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this tender?	YES	NO
	If YES, furnish particulars		
3.11	Are you aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If YES, furnish particulars		
3.12	Are any of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state?	YES	NO
	If YES, furnish particulars		
3.13	Is any spouse, child or parent of the company's directors' trustees, managers, principal shareholders, or stakeholders in service of the state?	YES	NO
	If YES, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are tendering for this contract?	YES	NO

If YES, furnish particulars

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

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

Person authorized to sign the tender:
Full name (in BLOCK letters):
Signature:
Date:

# FORM RD.A.3 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

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

ltem	Question	Response				
4.1	Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)	YES	NO			
4.2	If so, furnish particulars:					
4.2	Is the tenderer 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, 2004 (Act 12 of 2004)? (To access this register, enter the National Treasury's website, <u>www.treasury.gov.za</u> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445).	YES	NO			
	If so, furnish particulars:					
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO			

ltem	Question	Respo	Response				
	If so, furnish particulars:						
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	YES	NO				
	If so, furnish particulars:						
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO				
	If so, furnish particulars:						

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterp confirms that the contents of this schedule are within my personal knowledge and are to the best of belief both true and correct.	-
Person authorized to sign the tender:	
Full name (in BLOCK letters):	

Signature:

Date:

#### MBD 6.1

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \qquad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

# 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

or

0

 $Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$  or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

#### Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of		
companies	8 Points	
Level 1	7 Points	
Level 2	6 Points	
Level 3	5 Points	
Level 4	4 Points	
Level 5	3 Points	
Level 6	2 Points	
Level 7	1 Point	
Level 8	0 Points	
Non-		
compliant		
EME and/ or QSE	2 Points	
At least 51% of	2 Points	
Women-owned		
companies		
At least 51% owned	2 Points	
companies by People with disability		
At least 51% owned	2 Point	
companies by Youth		
Local Economic		
Participation	4 Points	
City of Tshwane	2 Points	
Gauteng	1 Point	

National	

## DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
  - Derthership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
  - [Tick applicable box]
- 4.6. I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
  - i) The information provided 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process.
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such a cancellation.
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

## FORM RD.B.2 FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

## NOTE:

- 1. Attach original copy of B-BBEE Verification Certificate to this page.
- 2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

## FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname										
Identity Number				-			-		-	

Hereby declare under oath as follow:

- 1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 2. I am a member / director / owner of the following enterprise and 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 audited management accounts and other information available on the \_\_\_\_\_\_ financial year, the income did not exceed R 10,000,000 (ten million rands).
  - Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

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

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

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

#### FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

90/10 preference point system applies:

	Promotion of local enterprises					
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,					
Satisfactory (score 1)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)					
Good (score 1)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)					
Very good (score 2)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.					

Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

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

Person authorized to sign the		
<u>tender:</u>		
Full name (in BLOCK letters):		
Signature:		
Date:		

#### FORM RD.B.5At least 51% Women owned companies and At least 51% owned companies by Youth

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owned by Women or youth

	promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1	Certified copy of Identity Document/s that proof that company is 51% owned by Women
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by youth

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

	/ she is duly authorized to do so on behalf of the enterprise, confirms thin my personal knowledge and are to the best of my belief both true
<u>Person authorized to sign the</u> <u>tender:</u>	
Full name (in BLOCK letters):	
Signature:	
Date:	

#### FORM RD.B.6At least 51% owned companies by People with disability

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability

	Promotion of At least 51% owned companies by People with disability				
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,				
Good (score 1)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers				

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

# FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

- 1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
  - i) for the past three years; or
  - ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

						YES	NO
lf so, particulars	state						
Has any cor	ntracts beer	awarded to	the tendere	r by an orga	n of state during	the past five	years?
						YES	NO

lf so, particulars	state			

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

					YES	NO
lf pa	so, irticulars	state				
-						

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO

YES

NO

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

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

Person authorized to sign the

tender:

3.

Full name (in BLOCK letters):

Signature:

Date:

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

- 1. This Municipal Bidding Document (MBD) must form part of all tenders<sup>3</sup> invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)<sup>4</sup>. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
- 4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

<sup>&</sup>lt;sup>4</sup> Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

#### **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

GPM 06 2024/25 The tender to appoint service providers for the supply, delivery, offloading, install and commissioning of stand-by fixed generator sets complete with the control switchgear, supply of mobile stand-by generator sets and a maintenance contract for routine maintenance and repair of the standby generator sets, as and when required over a three (3) year period. PART T2: RETURNABLE DOCUMENTS

in response to the invitation for the tender made by

#### City of Tshwane Metropolitan Municipality

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

I certify, on behalf of

that:

(Name of tenderer)

- 1. I have read and understand the contents of this certificate.
- 2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect.
- 3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer.
- 4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer.
- 5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other that the tenderer, whether or not affiliated with the tenderer who:
  - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
  - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
- 6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>35</sup> will not be construed as collusive tendering.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement of arrangement with any competitor regarding:
  - a. Prices.
  - b. Geographical area where product of services will be rendered (market allocation).

<sup>&</sup>lt;sup>5</sup> Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- c. Methods, factors of formulas used to calculate prices.
- d. The intention or decision to submit or not to submit, a tender.
- e. The submission of a tender which does not meet the specifications and conditions of the tender; or
- f. Tendering with the intention not to win the tender.
- 8. In addition, there have been no consultations, communications, agreements, or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

0	he / she is duly authorised to do so on behalf of the enterprise, edule are within my personal knowledge and are to the best of my
Person authorized to sign the tender:	
Full name (in BLOCK letters):	
Signature:	
Date:	

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

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

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

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

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

Person authorized to sign the tender: Full name (in BLOCK letters):

Signature:

Date:

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

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

(Tick applicable				
1.	Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations	1	Y E S	N O
2.	Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.			
3.	Do your company have a health and safety policy? If <b>YES</b> provide a copy.	,	YE S	N O
4.	How is this policy communicated to your employees? Provide supporting documentation.	,	YE S	N O
5.	Do your company keep record of safety aspects of each site where work performed? If <b>YES</b> what records are kept?		YE S	N O
6.	Do your company conduct monthly safety meetings? If <b>YES</b> , who is the chairperson of the meeting, and attend these meetings?	,	YE S	N O
7.	Do your company have a safety officer in its employment, responsible for overa safety of your company? If <b>YES</b> , explain his duties and provide a copy of his CV.		YE S	N O
8.	Do your company have trained first aid employees? If <b>YES</b> , indicate who.		YE S	N O
	Do your company have a safety induction training programme in place? If <b>YES</b> , provide a copy.	,	YE S	N O
10	. Do your company conduct medical surveillance for its employees?		YE S	N O
со	e undersigned, who warrants that he / she is duly authorised to do so on behan nfirms that the contents of this schedule are within my personal knowledge an v belief both true and correct.		•	-
	rson authorized to sign the nder:			
Fu	Ill name (in BLOCK letters):			

Signature:	
Date:	
Balo.	

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

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

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

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

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

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

(Attach additional pages if more space is required.)

C I	t he / she is duly authorised to do so on behalf of the enterprise, hedule are within my personal knowledge and are to the best of
Person authorized to sign the tender:	
Full name (in BLOCK letters):	
Signature:	
Date:	

## FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of the major items of relevant equipment that I/we presently own/lease and will have available for this contract or will hire/acquire for this contract as proof of the requirements for Clause F.3.13 b) of the Conditions of Tender

Major equipment owned/leased that is immediately available for the execution of the works		
Quantity	Description, size, capacity etc.	
	·····	

(Attach additional pages if more space is required)

ajor equipment that will be hired or acquired for the execution of the works			
Description, size, capacity etc.			

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

## 1. General

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

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture / Consortium	
Co-operative	
(Mark the appropriate option)	

## 2. Information to be provided.

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

If the 1	Fendering Entity is a:	Documentation to be submitted with the tender	
		<ul> <li>a) such Sole Proprietary, or</li> <li>b) Each of the Partners in the Partnership</li> <li>Certified copy of the Partnership agreement.</li> </ul>	
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.	
7	J <u>oint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.	

## Note:

- 1. If the shares are <u>held in trust</u> provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
- 2. Include a certified copy of the <u>Certificate of Change of Name</u> (CM9) if applicable.
- 3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes		
No		

(Make an X in the appropriate space)

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

## FORM RD.C.8 CLASSIFICATION OF BUSINESS

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

	YES	NO
(	Tick appropri	ate box)

- (b.) If the response to 2. (a.) is **YES**, the following must be completed:
  - i. Sector/sub-sector in accordance with the Standard Industrial classification:
  - ii. Size or class:
  - iii. Total full-time equivalent of paid employees:
  - iv. Total annual turnover:
  - v. Total gross asset value (fixed property excluded):

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

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

	ZE OF LASS	THE TOTAL FULL-T EQUIVALENT OF P/ EMPLOYEES	ΤΟΤΑΙ	TOTAL GROSS ASSET VALUE (FIXED PROPERTY
			ULTURE	EXCLUDED)
	Medium	100	R 5 mil	R 5 mil
	Small	50	R 3 mil	R 3 mil
	Very		13 1111	1 C S Hill
Small	Very	10	R 500 000	R 500 000
	Micro	5	R 200 000	R 100 000
		MINING AND	QUARRYING	
	Medium	200	R 39 mil	R 23 mil
	Small	50	R 10 mil	R 6 mil
	Very			
Small	-	20	R 4 mil	R 2 mil
	Micro	5	R 200 000	R 100 000
		MANUFA		•
	Medium	200	R 51 mil	R 19 mil
	Small	50	R 13 mil	R 5 mil
	Very			
Small	2	20	R 5 mil	R 2 mil
	Micro	5	R 200 000	R 100 000
		ELECTRICITY,	GAS & WATER	1
	Medium	200	R 51 mil	R 19 mil
	Small	50	R 13 mil	R 5 mil
	Very	20		
Small		20	R 5.1 mil	R 1.9 mil
	Micro	5	R 200 000	R 100 000
		CONST	RUCTION	
	Medium	200	R 26 mil	R 5 mil
	Small	50	R 6 mil	R 1 mil
	Very	20		
Small			R 3 mil	R 500 000
	Micro	5	R 200 000	R 100 000
		RETAIL AND MOTOR TR	ADE & REPAIR SERVICES	
	Medium	200	R 39 mil	R 6 mil
	Small	50	R 19 mil	R 3 mil
	Very	20		
Small			R 4 mil	R 600 000
	Micro	5	R 200 000	R 100 000
		ESALE TRADE, COMMERCIA	AL AGENTS AND ALLIED SERVIC	
	Medium	200	R 64 mil	R 10 mil
	Small	50	R 32 mil	R 5 mil
	Very	20		
Small			R 6 mil	R 600 000
	Micro	5	R 200 000	R 100 000
		CATERING, ACCOMMOD	ATION AND OTHER TRADE	
	Medium		200 R 13 mil	R 3 mil
	Small		50 R 6 mil	R 1 mil

Very	20							
Small	20	R 5.1 mil	R 1.9 mil					
Micro	5	R 200 000	R 100 000					
TRANSPORT, STORAGE & COMMUNICATIONS								
Medium	200	R 26 mil	R 6 mil					
Small	50	R 13 mil	R 3 mil					
Very	20							
Small	20	R 3 mil	R 600 000					
Micro	5	R 200 000	R 100 000					
FINANCE & BUSINESS SERVICES								
Medium	200	R 26 mil	R 5 mil					
Small	50	R 13 mil	R 3 mil					
Very	20							
Small	20	R 3 mil	R 500 000					
Micro	5	R 200 000	R 100 000					
COMMUNITY, SOCIAL AND PERSONAL SERVICES								
Medium	200	R 13 mil	R 6 mil					
Small	50	R 6 mil	R 3 mil					
Very	20							
Small	20	R 1mil	R 600 000					
Micro	5	R 200 000	R 100 000					

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

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

(Legally correct full name and registration number, if applicable, of the en	iterprise)
Held at:	(place)
On:	(date)

#### **RESOLVED** that:

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

Tender Number:	GPM 06 2024/25
Tender Description:	GPM -2023/24 The tender to appoint service providers for the maintenance, repair, supply, delivery, offloading, installation and commissioning of stand-by mobile and fixed generator sets complete with the control switchgear, as and when required over a three (3) year period.
	PART T2: RETURNABLE DOCUMENTS

2. \*Mr/Ms:

in *his/her capacity	
as	

and who will sign as follow:

Proof signature	Proof signature

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

NAME	CAPACITY	SIGNATURE

Note: Enterprise stamp
------------------------

1.	*Delete which is not applicable.	
2. IMPORTANT: This resolution <u>must</u> be signed by		
	all the directors/members/ partners of the	
	tendering enterprise.	
3.	Should the number of	
	directors/members/partners exceed the space	
	available above, additional names and	
	signatures must be supplied on a separate	
	page.	

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

\*Joint venture/consortium name:

We, the undersigned, are submitting this tender in a \*joint venture/consortium and hereby authorise \*Mr/Ms

authorised signatory of the enterprise

acting in the capacity of lead partner

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

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

# Note:

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

# FORM RD.D.1 EVALUATION SCHEDULE: TENDER'S EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work are as follows. (Refer to Annexure A)

The following requirements shall be used as evaluation criteria. Tenderers must at least have **70 points (Out of 100)** per section on functionality to be evaluated further.

CRITERIA	SUB- CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE	
				SCORE	
Section 1	Project value of	2	10	40	
Prior experience	up to				
in the work	R5,000,000.00				
related to the					
supply,					
installation and	Project value	3			
commissioning	exceeding				
of fixed	R5,000,001.00				
generator sets.	up to				
	R10,000,000.00				
1.1. The					
following will					
be required	Project value	4			
for	exceeding				
compliance.	R10,000,000.00				
Completion of					
Annexure B					
"Schedule of					
bidder's					
experience" of the					
returnable					
documents,					
tenderer must					
indicate the					
contract start and					
end dates.					
Referral letter(s)					
from the previous					
employer(s) on a					
company letter					
head and contract					
budget/expenditure					
of the service(s) rendered similar to					
those required in					
this specification.					
	 v staff: General Export	ience and qualit	fications		
<ol> <li>Experience of key staff: General Experience and qualifications</li> <li>Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of</li> </ol>					
rulifications as proof of compliance). Key Staff as Indicated Bolow:					

qualifications as proof of compliance). Key Staff as Indicated Below:

2.4. Qualified	0-3 years	3	5	20
Petrol and		5	5	20
Diesel				
Mechanic.	Above 3 years	4		
	and more			
(Years of				
experience after				
obtaining trade				
test/ red seal				
certificate)				
2.5. Qualified	0-3 years	3	5	
Electrician				20
	Above 3 years	4		
(Years of	and more			
experience after				
obtaining trade				
test/ red seal				
certificate)				
2.6. Occupational	0-3 years	3	5	20
Health and				
Safety officer	Above 3 years	4		
-	and more			
(Years of				
experience after				
registration with				
SACPCMP)				
HIGHEST POSSIBLE S	SCORE			100

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

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

Municipal Rates and Taxes not older than 3 months from the tender advertisement date or valid lease agreement must be provided.

The bidder must provide a clearly detailed profile stipulating the number of years rendering similar services.

Completion certificates should be on company letterhead and signed for similar work done by the service provider – appointment letters/purchase orders and/or job cards may also be included as proof.

Proof of qualifications must be provided certified by a commissioner of oaths.

The contract is a rates only direct appointed contract.

## FORM RD.D.2 SCHEDULE OF TENDERER'S EXPERIENCE

Referral letter(s) from the previous employer(s) on a company letter head and contract budget/expenditure of the service(s)

rendered similar to returnable documents, tenderer must indicate the contract start and end dates. those required in this specification.

Employer, contact person and telephone number	Description of contract	Project Value	Date completed
	f more space is required)		

(Attach additional pages if more space is required)

### FORM RD.D.3 EVALUATION SCHEDULE: EXPERIENCE OF KEY PERSONNEL

The experience of assigned staff member in relation to the scope of work will be evaluated from two different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader; and
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the list of services areas provided (Form RD.D.3 Service Areas Provided).

Tenderers must complete Form RD.D.4: Key Personnel to comply with this schedule. A CV (see Form RD.D.5: Curriculum Vitae Of Key Personnel) of the project director, project manager, design/lead engineer and engineer's representative of not more than 3 pages should be attached to this schedule:

3. Experience of key staff: General Experience	and qualification	s				
Key Staff's experience that is relevant to the scope of work (Submit CVs and certified proof of						
qualifications as proof of compliance). Key Staff as Indicated Below:						
2.7. Qualified Petrol and Diesel Mechanic.	0-3	3	5			
	years			20		
(Years of experience after obtaining trade						
test/ red seal certificate)		4				
	Above 3					
	years					
	and					
	more					
2.8. Qualified Electrician	0-3	3	5			
	years					
(Years of experience after obtaining trade				20		
test/ red seal certificate)	Above 3	4				
	years					
	and					
	more					
2.9. Occupational Health and Safety officer	0-3	3	5	20		
	years					
(Years of experience after registration with		4				
SACPCMP)	Above 3					
	years					
	and					
	more					

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:	
Date:	

#### FORM RD.D.4 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Refer to clause C.2.1 of Part T1: Eligibility (mandatory requirements) **Note:** Form RD.D.5 must be complete for <u>each</u> person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

### FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Number of years post registration experience:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with ea	arliest work experience)
Experience record pertinent to required service:	
Certification:	
I, the undersigned, certify that to the best of my knowledge	and balief this data correctly
describes me, my qualifications and my experience.	and bener, this data correctly
(Signature of person named in schedule)	Date:

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

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

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

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

# Person authorized to sign the

tender:

Full name (in BLOCK letters):

Signature:

Date:

PORTION 2: CONTRACT

# PART C1:AGREEMENTS AND CONTRACT DATA

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#### C1.1FORM OF OFFER AND ACCEPTANCE

#### OFFER

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

GPM 06 2024/25 The tender to appoint service providers for the maintenance, repair, supply, delivery, offloading, installation and commissioning of stand-by mobile and fixed generator sets complete with the control switchgear, as and when required over a three (3) year period.

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

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

# THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS: (PART 1: CIDB GRADING OF 5EB OR HIGHER)

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

# THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS: (PART 2: CIDB GRADING OF 3EB OR HIGHER)

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

Capacity							
		Name and add				 	 
Name Date	and	signature	of	witness	,	 	 

#### Acceptance

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

The terms of the contract, are contained in:

- Part T1 Tendering procedures.
- Part T2 Returnable documents
- Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data (Bill of Quantity)

Part C3 Scope of work

Part C4 Bid Information Schedule

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

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

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

to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)
Name(s)
Capacity for the Employer
(Name and address of organization)
Name and signature of witness Date

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

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

# SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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

Details \_\_\_\_\_

2 Subject	
Details	
3 Subject	
Details	
l Subject	
Details	

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

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

#### C1.2 CONTRACT DATA

### 

#### C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the General Conditions of Contract for "General Conditions of Contract for Construction Works 3rd Edition, 2015" read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors, and subcontractors shall obtain their own copies of the document General Conditions of Contract for *"General Conditions of Contract for Construction Works 3rd Edition, 2015"* for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Electrical Engineers, 18A Gill St, Observatory, Johannesburg, 2198 and shall bear all expenses in this regard.

# C1.2.2 DATA PROVIDED BY THE EMPLOYER

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

CLAUSE/OPTION	DATA
10.1	• The Employer is City of Tshwane Metropolitan Municipality.
	• The <i>Employer</i> has authorised the Executive Director to act on his behalf in respect of this Contract, save for such duties or functions:
	<ul> <li>which other holders of office ex officio execute on behalf of the Employer, or</li> </ul>
	<ul> <li>for which the Executive Director has no authority and the Employer's approval is required before execution thereof.</li> </ul>
	The Group Head is:
	Mr. Thabiso Hlongwane (Acting Group Head) Group Property: Facilities Management
20.1	The scope is in Part C3: Scope of Work
	The selection procedure is in C3.3.1.1 Selection Procedure
30.1	• The end date will be 3 years after date of acceptance.

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

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

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

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.2.1	Delivery of notices	<ul> <li><u>Add</u> the following to the clause:</li> <li>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</li> </ul>
1.2.3	Authority of representatives	<ul> <li><u>Add</u> the following to the clause:</li> <li>1.2.3.1 The Employer has authorised the Group Head: Group Property Facilities Management: Group Property to act on his behalf in respect of this Contract, save for such duties or functions:</li> <li>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</li> </ul>
		1.2.3.1.2 for which the Group Head: Facilities Management: Group Property has no authority and the Employer's approval is required before execution thereof.
3.2.7	Employer's Agent's Representative	<ul> <li>Add the following new sub-clause:</li> <li>3.2.7 The Employer may, in his sole discretion, provide technical support services to the Contractor. The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Employer's Agent and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed.</li> </ul>
		3.2.7.1 In addition to his duties and functions in terms of 2.1, the Employer's Agent will coordinate the work of the technical team providing the support services.
		3.2.7.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour Intensive Construction Projects:
		<i>i.</i> Programming the execution of the works

CLAUSE / SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION			
		ii. Interpretation of drawings, specifications and			
		related contractual matters. iii. Workforce structuring, employment, and			
		management. iv. Guidance to expedite work progress/ improve productivity.			
		v. Setting out of works.			
		vi. Safety measures and legislation requirements.			
		vii. Materials handling.			
		viii. Tools and equipment need.			
		ix. Financial matters.			
		x. Training requirements.			
		xi. Security aspects.			
		xii. Quality control systems			
		3.2.8 The Materials Manager is responsible for the following functions which are described fully in the CESA document, Guideline Contract Specific Data C5 - Materials Procurement Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects on the Contract:			
		i. Establishment of stores. ii. Determination of store administration procedures.			
		<i>iii.</i> Determination of requirements of store staff. <i>iv.</i> Employment of store staff.			
		v. Staff guidance, supervision, and training.			
		vi. Acquisition of materials.			
		vii. Issue of materials.			
		viii. Upholding of assets register.			
		ix. Insurance of assets.			
		3.2.9 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to:			
		<i>i.</i> Finance and dealing with banks.			
		ii. Business management.			
		iii. Contract management.			
		iv. Procurement of materials and other required services.			
		v. Technical and engineering.			
		vi. Construction planning and management.			
		vii. Fulfilling of statutory and tax obligations.			
		viii. Labour and human resource guidance.			
4.3		Add the following new sub-clause:			

CLAUSE /SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
	Legal Provisions	1.3.3	Wages and conditions of work:
			i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time.
			ii. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
		<u>Add</u> the	e following new sub-clause:
		4.3.4	Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.
		Add the	e following new sub-clause:
		4.3.5	The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
		Add the	e following new sub-clause:
		4.3.6	Contractor's Designer

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION
		The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract
5.12	Extension of time for Practical Completion	Addthe following new sub-clause5.12.5Critical path provision
		A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
		Add the following new sub-clause
		5.12.6Extension of time due to abnormal rainfall
		Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.
		Method 1: Rainfall formula method
		The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.
		Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:
		$V = \left(N_w - N_n\right) + \frac{\left(R_w - R_n\right)}{X}$

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION
		If V is negative and its absolute value exceeds $N_n$ , then V shall be equal to minus $N_n$ .
		If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.
		The symbols shall have the following meaning:
		V = Extension of time in calendar days in respect of the calendar month under consideration
		N <sub>w</sub> = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
		$R_w = Actual rainfall in mm for the calendar month under consideration.$
		$N_n$ = Average number of days as derived from existing rainfall records, on which a rainfall or Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of $N_n$ will be provided in the Specifications.
		$R_n$ = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of $R_n$ will be provided in the Project Specifications.
		X = 20 unless otherwise provided in the Project Specifications
		Y = 10 unless otherwise provided in the Project Specifications
		The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of $N_n$ and $R_n$ being used.
		The factor ( $N_w - N_n$ ) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.
		The factor $\frac{\left(R_w - R_n\right)}{X}$ shall be considered to represent
		A a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor ( $N_w - N_\eta$ ), prevented or disrupted work during the calendar month.

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION
		Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.
		This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub- Clause (42.5 Critical Plath Provision) hereof.
		Method 2: Expected delay method
		The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.
		Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.
		Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.
		The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.
6.1	Payment to Contractor	Add the following new sub-clause:
		6.1.2 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relive the Contractor in any way of his obligations either in contract or in delict.
		Add the following new sub-clause
		6.1.3 The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE,

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION	
		unless otherwise stated in the Data provided by Employer.	
6.2	Security	Add the following new sub-clause:	
		6.2.4 As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.	
6.3	Penalties and Termination	Settlement of Disputes 1 Table 5. Bid Prices must be stated in South African Currency. The Provisional Quantities in the Pricing Schedule are for evaluation purposes, the successful bidder will be appointed based on Rates.	
		<ul> <li>The Service Provider will incur Penalties for Services to be rendered that are not supplied within the stipulated time.</li> <li>Should the service offer substandard or incomplete work the City has the right to get another service provider appointed for another area to complete the incomplete or pending work.</li> </ul>	
		• Any damages which may occur as a result of poor supervision shall be to the account of the Service Provider.	
		• The Service Provider will also be held responsible for the safety of all persons working on site.	
		• The Service Provider will be responsible and answerable for any legal proceedings resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities with the operation of the facility. Settlement of disputes shall be in accordance with GCC and COT Supply Chain Management Policy. Mediation proceedings shall be as agreed between the parties	
6.5	Warranty	All Repairs shall be guaranteed for a minimum of 3 months from the date of repair, maintenance and commissioning. The warranty must only be applicable from the date it is delivered/installed on City of Tshwane s premisses Premises	
8.6	Insurances	Replace clause 8.6 with the following:	
		8.6 Insurances	
		8.6.1 Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until	

CLAUSE /SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
			the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):
		8.6.2	The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data:
			a. Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits;
			b. From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;
			c. During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;
			<ul> <li>d. Removal of debris;</li> <li>e. Surrounding property</li> <li>f. Work away;</li> <li>g. Offsite storage</li> <li>h. Temporary repairs;</li> <li>i. Contribution clause – marine;</li> <li>j. Escalation during Contract Period;</li> <li>k. Post loss escalation;</li> <li>l. Automatic reinstatement;</li> <li>m. Principals maintenance;</li> <li>n. Property taken over;</li> <li>o. Beneficial occupation;</li> <li>p. Escalation due to currency fluctuation;</li> <li>q. Manufacturers guarantees</li> </ul>
		8.6.3	The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:

CLAUSE /SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
		a. b.	Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor); Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT).
		The wor insu app insu dep	urance premium payable E Employer will pay the insurance premium for the ks damage and public liability insurance cover. The urance premium will be calculated based on the proved Capital Budget per financial year and the urance premium will be charged out to the relevant partments by the Section: Insurance and Risk magement.
		The add inte the	ditional insurance by the Employer Employer shall be free to effect at his own cost any litional insurance, which he deems necessary in own rest to cover loss or damage not insured in terms of insurance policies of Sub-Clause 35.1.1 of this use.
		The and whi cov inst of t	ditional insurance by the Contractor / Subcontractor e Contractor and Sub-contractor shall be free to effect I maintain at their own cost any additional insurance ch the Contractor/Subcontractor deem necessary to er damage, loss or injury not insured in terms of the urance effected by the Employer's insurer. The cost he additional insurance will be for the account of the ntractor/Subcontractor.
		The ack	ntractor satisfied with insurance e submission of a tender shall be construed as nowledgement by the Contractor that he is satisfied in the insurance cover affected by the Employer.
		The	ntractor to observe conditions Contractor shall give all notices and observe all ditions and requirements imposed by the relevant

CLAUSE / SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
			insurance policies, which shall be binding on the Contractor.
		8.12	Contractor to insure
			The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:
			a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.
			b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited.
			c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.
			d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have compiled with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.
			e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation:
			<ul> <li>Compensation for Occupational Injuries and disease, 1993</li> <li>Unemployment Insurance Act, 1996</li> <li>The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended.</li> </ul>

CLAUSE / SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
		8.13	The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.
		8.14	Reporting of incidents
			In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Project Manager will adhere to the following procedures:
			<ul> <li>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.</li> <li>b. The Project Manager will be responsible to</li> </ul>
			b. The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.
			c. The following documentation must be included with the claim documentation:
			<ul> <li>Photos of damages caused or suffered as proof or substantiation of the claims.</li> </ul>
			d. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.
			e. The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer,

CLAUSE /SUB- CLAUSE	DESCRIPTION		VARIATION / ADDITION
			the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
		8.15	Reporting of catastrophic incidents
			In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:
			<ul> <li>a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.</li> <li>b. The Project Manager must notify the Section:</li> </ul>
			Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.
			c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
			d. The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.
		8.16	Reporting of crime related incidents
			All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South

CLAUSE /SUB- CLAUSE	DESCRIPTION	VARIATION / ADDITION
		African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.
		8.17 Claim documentation
		The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.
		The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.
		Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.
		8.18 Authorization of claim forms
		It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Director must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.
		8.19 Contractor to pay deductibles
		Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.

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

	CLAUSE/OPTION	DATA	
1. 1. 1. 13	The Defects Liability period is:	<b>12 (twelve) mont</b> Completion.	hs from the date of the Certificate of
1. 1. 1. 15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.	
1. 1. 1. 26	The Pricing Strategy is:	Re-measurement Contract	
1. 2. 1. 2	The address of the Employer is:	Address:	Number 320 Madiba street Tshwane House Building Pretoria CDB 0002
		E-Mail Address:	hansiebr@tshwane.gov.za

	CLAUSE/OPTION	DATA		
2	The documentation required before commencement with Works execution are:	<ul> <li>Health and Safety</li> <li>Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2)</li> <li>A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)</li> </ul>		
5. 3. 2	The time to submit the documentation required from the Commencement Date is:	14 days		
5. 8. 1	The non-working days are:	Sundays		
	The special non-working days are:	Statutory public holidays		
5. 16 .3	The latent defect period is:	10 (ten) Years		
6. 2. 1	Type of security for due performance:	<ul> <li>Guarantee from approved financial institution or cash deposit.</li> <li>The Form of Guarantee is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.</li> </ul>		
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for <u>10 (ten) %</u> of the Contract Sum of the Work Package allocated, excluding contingencies and VAT.		
6. 2. 2	Retention money guarantee	Not permitted		
6. 8. 2	Adjustment in rates and/or prices	<ul> <li>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</li> <li>The urban area nearest the Site is <u>Tshwane</u>.</li> <li>The base month is <u>the month prior to the closing of the procurement process required for a financial offer</u>.</li> </ul>		
21 .1	Delays in the supplier's performance			
		• Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.		
		If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter		

CLAUSE/OPTION			DATA		
		-	conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.		
22	Penalties	•	22.1Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.		
23	Delays	•	Penalty Clause ( <b>GCC Clause 23</b> ). For delays: GCC Clause 23.1 The applicable rate is 1% per week and the maximum deduction is 10% of the contract price.		
24	Antidumping and countervailing	•	Clause 24 of the General Conditions of Contract SAICE (GCC) addresses antidumping and countervailing duties and rights. It states that the State is not liable for any amounts required or imposed after the date of RFQ, including: Provisional payments Anti-dumping or countervailing duties Increases in the amount of a provisional payment or antidumping or countervailing right If a provisional payment is no longer required, or an antidumping or countervailing right is abolished or reduced, the supplier must pay the purchaser the favorable difference. The purchaser can also deduct the amounts from any money owed to the supplier.		
25	Force Majeure	•	Clause 25 of the General Conditions of Contract (GCC) in South Africa states that a supplier is not liable for damages, termination, or forfeiture of their performance security if a force majeure event prevents them from performing their obligations		

# C1.2.4DATA PROVIDED BY THE CONTRACTOR

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

Part tw	o - Data provided by the	Employer

## FOR AND ON BEHALF OF THE CONTRACTOR:

NAME: (in BLOCK letters)				
CAPACITY: (of authorized agent)	-			
SIGNATURE: (of authorized agent)	-			
SIGNED at		on this	day of	
WITNESSES: (Full name in BLOCK signature)	letters and			
	1.			
	2.			

## C1.3HEALTH AND SAFETY AGREEMENT

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

#### CITY OF TSHWANE

(Hereinafter referred to as the "EMPLOYER")

AND

"CONTRACTOR")

\_\_\_\_\_ (herein after referred to as the

Herein represented by \_\_\_\_\_\_ duly authorised by \_\_\_\_\_\_ this/her capacity as \_\_\_\_\_\_ duly authorised by virtue of a resolution dated \_\_\_\_\_\_, attached hereto Annexure A, of the said

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

## CONTRACT: GPM -2023/24 THE TENDER TO APPOINT SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, INSTALL AND COMMISSIONING OF STAND-BY FIXED GENERATOR SETS COMPLETE WITH THE CONTROL SWITCHGEAR, SUPPLY OF MOBILE STAND-BY GENERATOR SETS AND A MAINTENANCE CONTRACT FOR ROUTINE MAINTENANCE AND REPAIR OF THE STANDBY GENERATOR SETS, AS AND WHEN REQUIRED OVER A THREE (3) YEAR PERIOD

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

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

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect

any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

## FOR AND ON BEHALF OF THE CONTRACTOR:

NAME: (in BLOCK letters)			
CAPACITY: (of authorized agent)			
SIGNATURE: (of authorized agent)			 
SIGNED at		or th	day of
WITNESSES: (Full name in BLOCK le and signature)	tters		
	1.		
	2.		

## FOR AND ON BEHALF OF THE EMPLOYER:

NAME: (in BLOCK letters)			
CAPACITY: (of authorized agent)			
SIGNATURE: (of authorized agent)			
SIGNED at	onthis	dayof	
WITNESSES:			

(Full name in BLOCK letters and signature)

CITY OF TSHWANE GROUP PROPERTY

BID NUMBER: GPM – 2023/24

GPM -2023/24 The tender to appoint service providers for the maintenance, repair, supply, delivery, offloading, installation and commissioning of stand-by mobile and fixed generator sets complete with the control switchgear, as and when required over a three (3) year period.

PART C2: PRICING DATA

PRICING DATA

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Section	Description	Page No
C2.1	PRICING INSTRUCTIONS	C2.1
C2.2	BILL OF QUANTITIES	C2.2

#### CITY OF TSHWANE GROUP PROPERTY DEPARTMENT

#### BID NO: GPM – 2023/24

GPM -2023/24 The tender to appoint service providers for the maintenance, repair, supply, delivery, offloading, installation and commissioning of stand-by mobile and fixed generator sets complete with the control switchgear, as and when required over a three (3) year period.

#### C2.1 PRICING INSTRUCTIONS

1. General

1.1This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule shall be completed in non-erasable black ink pen and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2The Bill of Quantities shall be read with all the documents which form part of this Contract.

1.3The following words shall have the meanings hereby assigned to them:

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

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

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

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

Lump sum:An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

2. Pay Items

2.1The method of measurement published by the City of Tshwane in section 001 clause 04 and the clauses titled "Measurement and Payment" in the various sections of the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005, is applicable, subject to the variations and amendments contained in section C3.5.

2.2Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work,

conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

2.3The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.

2.4Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letter LI in a separate column filled in against every item so designated. The works, or parts of the 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 work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

2.5Payment for items which are designated to be constructed labour-intensive (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised 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.

2.6Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

2.7The quantities set out in the Bill of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

2.8The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour			
m	=	metre kg	=	kilograi	m			
km	=	kilometre	t	=	ton (10	00kg)		
m2	=	square metre	no.	=	number			
m2.pass	=	square meter pa	ISS	sum	=	lump sum		
ha	=	hectare MN	=	megan	ewton			
m3	=	cubic metre	MN.m	=	megan	ewton-metre		
m3.km	=	cubic metre-kilor	metre	PC sur	n=	Prime Cost s	um	
	=	litre P/sum	=	Provisi	onal sum	n		
kl	=	kilolitre %	=	Per cer	nt			
MPa	=	megaspascal	kW	=	kilowatt			
PS	=	Pipe Special nu	mber		V	V	/alve	number

#### 3.

Rates

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

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

The Tenderer shall fill in a rate against all items.

The Tenderer shall not group together several items and tender one rate for such group of items. 3.5All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.

3.6All prices and rates entered in the Bill of Quantities must be excluding VAT. VAT will be added last on the summary page of the Bill of Quantities.

3.7Should excessively high unit prices be tendered; such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

3.8 The values/amounts of certificates issued shall be adjusted in accordance with Contract Price Adjustment (CPA) Schedule as per tables below:

The values of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients are: a = 0.20
a = 0.20
b = 0.40
c = 0.25
d = 0.15
The site or largest part thereof shall be deemed to be located in the national province of Gauteng
The applicable industry for the Producer Price index for materials is Building and Construction Civil Engineering.
The area for the Producer Price Index for fuel is Witwatersrand.
The base month is the month before the month in which the tenders close.

	ioning modification				
6.8.2	Adjustment prices	in	rates	and/or	<ul> <li>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</li> <li>"L" is the "Labour Index" and shall be Gauteng, under CPI as published by Statistics South Africa.</li> </ul>
					"P" is the "Plant Index" and shall be Plant and equipment, under Mining and construction plant and equipment price index as published by Statistics South Africa.
					"M" is the "Material Index" and shall be Civil Engineering – total, under Civil engineering material price indices as published by Statistics South Africa.
					"F" is the "Fuel Index" and shall be Diesel, under PPI as published by Statistics South Africa.
					Coefficient Description Value

Only approved tendered rates will apply for work executed and the contractor must ensure that the subcontractors are paid a market related price for work done. The contractor will be compensated for the additional site supervision, management of subcontractors, material management, training and personal protective clothing that may be required for the subcontractors per month per subcontractor.

4 SPECIAL CONDITIONS:

Tenderers will be awarded per part, CIDB part 1 and 2 5EB or higher and or CIDB rating part 2 3EB or higher,

CORRECTION OF ENTRIES MADE BY TENDERER Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the tenderer desires NB:

The Tender is a RATES ONLY TENDER, Quantities are there mainly for evaluation purposes.

Part C2: Bill of Quantities

CITY OF TSHWANE GROUP PROPERTY DEPARTMENT

The tender to appoint service providers for the maintenance, repair, supply, delivery, offloading, installation and commissioning of stand-by mobile and fixed generator sets complete with the control switchgear, as and when required over a three (3) year period.

## PART 1: PRICING INSTRUCTIONS

#### 1.1 General

- 1.1.1 This section provides the tenderer with guidelines and requirements about the completion of the Price Schedule. The Schedule must be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.1.2 The Price Schedule shall be read with all the documents which form part of this tender.
- 1.1.3 The following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
  - Quantity: The number of units of work for each item.
  - Rate: The payment per unit of work at which the tenderer tenders to do the work.
  - Amount: The product of the quantity and the rate tendered for an item.

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

Part C2: Bill of Quantities

- **1.1.5** The item numbers appearing in the Price Schedule refer to the corresponding item.
- **1.1.6** The pricing is required for single unit quantities set out in the Price Schedule are the estimated quantities of the Works, but the Service Provider will be required to undertake whatever quantities may be directed by the COT from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 1.1.7 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

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

#### 1.2 Prices

- 1.2.1 The prices to be inserted in the Price Schedule are to be full inclusive prices for the work described under the items. Such prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 1.2.2 The bidder must complete all sub-items in the pricing schedule to be evaluated for the item.
- **1.2.3** All items quoted are for a single unit or as specified in the price schedule.
- 1.2.4 An item against which no price is entered will be disqualified under the item unless the Tenderers clearly indicate if the price is "included under item number...." or

## Part C2: Bill of Quantities

"provided elsewhere under item number..." will be accepted as a price of nil (R0,00) having been entered against such items and covered by the other prices in the Price Schedule only if clearly indicated under which item number it has been covered under.

- **1.2.5** Any work executed to which such a price applies, shall be measured under the appropriate items in the Price Schedule and valued at a price of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract/service level agreement.
- **1.2.6** The Tenderer shall fill in a unit price in rand against all items for each of the three (3) years in the respective item row and column. The intention is that the price shall apply should work under this item be required.
- **1.2.7** The tenderer shall not group together several items and tender one price for such group of items.
- 1.2.8 All prices and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- **1.2.9** All prices entered in the Price Schedule must exclude VAT as indicated. VAT will be added last on the summary row of the Price Schedule as indicated.
- **1.2.10** Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the COT.

#### CORRECTION OF ENTRIES MADE BY TENDERER

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

Part C2: Bill of Quantities

C2.2 BILL OF QUANTITIES

BILL OF Q	JANTITIES: FIXED AND MOBILE STAND-BY GENERA	TORS					
PART 1:							
SUPPLY A	ND INSTALLATION (REQUIREMENT 5EB OR HIGHER	2)					
Item	Description			Esti mate d Qua ntity	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
				(p.a)	(R)		(R)
	SCHEDULE NO. 1 SUPPLY AND INSTALLATION OF 50KVA DIESEL GENERATOR						
1,1	50kVA STANDBY DIESEL GENERATOR						
	Supply, delivery, installation, testing, commissioning ar condition and maintenance during guarantee period. W attenuated enclosure as standard option. Starter Batte supplied with generator. Control Panel complete with A	/eatherp ries – fo	roof sound r generator				

	of Quantities         including all internal wiring . Testing, Inspection and Commissioning included. 12-         Month Guarantee and Maintenance contract as described in the specification         Annexure 1 - Clause 7 included. Maintenance manuals and documentation must         be included in a slanted holder on the inside of the enclosure. No additional cost				
	will be entertained. All additional equipment required to complete the work must be included in the item pricing.				
1.1.1	50kVA Standby Diesel Generator complete with set mounted day tank as specified	5		EA	
1.1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 4m x 3m size	5		EA	
1,2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
1.2.1	Supply and installation of Circuit Breakers	10		EA	
ltem	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
	80Amps, 3-phase, 5kA	(1 - 7			
1.2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable	500		P/ Me ter	

25mm2 4core			
Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable	500	P/ Me ter	
25mm2			
Excavation and trenching for cables - 500mm depth x 300mm wide as per SANS 10142	200	P/ Me ter	
200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void	200	P/ Me ter	
Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	5	EA	
Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	5	EA	
SUB TOTAL SCHEDULE 1 EXCL. VAT			
	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable         25mm2         Excavation and trenching for cables - 500mm depth x 300mm wide as per SANS 10142         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	Supply, installation and termination of Kwena or composite stranded Anti-theft       500         25mm2	Supply, installation and termination of Kwena or composite stranded Anti-theft       500       P/         25mm2

#### Schedule No. 2: SUPPLY AND INSTALLATION 100kVA STANDBY DIESEL GENERATOR Uni Esti Estimated t of mate d Quantity Me Amount per item Item Description Amount Qua as ntity ure (R) (p.a) (R) SCHEDULE NO. 2 2.1 **100kVA STANDBY DIESEL GENERATOR** Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries - for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12-Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional cost will be entertained. All additional equipment required to complete the work must be included in the item pricing. 100kVA Standby Diesel Generator complete with set mounted day tank as 2 2.1.1 EΑ specified

Amount per item
A

ar <u>t CZ: Bill</u>	of Quantities					
2.2.4	Excavation and trenching for cables - 500 wide	0mm depth x 300mm	200		P/ Me ter	
2.2.5	200mm cable tray complete with all fixing material surfact on in ceiling void	ce mounted or susper	ded 200		P/ Me ter	
2.2.6	Issue of Certificate of compliance as per SANS 10142-1 additional circuits in the existing Main Distribution Boards		the 2		EA	
2.2.7	Preliminary and Generals including transport within the C insurance and relevant OHS Health and Safety	2		EA		
	SUB TOTAL SCHEDULE 2 EXCL. VAT					
Schedule	No. 3: SUPPLY AND INSTALLATION 150kVA STANDBY D	DIESEL GENERATOR	2			
Item	Description	Esti mate d Qua ntity	Estimated Quantity Amount	Uni t of Me as ure	Amount per item	
			(p.a)	(R)		(R)
	SCHEDULE NO. 3					

3,1	150kVA STANDBY DIESEL GENERATOR			
	Supply, delivery, installation, testing, commissioning and handing over in working	ng		
	condition and maintenance during guarantee period. Weatherproof sound			
	attenuated enclosure as standard option. Starter Batteries – for generator			
	supplied with generator. Control Panel complete with Automatic Transfer Switc	h		
	including all internal wiring . Testing, Inspection and Commissioning included.	12-		
	Month Guarantee and Maintenance contract as described in the specification			
	Annexure 1 - Clause 7 included. Maintenance manuals and documentation mu			
	be included in a slanted holder on the inside of the enclosure. No additional cost			
	will be entertained. All additional equipment required to complete the work mus	t		
	be included in the item pricing.			
3.1.1	150kVA Standby Diesel Generator complete with set mounted day tank as specified	2	EA	
	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days.			
24.0	Reinforcing must have a minimum concrete covering of 50mm, all reinforcing b	ars	<b>_</b> ^	
3.1.2	to measured and bend in accordance with SANS 1478, type and size Y12, 5m	x 2	EA	
	4m size			

	of edulation of ed				
Item	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
3,2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
3.2.1	Supply and installation of Circuit Breakers				
	225Amps, 3-phase, 10kA	4		EA	
3.2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				
	95mm2 4core	500		М	
3.2.3	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable				
	70mm2	500		М	
3.2.4	Excavation and trenching for cables - 500mm depth x 300mm wide	200		М	
3.2.5	200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void	200		М	
3.2.6	Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	2		EA	
3.2.7	Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	2		EA	
	SUB TOTAL SCHEDULE 3 EXCL. VAT				

Schedule	No. 4: SUPPLY AND INSTALLATION 200kVA STANDE	BY						
DIESEL	GENERATOR							
Item	Description	_		-	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount (R)	Uni t of Me as ure	Amount per item (R)
	SCHEDULE NO. 4							
	200kVA STANDBY DIESEL GENERATOR	1						
							1	<u> </u>
4,1	Supply, delivery, installation, testing, commissioning condition and maintenance during guarantee period. attenuated enclosure as standard option. Starter Batt supplied with generator. Control Panel complete with including all internal wiring . Testing, Inspection and C	Weather eries – fo Automat	proof sound or generator tic Transfer Sv	vitch	6		EA	

•=	of Quantities				
	Month Guarantee and Maintenance contract as described in the specification				
	Annexure 1 - Clause 7 included. Maintenance manuals and documentation must				
	be included in a slanted holder on the inside of the enclosure. No additional cost				
	will be entertained. All additional equipment required to complete the work must be included in the item pricing.				
4.1.1	200kVA Standby Diesel Generator complete with set mounted day tank as specified	6		EA	
4.1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	6		EA	
ltem	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
4,2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
4.2.1	Supply and installation of Circuit Breakers	12		EA	
	300Amps, 3-phase, 10kA				
	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				

or Quantities					•	-
70mm2 4core			500		P/ Me ter	
150mm2 4core			500		P/ Me ter	
Supply, installation and termination of BCEW						
50mm2		500		P/ Me ter		
70mm3		1000		P/ Me ter		
Excavation and trenching for cables - 500 mm depth x 300mm v	wide		500		EA	
200mm cable tray complete with all fixing material surface mour on in ceiling void	nted or suspe	nded	200		EA	
		nd the	6		EA	
Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety			6		EA	
SUB TOTAL SCHEDULE 4 EXCL. VAT						
	70mm2 4core         150mm2 4core         Supply, installation and termination of BCEW         50mm2         70mm3         Excavation and trenching for cables - 500 mm depth x 300mm v         200mm cable tray complete with all fixing material surface mound on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the additional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing Main Distribution Boards as spenditional circuits in the existing	70mm2 4core         150mm2 4core         Supply, installation and termination of BCEW         50mm2         70mm3         Excavation and trenching for cables - 500 mm depth x 300mm wide         200mm cable tray complete with all fixing material surface mounted or susper on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the Generator ar additional circuits in the existing Main Distribution Boards as specified         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	70mm2 4core         150mm2 4core         Supply, installation and termination of BCEW         50mm2         70mm3         Excavation and trenching for cables - 500 mm depth x 300mm wide         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	70mm2 4core       500         150mm2 4core       500         Supply, installation and termination of BCEW       500         Supply, installation and termination of BCEW       500         70mm2       500         70mm3       1000         Excavation and trenching for cables - 500 mm depth x 300mm wide       500         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void       200         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified       6         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety       6	70mm2 4core       500         150mm2 4core       500         Supply, installation and termination of BCEW       500         50mm2       500         70mm3       1000         Excavation and trenching for cables - 500 mm depth x 300mm wide       500         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void       200         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified       6         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety       6	70mm2 4core       500       P/         150mm2 4core       500       Me         150mm2 4core       500       Me         Supply, installation and termination of BCEW       500       Me         50mm2       500       Me         70mm3       500       Me         1000       Me       ter         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void       500       EA         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void       200       EA         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified       6       EA         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety       6       EA

	Schedule No. 5: SUPPLY AND INSTALLATION 275kVA STANDBY DIESEL GENERATOR						
Item	Description			Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
	SCHEDULE NO. 5						
5.4	275kVA STANDBY DIESEL GENERATOR						
5,1	275KVA STANDBY DIESEL GENERATOR						
	Supply, delivery, installation, testing, commissioning and ha condition and maintenance during guarantee period. Weath attenuated enclosure as standard option. Starter Batteries supplied with generator. Control Panel complete with Autor including all internal wiring . Testing, Inspection and Comm Month Guarantee and Maintenance contract as described in Annexure 1 - Clause 7 included. Maintenance manuals and be included in a slanted holder on the inside of the enclosu will be entertained. All additional equipment required to cor be included in the item pricing.	herproof sound – for generator natic Transfer S issioning incluc n the specificat I documentation re. No addition	Switch led. 12- ion n must al cost				

rai <u>t 62. Dill (</u>	JI Quantities			
5.1.1	275kVA Standby Diesel Generator complete with set mounted day tank as specified	2	EA	
5.1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	2	EA	

ŧm	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
2.1	Supply and installation of Circuit Breakers				
	400Amps, 3-phase, 10kA	4		EA	
2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				
2.2	120mm2 4core	500		P/ Me ter	

150mm2 4core	500	P/	
		Me	
		ter	
Supply, installation and termination of Kwena or composite stranded Anti-theft			
earthing cable			
70mm2	1000	P/	
		Ме	
		ter	
Excavation and trenching for cables - 500mm depth x 300mm wide	200	P/	
		Ме	
		ter	
200mm cable tray complete with all fixing material surface mounted or suspended	200	P/	
on in ceiling void		Me	
		ter	
Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	4	EA	
Preliminary and Generals including transport within the CoT Municipal Area,	4		
insurance and relevant OHS Health and Safety		EA	
SUB TOTAL SCHEDULE 5 EXCL. VAT			

#### chedule No. 6: SUPPLY AND INSTALLATION 350kVA STANDBY DIESEL GENERATOR Uni Esti t of Estimated mate Quantity Me Amount per item d Description m Amount as Qua ure ntity (p.a) (R) (R) SCHEDULE NO. 6 350kVA STANDBY DIESEL GENERATOR Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries - for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12-Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional cost will be entertained. All additional equipment required to complete the work must be included in the item pricing. 350kVA Standby Diesel Generator complete with set mounted day tank as 2 1.1 ΕA specified

Part C2:	Bill of Quantities			
1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	2	EA	

em	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
2.1	Supply and installation of Circuit Breakers				
	500Amps, 3-phase, 10kA	4		EA	
2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable	500		P/ Me ter	
.2. 1	120mm2 4core	500		P/ Me ter	
.2. 2	150mm2 4core	500		P/ Me ter	
2.3	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable			P/ Me ter	

Part C2	: Bill of Quantities						
	70mm2			1000		P/ Me ter	
2.4	Excavation and trenching for cables - 500mm depth x 300m		250		P/ Me ter		
2.5	200mm cable tray complete with all fixing material surface r on in ceiling void	pended	250		P/ Me ter		
2.6	Issue of Certificate of compliance as per SANS 10142-1 for additional circuits in the existing Main Distribution Boards as		and the	4		EA	
2.7	Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety					EA	
	SUB TOTAL SCHEDULE 6 EXCL. VAT						
chedule N	Io. 7: SUPPLY AND INSTALLATION 500kVA STANDBY DIE	SEL GENERAT	OR				
۶m	Description			Esti mate d	Estimated Quantity Amount	Uni t of Me	Amount per item

				Qua ntity (p.a)		as	
						ure	
					(R)		(R)
	SCHEDULE NO. 7						
1	500kVA STANDBY DIESEL GENERATOR						
	Supply, delivery, installation, testing, commissioning and handi	ng over in worl	king				
	condition and maintenance during guarantee period. Weatherp						
	attenuated enclosure as standard option. Starter Batteries - for	-					
	supplied with generator. Control Panel complete with Automatic						
	including all internal wiring . Testing, Inspection and Commission	-	12-				
	Month Guarantee and Maintenance contract as described in the	•					
	Annexure 1 - Clause 7 included. Maintenance manuals and do						
	be included in a slanted holder on the inside of the enclosure.						
	will be entertained. All additional equipment required to comple	te the work mu	ist				
	be included in the item pricing.						
1.1	500kVA Standby Diesel Generator complete with set mounted day tank as					EA	
	specified			2			
	Concrete plinth for Concreter act, concrete strength 25Mpc at (						
	Concrete plinth for Generator set, concrete strength 25Mpa at 2	•	horo				
1.4	Reinforcing must have a minimum concrete covering of 50mm, to measured and bend in accordance with SANS 1478, type an	•		2		EA	
	4m size		1 X				
							+

Part C2: Bill of Quantities Esti Uni mate Estimated t of d Description Quantity Me Amount per item m Qua Amount as ntity ure (p.a) 2 ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION 2.1 Supply and installation of Circuit Breakers 750Amps, 3-phase, 15kA ΕA 4 P/ 2.2 Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable 500 Me ter P/ 120mm2 4core 500 Me ter

150mm2 4core				500		P/ Me ter	
Supply, installation and termination of Kwena or compo earthing cable	osite stra	anded Anti-th	eft				
70mm2				2000		P/ Me ter	
Excavation and trenching for cables - 500mm depth x 3	300mm -	wide		200		P/ Me ter	
200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void						P/ Me ter	
Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified						EA	
Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety			,	4		EA	
SUB TOTAL SCHEDULE 7 EXCL. VAT							
	Supply, installation and termination of Kwena or complearthing cable         70mm2         Excavation and trenching for cables - 500mm depth x         200mm cable tray complete with all fixing material surforming realing void         Issue of Certificate of compliance as per SANS 10142-additional circuits in the existing Main Distribution Board         Preliminary and Generals including transport within the insurance and relevant OHS Health and Safety	Supply, installation and termination of Kwena or composite strate earthing cable         70mm2         Excavation and trenching for cables - 500mm depth x 300mm         200mm cable tray complete with all fixing material surface mouton in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the additional circuits in the existing Main Distribution Boards as specific preliminary and Generals including transport within the CoT Mainsurance and relevant OHS Health and Safety	Supply, installation and termination of Kwena or composite stranded Anti-th earthing cable         70mm2         Excavation and trenching for cables - 500mm depth x 300mm wide         200mm cable tray complete with all fixing material surface mounted or susp on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the Generator a additional circuits in the existing Main Distribution Boards as specified         Preliminary and Generals including transport within the CoT Municipal Area insurance and relevant OHS Health and Safety	Supply, installation and termination of Kwena or composite stranded Anti-theft         earthing cable         70mm2         Excavation and trenching for cables - 500mm depth x 300mm wide         200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void         Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified         Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable200070mm22000Excavation and trenching for cables - 500mm depth x 300mm wide200200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void200Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified4Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety4	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cableImage: Composite stranded Anti-theft earthing cable70mm22000Excavation and trenching for cables - 500mm depth x 300mm wide200200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void200Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified4Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety4	150mm2 4core500Me terSupply, installation and termination of Kwena or composite stranded Anti-theft earthing cable70mm22000P/ Me terExcavation and trenching for cables - 500mm depth x 300mm wide200P/ Me ter200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void200P/ Me terIssue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified4EAPreliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and SafetyEAEA

				-	
	NO. 8: SUPPLY AND INSTALLATION 650kVA STANDBY				
em	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount (R)	Uni t of Me as ure	Amount per item (R)
	SCHEDULE NO. 8				
1	650kVA STANDBY DIESEL GENERATOR				
	Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries – for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12-Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional cost will be entertained. All additional equipment required to complete the work must be included in the item pricing.				
1.1	650kVA Standby Diesel Generator complete with set mounted day tank as specified	1		EA	

Part C	2: Bill of Quantities				
1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	1		EA	
2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
2.1	Supply and installation of Circuit Breakers				
	850Amps, 3-phase, 15kA	2		EA	
m	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				
	120mm2 4core	500		М	
	150mm2 4core	500		М	
2.3	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable				
	70mm2	1000		М	
2.4	Excavation and trenching for cables - 500mm depth x 300mm wide	250		М	

•								
Part C2:	art C2: Bill of Quantities							
2.5	200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void	250	М					
2.6	Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	2	EA					
2.7	Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety		EA					
	SUB TOTAL SCHEDULE 8 EXCL. VAT							

chedule N	IO. 9: SUPPLY AND INSTALLATION 800kVA STANDBY	DIESEL	GENERAT	OR				
em	Description			Esti mate d Qua ntity (p.a)	Estimated Quantity Amount (R)	Uni t of Me as ure	Amount per item (R)	
	SCHEDULE NO. 9							
		L. L		1				
1	800kVA STANDBY DIESEL GENERATOR							
	Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries – for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12- Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional cost will be entertained. All additional equipment required to complete the work must be included in the item pricing.			witch d. 12- on must cost				
1.1	800kVA Standby Diesel Generator complete with set m specified	nounted d	lay tank as		1		EA	

Part C2	: Bill of Quantities				
1.2	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	1		EA	
		Esti mate	Estimated	Uni t of	
em	Description	d Qua ntity (p.a)	Quantity Amount	Me as ure	Amount per item
1.9	Maintenance manuals and documentation				
2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
2.1	Supply and installation of Circuit Breakers				
	1200Amps, 3-phase, 30kA	2		EA	
2.2	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				
.2. 1	120mm2 4core	500		М	

Part C2	2: Bill of Quantities			1
.2. 2	150mm2 4core	500	М	
2.3	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable			
	70mm2	1000	M	
2.4	Excavation and trenching for cables - 500mm depth x 300mm wide	250	М	
2.5	500mm cable tray complete with all fixing material surface mounted or suspende on in ceiling void	d 250	М	
2.6	Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	e 2	EA	
2.7	Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	2	EA	
	SUB TOTAL SCHEDULE 9 EXCL. VAT			

ı	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
			(R)		(R)
	SCHEDULE NO. 10				
	1000kVA STANDBY DIESEL GENERATOR				
	Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries – for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12-Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional cost will be entertained. All additional equipment required to complete the work must be included in the item pricing.				
•	1000kVA Standby Diesel Generator complete with set mounted day tank as specified	1		EA	

Part C2	2: Bill of Quantities				
0.1.	Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars to measured and bend in accordance with SANS 1478, type and size Y12, 5m x 4m size	1		EA	
em	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
).2	ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
).2.	Supply and installation of Circuit Breakers				
	1500Amps, 3-phase, 35kA	2		EA	

Part C2:	Bill of Quantities			
).2.	Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable		EA	
0.2 .1	120mm2 4core	500	EA	
).2. 2	150mm2 4core	500	EA	
0.2.	Supply, installation and termination of Kwena or composite stranded Anti-theft earthing cable		EA	
	70mm2	1000	EA	
0.2.	Excavation and trenching for cables - 500mm depth x 300mm wide	250	EA	
0.2.	200mm cable tray complete with all fixing material surface mounted or suspended on in ceiling void	250	EA	
0.2.	Issue of Certificate of compliance as per SANS 10142-1 for the Generator and the additional circuits in the existing Main Distribution Boards as specified	1	EA	
0.2.	Preliminary and Generals including transport within the CoT Municipal Area, insurance and relevant OHS Health and Safety	1	EA	
	SUB TOTAL SCHEDULE 10 EXCL. VAT			

#### Part C2: Bill of Quantities chedule No. 11: SUPPLY AND INSTALLATION 1250kVA STANDBY DIESEL GENERATOR Uni Esti t of Estimated mate Quantity Me Amount per item d Description em Amount Qua as ure ntity (p.a) (R) (R) SCHEDULE NO. 11 .1 1250kVA STANDBY DIESEL GENERATOR Supply, delivery, installation, testing, commissioning and handing over in working condition and maintenance during guarantee period. Weatherproof sound attenuated enclosure as standard option. Starter Batteries - for generator supplied with generator. Control Panel complete with Automatic Transfer Switch including all internal wiring . Testing, Inspection and Commissioning included. 12-Month Guarantee and Maintenance contract as described in the specification Annexure 1 - Clause 7 included. Maintenance manuals and documentation must be included in a slanted holder on the inside of the enclosure. No additional costing will be entertained. All additional equipment required to complete the work must be included for, in the item pricing. .1. 1000kVA Standby Diesel Generator complete with set mounted day tank as ΕA 1 specified .1. Concrete plinth for Generator set, concrete strength 25Mpa at 28 days. EΑ 1 Reinforcing must have a minimum concrete covering of 50mm, all reinforcing bars

to measured and bend in accordance with SANS 1478, type and size Y12, 7m x				
5m size				
	Esti mate		Uni	
	d	Estimated	t of	A
Description	Qua	Quantity Amount	Me as	Amount per item
	ntity	Amount	ure	
	(p.a)			
ELECTRICAL INSTALLATION AND EQUIPMENT MODIFICATION				
Supply and installation of Circuit Breakers				
1500Amps, 3-phase, 35kA	2		EA	
 Supply, Installation and termination of PVC/PVC/SWA/PVC Cu Cable				

	: Bill of Quantities				
l.2. 1	120mm2 4core		200	EA	
1.2 .2	150mm2 4core		200	EA	
.2 .2.	Supply, installation and termination of Kwena or composite strand earthing cable				
	70mm2	500	EA		
.2.	Excavation and trenching for cables - 500mm depth x 300mm wid	250	М		
.2.	200mm cable tray complete with all fixing material surface mounte on in ceiling void	250	М		
.2.	Issue of Certificate of compliance as per SANS 10142-1 for the Ge additional circuits in the existing Main Distribution Boards as speci	1	EA		
.2.	Preliminary and Generals including transport within the CoT Munic insurance and relevant OHS Health and Safety	cipal Area,	1	EA	
	SUB TOTAL SCHEDULE 11 EXCL. VAT				

neaule	No. 12: SUPPLY 50kVA STANDBY MOBILE DIESEL GENERAT	JR					
m	Description		<u> </u>	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
.1	50kVA STANDBY MOBILE DIESEL GENERATOR						
	<ul> <li>Supply, delivery, testing, commissioning and handing over in w and maintenance during guarantee period. Weatherproof source enclosure as standard option. Starter Batteries – for generator generator. Control Panel complete with Automatic Transfer Sw internal wiring. Testing, Inspection and Commissioning included Guarantee and Maintenance contract as described in the speci 1 - Clause 7 included. Maintenance manuals and documentatic included in a slanted holder on the inside of the enclosure.</li> <li>Generator must be supplied with roadworthy licensed trailer in weight category. No additional cost will be entertained. All a equipment required to complete the work must be included pricing</li> </ul>	d attenuated supplied with itch including d. 12- Month fication Anno on must be line with gen additional	h g all exure erator				
2.1.	50kVA Mobile Standby Diesel Generator complete with set more specified	unted day ta	nk as	2		EA	
	SUB TOTAL SCHEDULE 12 EXCL. VAT						

chedule	No. 13: SUPPLY 100kVA STANDBY MOBILE DIESEL GENERATOR				
		Esti		Uni	
		mate	Estimated	t of	
	Description	d	Quantity	Me	Amount per item
em	Description	Qua	Amount	as	
		ntity		ure	
		(p.a)	(R)		(R)
8.1	100kVA STANDBY MOBILE DIESEL GENERATOR				
	Supply, delivery, testing, commissioning and handing over in working condition				
	and maintenance during guarantee period. Weatherproof sound attenuated				
	enclosure as standard option. Starter Batteries – for generator supplied with				
	generator. Control Panel complete with Automatic Transfer Switch including all				
	internal wiring. Testing, Inspection and Commissioning included. 12- Month				
	Guarantee and Maintenance contract as described in the specification Annexure				
	1 - Clause 7 included. Maintenance manuals and documentation must be				
	included in a slanted holder on the inside of the enclosure. <b>No additional cost</b>				
	will be entertained. All additional equipment required to complete the work				
	must be included for, in the item pricing Generator must be supplied with roadworthy licensed trailer in line with				
	generator weight category.				
<b>B</b> .1.	100kVA Mobile Standby Diesel Generator complete with set mounted day tank as				
	specified	2		EA	
	SUB TOTAL SCHEDULE 13 EXCL. VAT				
	•				

ART 2:						
EQUIRE	AND ANNUAL SERVICES, REPAIR SERVICES MENT 3EB) ONLY APPLICABLE ON MAINTENANCE AIR NOT APPLICABLE ON PART 1.					
chedule N	lo. 14:					
ONTHLY	MAINTENANCE SERVICES – SERVICE ON DEMAND					
em	Description		Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
					(R)	
	Check Oil levels are correct					
	Radiator core for fouling					
	Radiator hose condition					
	Block heater working					
	Fuel level litres added					
	Fuel solenoid linkage for security					
	Governor operation					

Voltage regular adjustment				
Start battery electrolyte level				
Control battery electrolyte level				
Charging voltage				
Housekeeping clean up				
Record hours run time on start				
Record kwh meter reading				
Check fuel oil water and exhaust for leakage.				
Fan belt tension				
Fan belt wear				
Check battery terminals				
Conduct a thorough clean on the battery terminals.				
Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure	Amount per item
EQUIPMENT FOR MAINTENANCE				
Range of installed generators				
49KVA and below	100		EA	
50KVA to 99KVA	20		EA	
100KVA to 149KVA	20		EA	

Bill of Quantities			10			
			-			
			-			
			1			
800KVA to 1000KVA			1		EA	
SUB-TOTAL SCHEDULE 14 EXCL. VAT						
No. 15:						
AINTENANCE SERVICE – (SERVICE ON DEMAND)						
			Esti mate d	Estimated	Uni t of	
Description			Qua ntity (p.a)	Quantity Amount (R)	Me as ure	Amount per item (R)
	150KVA to 199KVA         200KVA to 274KVA         275KVA to 349KVA         350KVA to 499KVA         500KVA to 649KVA         650KVA to 799KVA         800KVA to 1000KVA         SUB-TOTAL SCHEDULE 14 EXCL. VAT         Image: state	150KVA to 199KVA         200KVA to 274KVA         275KVA to 349KVA         350KVA to 499KVA         500KVA to 649KVA         650KVA to 799KVA         800KVA to 1000KVA         SUB-TOTAL SCHEDULE 14 EXCL. VAT         Image: Sub-TOTAL SCHEDULE 14 EXCL. VAT	150KVA to 199KVA         200KVA to 274KVA         275KVA to 349KVA         350KVA to 499KVA         500KVA to 499KVA         650KVA to 799KVA         800KVA to 1000KVA         SUB-TOTAL SCHEDULE 14 EXCL. VAT         Image: Substantiation of the second s	150KVA to 199KVA       10         200KVA to 274KVA       30         275KVA to 349KVA       10         350KVA to 499KVA       10         500KVA to 649KVA       5         650KVA to 799KVA       1         800KVA to 1000KVA       1         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1         Low 15:       1         MINTENANCE SERVICE – (SERVICE ON DEMAND)       Esti mate d Qua ntity	150KVA to 199KVA       10         200KVA to 274KVA       30         275KVA to 349KVA       10         350KVA to 499KVA       10         50KVA to 499KVA       5         650KVA to 649KVA       5         650KVA to 799KVA       1         800KVA to 1000KVA       1         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1         Io. 15:       1         total Alter and the second seco	150KVA to 199KVA       10       EA         200KVA to 274KVA       30       EA         275KVA to 349KVA       10       EA         350KVA to 499KVA       10       EA         500KVA to 499KVA       5       EA         500KVA to 649KVA       5       EA         650KVA to 799KVA       1       EA         800KVA to 1000KVA       1       EA         800KVA to 1000KVA       1       EA         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1       EA         SUB-TOTAL SCHEDULE 14 EXCL. VAT       1       Incomparison         Incomparison       Incomparison       Incomparison       Incomparison         Incomparison       Incomparison       Incomparison       Incomparison       Incomparison         Incomparison       Incomparison       Incomparison       Incomparison       Incomparison       Incomparison         Incomparison<

Part C2: Bill of Quantities		
The scope of work of the annual maintenance activities shall include all checks		
and tests as detailed under routine maintenance services. In addition, annual		
maintenance services shall also include:		
Replace engine sump oil		
Replace oil filter/s		
empty, flush and refill radiator		
change bypass oil filter		
flush fuel tank		
Replace fuel filter		
Replace air filter/s		
check and clear crankcase breathers		
check all nuts, bolts and clamps		
check starter motor solenoid		
check all electrical connections		
clean engine		
remove and clean air grilles		
inspect/check /fasten all alternator output connections		
clean alternator		
inspect all components and cubicle		
inspect all wiring and terminals		
clean switchboard		
test with load. (30 min)		

2: Bill of Quantities						
Description				Estimated Quantity Amount	Uni t of Me as ure	Amount per item
EQUIPMENT FOR MAINTENANCE						
Range of installed generators						
49KVA and below			100		EA	
50KVA to 99KVA			20		EA	
100KVA to 149KVA			20		EA	
150KVA to 199KVA			10		EA	
200KVA to 274KVA			30		EA	
275KVA to 349KVA			10		EA	
350KVA to 499KVA			10		EA	
500KVA to 649KVA			5		EA	
650KVA to 799KVA			1		EA	
800KVA to 1000KVA			1		EA	
SUB-TOTAL SCHEDULE 15 EXCL. VAT						
	DescriptionEQUIPMENT FOR MAINTENANCERange of installed generators49KVA and below50KVA to 99KVA100KVA to 149KVA150KVA to 199KVA200KVA to 274KVA275KVA to 349KVA350KVA to 499KVA500KVA to 649KVA650KVA to 799KVA800KVA to 1000KVA	Description         EQUIPMENT FOR MAINTENANCE         Range of installed generators         49KVA and below         50KVA to 99KVA         100KVA to 149KVA         150KVA to 199KVA         200KVA to 199KVA         200KVA to 274KVA         275KVA to 349KVA         350KVA to 499KVA         500KVA to 649KVA         650KVA to 799KVA         800KVA to 1000KVA	Description         EQUIPMENT FOR MAINTENANCE         Range of installed generators         49KVA and below         50KVA to 99KVA         100KVA to 149KVA         100KVA to 199KVA         200KVA to 199KVA         200KVA to 274KVA         275KVA to 349KVA         350KVA to 499KVA         500KVA to 499KVA         500KVA to 649KVA         650KVA to 799KVA         800KVA to 1000KVA	DescriptionEsti mate d Qua ntity (p.a)EQUIPMENT FOR MAINTENANCE100Range of installed generators10049KVA and below2049KVA to 99KVA20100KVA to 99KVA20100KVA to 149KVA10200KVA to 199KVA10200KVA to 274KVA30275KVA to 349KVA10350KVA to 499KVA10350KVA to 649KVA5650KVA to 799KVA1800KVA to 1000KVA1	DescriptionEsti mate d Quantity 	DescriptionEsti mate d Quantity (p.a)Estimated provide Linity (p.a)Uni t of Me as ureEQUIPMENT FOR MAINTENANCE </td

Part C2: Bill of Quantities

chedule No. 16: Labour Component

۶m	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount	Uni t of Me as ure (R)	Amount per item
<b>š</b> .1	Labour: Qualified Engineer Electrical / Mechanical	100		HR	
5.2	Labour: Qualified Electrician	500		HR	
5.3	Labour: Qualified Diesel Mechanic	500		HR	
6.4	Labour: Skilled Worker	500		HR	
6.5	Labour: Unskilled Worker	500		HR	
	SUB TOTAL SCHEDULE 16 EXCL. VAT				

#### chedule No. 17: TRANSPORT

em	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount (R)	Uni t of Me as ure	Amount per item (R)
7.1	Light delivery vehicle (LDV)	3000		KM	
7.2	GWM 3500kg to 5000kg Truck	1000		KM	

# Part C2: Bill of Quantities

7.3	Larger than 5000kg up to 15000kg	500	KM	
	SUB TOTAL SCHEDULE 17 EXCL. VAT			

## chedule No. 18: Crane Hire (Rated Weight)

em	Description	Esti mate d Qua ntity (p.a)	Estimated Quantity Amount (R)	Uni t of Me as ure	Amount per item (R)
8.1	18 TON	20		HR	
8.2	30 TON	30		HR	
3.3	60 TON	30		HR	
8.4	100 TON	20		HR	
8.5	220 TON	20		HR	
	SUB TOTAL SCHEDULE 18 EXCL. VAT				

Part C2: Bill of Quantities

Schedule No. 19:

# CRITICAL PARTS (REPAIR ON

DEMAND)

m	Description	Description		Estimated Quantity Amount	Unit of Measure	Amount per item
			(p.a)	(R)		(R)
1	PERKINS 100KVA					
	Location: Metro Police					
	Hammanskraal Region 2       113 Loverslane str ,         Hammanskraal       Hammanskraal					
1 1	Diesel injector pump (new)		1		EA	
1.1 1.2	Diesel injector pump (reconditione	ad)	1			
			1		EA	
1.3	Injector		1		EA	
1.4	Water pump		1		EA	
1.5	Oil Pump		1		EA	
1.6	Alternator		1		EA	
1.7	Starter motor		1		EA	
1.8	Radiator (New)		1		EA	
1.9	Radiator (Reconditioned)		1		EA	
1.10	Control Module					

em	Description		Estimated Quantity (p.a)	Estimated Quantity Amount	Unit of Measure	Amount per item
9.2	Location:					
	Pretoria Art Museum	Cnr Francis Baard and Wessels St, Arcadia				
9.2.1	Diesel injector pump (new)		1		EA	
9.2.2	Diesel injector pump (reconditioned	)	1		EA	
9.2.3	Injector		1		EA	
9.2.4	Water pump		1		EA	
9.2.5	Oil Pump		1		EA	
9.2.6	Alternator		1		EA	
9.2.7	Starter motor		1		EA	
9.2.8	Radiator (New)		1		EA	
9.2.9	Radiator (Reconditioned)		1		EA	
9.2.10	Control Module		1			
9.3	PERKINS (Stanadyne) 400KVA					
	Location:					
	Pilditch Stadium	C/o Church & Maltzan St, Pretoria West Erf No 3251				
9.3.1	Diesel injector pump (new)		1		EA	

Part CZ.	Bill of Quantities					
9.3.2	Diesel injector pump (reconditioned)		1		EA	
9.3.3	Injector		1		EA	
9.3.4	Water pump		1		EA	
em	Description	Estimated Quantity (p.a)	Estimated Quantity Amount	Unit of Measure	Amount per item	Item
9.3.5	Oil Pump		1		EA	
9.3.6	Alternator		1		EA	
9.3.7	Starter motor		1		EA	
9.3.8	Radiator (New)		1		EA	
9.3.9	Radiator (Reconditioned)		1		EA	
9.3.10	Control Module		1		EA	
9.4	ADE 100KVA					
	Location:					
	Pretorius Park Electricity Depot					
9.4.1	Diesel injector pump (new)		1		EA	
9.4.2	Diesel injector pump (recond	itioned)	1		EA	
9.4.3	Injector		1		EA	
9.4.4	Water pump		1		EA	
9.4.5	Oil Pump		1		EA	
9.4.6	Alternator		1		EA	
9.4.7	Starter motor		1		EA	

0.4.8	: Bill of Quantities Radiator (New)		1		EA	
.4.9	Radiator (Reconditioned)					
			1		EA	
.4.10	Control Module		1		EA	
m	Description		Estimated Quantity (p.a)	Estimated Quantity Amount	Unit of Measure	Amount per item
.5	CATERPILLAR 500KVA	CATERPILLAR 500KVA				
	Location:					
	Wonderboom airport	Lintveldt road , Doornpoort				
0.5.1	Diesel injector pump (new)		1		EA	
.5.2	Diesel injector pump (reconditioned)		1		EA	
.5.3	Injector		1		EA	
.5.4	Water pump		1		EA	
.5.5	Oil Pump		1		EA	
.5.6	Alternator		1		EA	
.5.7	Starter motor		1		EA	
.5.8	Radiator (New)		1		EA	
.5.9	Radiator (Reconditioned)		1		EA	
.5.10	Control Module	I	1		EA	
0.6	VOLVO 200KVA					

		 •	
Location:			
Olivenhout bosch Clinic	Cnr Legong and Rethabile		
	Street Olivenhoutbosch X13		
GAZANKULU CLINIC	Maunde Street, Saulsville		
Lotus Gardens Clinic	Cnr Bergamot and Anthesis		
	Street, Lotus Gardens		
	Cnr Heinrich and Eerste		
Karenpark Clinic	Avenue, Karenpark		

		Estimate	Estimated	Unit of		
€m	Description		d Quantity (p.a)	Quantity Amount	Measur e	Amount per item
	Stanza Bopape Clinic	25905 x5, Hector Peterson street, Mamelodi West				
	Doornpoort Clinic	Cnr Van der Merwe Rd and Cottonwood str,Doornpoort				
9.6.1	Diesel injector pump (new)		6		EA	
9.6.2	Diesel injector pump (recondition	ed)	6		EA	
9.6.3	Injector		6		EA	
9.6.4	Water pump		6		EA	
9.6.5	Oil Pump		6		EA	
9.6.6	Alternator		6		EA	
9.6.7	Starter motor		6		EA	
9.6.8	Radiator (New)		6		EA	
9.6.9	Radiator (Reconditioned)		6		EA	
9.6.10	Control Module		6		EA	
9.7	Volvo Penta (Engine Model: TAD740GE)					
	Location:					

Part C2	: Bill of Quantities					
	Lucas Moripe Stadium	Cor Maunde and HlaHla str Atteridgevile				
9.7.1	Diesel injector pump (new)		1		EA	
9.7.2	Diesel injector pump (recondition	ned)	1		EA	
9.7.3	Injector		1		EA	
em	Description			Estimated Quantity Amount	Unit of Measur e	Amount per item
9.7.4	Water pump		1		EA	
9.7.5	Oil Pump		1		EA	
9.7.6	Alternator		1		EA	
9.7.7	Starter motor		1		EA	
9.7.8	Radiator (New)		1		EA	
9.7.9	Radiator (Reconditioned)		1		EA	
9.7.10	Control Module		1		EA	
9.8	VOLVO 350KVA	VOLVO 350KVA				
	Location:	Location:				
	Temba Call Centre	4244 Molefe Makinta, Temba(lucas Mangope drive)				
9.8.1	Diesel injector pump (new)		1		EA	

Diesel injector pump (recondit	ioned)	1		EA	
Injector		1		EA	
Water pump		1		EA	
Oil Pump	Dil Pump			EA	
Alternator		1		EA	
Starter motor		1		EA	
Radiator (New)		1		EA	
Radiator (Reconditioned)		1		EA	
Control Module		1		EA	
Description		d Quantity	Estimated Quantity Amount	Unit of Measur e	Amount per item
V POWER 400KVA	V POWER 400KVA				
Location:					
Giant Stadium	Erf 2001 ,Cnr Buitekaant and Bushveld   F West   Soshanguve				
Diesel injector pump (new)		1		EA	
Diesel injector pump (recondit	ioned)	1		EA	
Injector		1		EA	
Water pump		1		EA	
	Diesel injector pump (recondit Injector Water pump Oil Pump Alternator Starter motor Radiator (New) Radiator (Reconditioned) Control Module Description V POWER 400KVA Location: Giant Stadium Diesel injector pump (new) Diesel injector pump (recondit Injector	Diesel injector pump (reconditioned)         Injector         Water pump         Oil Pump         Alternator         Starter motor         Radiator (New)         Radiator (Reconditioned)         Control Module         Description         V POWER 400KVA         Location:         Giant Stadium         Erf 2001 ,Cnr Buitekaant and Bushveld   F West   Soshanguve         Diesel injector pump (new)         Diesel injector pump (reconditioned)	Diesel injector pump (reconditioned)       1         Injector       1         Water pump       1         Oil Pump       1         Alternator       1         Starter motor       1         Radiator (New)       1         Radiator (Reconditioned)       1         Control Module       1         Description       Estimate d         Quantity (p.a)       V         V POWER 400KVA       Eff 2001 ,Cnr Buitekaant and Bushveld   F West   Soshanguve         Diesel injector pump (new)       1         Diesel injector pump (reconditioned)       1	Diesel injector pump (reconditioned)       1         Injector       1         Water pump       1         Oil Pump       1         Alternator       1         Starter motor       1         Radiator (New)       1         Radiator (Reconditioned)       1         Control Module       1         Description       Estimate d Quantity (p.a)         V POWER 400KVA       Estimate d Quantity Amount (p.a)         I Coation:       I         Giant Stadium       Erf 2001 ,Cnr Buitekaant and Bushveld   F West   Soshanguve       I         Diesel injector pump (new)       1       I         Diesel injector pump (reconditioned)       1       I	Diesel injector pump (reconditioned)       1       EA         Injector       1       EA         Water pump       1       EA         Oil Pump       1       EA         Alternator       1       EA         Starter motor       1       EA         Radiator (New)       1       EA         Radiator (New)       1       EA         Control Module       1       EA         Description       Estimate d       Unit of Measure d         V POWER 400KVA       I       Estimate d       Unit of Measure e         Giant Stadium       Erf 2001 ,Cnr Buitekaant and Bushveld   F West   Soshanguve       I       I         Diesel injector pump (new)       1       I       EA         Diesel injector pump (new)       1       EA       EA         Injector       1       EA       EA

Part CZ:	Bill of Quantities					
.9.5	Oil Pump		1		EA	
.9.6	Alternator		1		EA	
.9.7	Starter motor		1		EA	
.9.8	Radiator (New)		1		EA	
.9.9	Radiator (Reconditioned)		1		EA	
.9.10	Control Module		1		EA	
.10	TRIESTE / AGIP					
	Location:	Location:				
	Centurion City Hall	Napier Road 100, Lyttelton Manor X1				
0.10.1	Diesel injector pump (new)		1		EA	
.10.2	Diesel injector pump (reconditi	oned)	1		EA	
.10.3	Injector	,	1		EA	
em	Description		Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
.10.4	Water pump		1		EA	
.10.5	Oil Pump		1		EA	
.10.6	Alternator		1		EA	
.10.7	Starter motor		1		EA	
.10.8	Radiator (New)		1		EA	

Part C2: E	Bill of Quantities				
9.10.9	Radiator (Reconditioned)		1	EA	
9.10.1	Control Module		1	EA	
9.11	FAW 50KVA				
	Location:				
		6338 A20745 Street,			
	Garankuwa ES Station	Garankuwa Industrial			
		7213 A21027, Soshanguve			
	Jabulani ES Station	(Soutpan Road)			
	Mabopane ES Station	Stand 1001, Mabopane-CV			
	Pieter Delport Centre 133 Beckett Street, A				
	Pieter Delport Centre 133 Beckett Street, Arcadia				
	Pieter Delport Centre	133 Beckett Street, Arcadia			
		6977 Piet Rautenbach Street,			
	Rosslyn ES Station	Rosslyn			
	Silverton ES Station	217 Pretoria Street, Silverton			
		362 Borage Avenue,			
	Wonderboom ES Station	Wonderboom			
9.11.1	Diesel injector pump (new)		9	 EA	
9.11.2	Diesel injector pump (reconditioned	d)	9	EA	
9.11.3	Injector		9	EA	

em	Description	Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
9.11.4	Water pump	9		EA	
9.11.5	Oil Pump	9		EA	
9.11.6	Alternator	9		EA	
9.11.7	Starter motor	9		EA	
9.11.8	Radiator (New)	9		EA	
9.11.9	Radiator (Reconditioned)	9		EA	
9.11.1	Control Module	9		EA	

em	Description		Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
9.12	FAW 100KVA					
	Location:					
	Temba ES Station	Stands 9 and 10, 1ST Street, Babelegi				
9.12.1	Diesel injector pump (new)		1		EA	
9.12.2	Diesel injector pump (recondition	oned)	1		EA	
9.12.3	Injector		1		EA	
9.12.4	Water pump		1		EA	
9.12.5	Oil Pump		1		EA	
9.12.6	Alternator		1		EA	
9.12.7	Starter motor		1		EA	
9.12.8	Radiator (New)		1		EA	
9.12.9	Radiator (Reconditioned)		1		EA	
9.12.1	Control Module	Control Module			EA	
9.13		POWERGEN 100KVA				
		Location:				
	Erasmuskloof ES Station	487 Tsitsa Street, Erasmuskloof				

Part C2:	Bill of Quantities			1		
9.13.1	Diesel injector pump (new)		1		EA	
9.13.2	Diesel injector pump (reconditio	ned)	1		EA	
9.13.3	Injector		1		EA	
9.13.4	Water pump		1		EA	
em	Description		Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
9.13.5	Oil Pump		1		EA	
9.13.6	Alternator		1		EA	
9.13.7	Starter motor		1		EA	
9.13.8	Radiator (New)		1		EA	
9.13.9	Radiator (Reconditioned)		1		EA	
9.13.1	Control Module		1		EA	
9.14	DEUTZ 125KVA					
	Location:					
	Centurion ES Station	254 Basden Avenue, Centurion				
9.14.1	Diesel injector pump (new)		1		EA	
9.14.2	Diesel injector pump (reconditioned)		1		EA	

Part CZ: E	sill of Quantities		_	 	
9.14.3	Injector	njector		EA	
9.14.4	Water pump	Water pump		EA	
9.14.5	Oil Pump	Oil Pump		EA	
9.14.6	Alternator		1	EA	
9.14.7	Starter motor		1	EA	
9.14.8	Radiator (New)		1	EA	
9.14.9	Radiator (Reconditioned)		1	EA	
9.14.1	Control Module		1	EA	

Pa	art	C2:	Bill	of	Quantities	
. C		<u> </u>		<b>U</b> 1	Quantitioo	

em	Description		Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
9.15	NEW WAY / JOHN DEERE 200KVA					
	Location:					
	Phomolong Clinic	Cnr 18th Avenue and Schurveberg Road, Atteridgeville				
	Mamelodi West Clinic	Cnr Shabangu Ave and Ntshabeleng Str, Mamelodi West				
	Phahameng Clinic	19619 Hinterland Avenue, Phahameng				
	Central ES Station	449 Bosman Street, Central Pretoria				
9.15.1	Diesel injector pump (new)		4		EA	
9.15.2	Diesel injector pump (reconditioned)		4		EA	
9.15.3	Injector		4		EA	
9.15.4	Water pump		4		EA	
9.15.5	Oil Pump		4		EA	
9.15.6	Alternator		4		EA	
9.15.7	Starter motor		4		EA	
9.15.8	Radiator (New)		4		EA	

i an Oz.						
9.15.9	Radiator (Reconditioned)		4		EA	
9.15.1	Control Module		4		EA	
9.16	DOOSAN 200KVA					
	Location:					
	Lyttelton Clinic	Cnr Basden Avenue and Rabie Street Lyttelton				
em	Description		Estimate d Quantity (p.a)	Estimated Quantity Amount	Unit of Measur e	Amount per item
9.16.1	Diesel injector pump (new)		1		EA	
9.16.2	Diesel injector pump (reconditioned)		1		EA	
9.16.3	Injector		1		EA	
9.16.4	Water pump		1		EA	
9.16.5	Oil Pump		1		EA	
9.16.6	Alternator		1		EA	
9.16.7	Starter motor		1		EA	
9.16.8	Radiator (New)		1		EA	
9.16.9	Radiator (Reconditioned)		1		EA	
9.16.1	Control Module		1		EA	

9.16.1	12 VDC, minimum 680 CCA (Cold cranking amps), 105AH high cycle, top post battery, gel type.	50		EA	
	SUB-TOTAL SCHEDULE 19 EXCL. VAT				

Part C2: Bill of Quantities

	SUMMARY TABLE	
SCHEDUL E	DESCRIPTION	AMOUNT (EXCL.VAT)
	PART 1: CIDB 5EB REQUIREMENT	
1	SUPPLY AND INSTALL 50KVA STANDBY DIESEL GENERATOR	
2	SUPPLY AND INSTALL 100KVA STANDBY DIESEL GENERATOR	
3	SUPPLY AND INSTALL 150KVA STANDBY DIESEL GENERATOR	
4	SUPPLY AND INSTALL 200KVA STANDBY DIESEL GENERATOR	
5	SUPPLY AND INSTALL 275KVA STANDBY DIESEL GENERATOR	
6	SUPPLY AND INSTALL 350KVA STANDBY DIESEL GENERATOR	
7	SUPPLY AND INSTALL 500KVA STANDBY DIESEL GENERATOR	
8	SUPPLY AND INSTALL 650KVA STANDBY DIESEL GENERATOR	

9	SUPPLY AND INSTALL 800KVA STANDBY DIESEL GENERATOR	
10	SUPPLY AND INSTALL 1000KVA STANDBY DIESEL GENERATOR	
11	SUPPLY AND INSTALL 1250KVA STANDBY DIESEL GENERATOR	
12	SUPPLY AND INSTALL 50KVA MOBILE STANDBY DIESEL GENERATOR	
13	SUPPLY AND INSTALL 100KVA MOBILE STANDBY DIESEL GENERATOR	
TOTAL: P	ART 1 ( EXCL VAT)	
VAT		
TOTAL PA		
Transfer t	o form of acceptance	
	PART 2: CIDB 3EB REQUIRED	
14	MONTHLY MAINT. SERVICE	
15	ANNUAL MAINT. SERVICE	
16	LABOUR	
	TRANSPORT	
	Transport distance part 1 excluded will be calculated from Tshwane House Pretoria CBD.	

# Part C2: Bill of Quantities

18	CRANE HIRE	
19	CRITICAL PARTS	
TOTAL: PART 2 (	TOTAL: PART 2 ( EXCL VAT)	
VAT	/AT	
TOTAL PART 2 Transfer to form of acceptance		

### **GROUP PROPERTY**

#### **BID NAME**

THE TENDER TO APPOINT SERVICE PROVIDERS FOR THE MAINTENANCE, REPAIR, SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF FIXED AND MOBILE STANBY GENERATOR SETS COMPLETE WITH THE CONTROL SWITCHGEAR, AS AND WHEN REQUIRED OVER A THREE (3) YEAR PERIOD.

#### **BID NUMBER**

(GPM 06- 2024.25)

#### C.3.1. PURPOSE

The tender to appoint service providers for the supply, delivery, offloading, install and commissioning of stand-by fixed generator sets complete with the control switchgear, supply of mobile stand-by mobile generator sets and a maintenance contract for routine maintenance and repair of the standby generator sets, in part, as and when required over a three (3) year period.

#### C.3.2. BACKGROUND

#### The aim and objectives of the project

To have a power back up during the power outage so that CoT facilities activities continue without any disruption. The intention of generators tender is to ensure that the intended targets for city of Tshwane facilities are constantly maintained without being compromised by power outage.

Also, Energy and Electricity Department is responsible for providing the Tshwane communities with service delivery, thus key point areas need continued supply of electricity to function efficiently.

The City of Tshwane invites bidders to tender for the supply, delivery, offloading, install and commissioning of new standby generator sets, as well as a maintenance contract for routine maintenance and repair of the standby generator sets, as and when required over a three (3) year period.

#### C.3.3. CIDB REGISTRATION REQUIREMENT

Tenderers who are registered with the CIDB in a contractor grading designation equal to 5EB or higher, part (1) or (part 1 and 2) or 3EB part 2 only, are eligible to submit tenders.

For the contractors to be considered for appointment they must meet the minimum CIDB requirements above.

### C.3.4. SCOPE OF WORKS

This specification makes provision for the supply, delivery, offloading, install and commissioning of stand-by fixed generator sets complete with the control switchgear, supply of mobile stand-by mobile generator sets and a maintenance contract for routine maintenance and repair of the standby generator sets, in part, as when required over a three (3) year period.

#### C.3.5. NORMATIVE REFERENCES AND DEFINITIONS

C.3.5.1. Definitions

- **RIC: Reciprocating Internal Combustion**
- OEM: Original equipment manufacturer
- SP: Service provider
- DB: Distribution box
- CoT: City of Tshwane
- ICT: Information and Communication Technology
- EED: Energy and Electricity Department
- OHS: Occupational Health and Safety
- SIM: Subscriber identification module
- C.3.5.2. Normative references

The latest editions of the following specifications and Act shall apply:

Occupational Health & Safety Act 85 of 1993

SANS 8528 – 1	Reciprocating internal combustion engine driven alternating current generating sets; Part 1: Application, ratings and performance
SANS 8528 – 2	Reciprocating internal combustion engine driven alternating current generating sets; Part 2: Engines
SANS 8528 - 4	Reciprocating internal combustion engine driven alternating current generating sets; Part 4: Control-gear and switchgear
SANS 8528 - 5	Reciprocating internal combustion engine driven alternating current generating sets; Part 5: Generating sets
SANS 10142-1	The wiring of premises; Part 1: Low-voltage installations
SANS 1921	Earthworks activities, which are to be performed by hand
SANS 60529	Degree of protection provided by enclosures

- NRS 097-2-1 Grid interconnection of embedded generation: Small Scale Embedded Generators
- NRS 095 Pre-cast concrete plinths for cable connected equipment
- SANS 1058 Concrete Paving Blocks

National Road Traffic Act 93 Of 1996

### C.3.6. REQUIREMENTS

- 3.6.1 General
- 3.6.1.1 Bidders are requested to submit prices on all items in the Pricing Schedule.
- 3.6.1.2 The tender will be awarded per item.
- 3.6.1.3 Completion of Annexure A, Schedule A & B in full of ink is compulsory and the information provided must be responsive to the enquiry and the technical specification.
- 3.6.1.4 Both mobile and fixed generator sets are required.
- 3.6.1.5 The communication system shall be supplied with the fixed generating standby sets and as a separate unit which will be considered for the generating standby sets which are already installed in the City of Tshwane premises.

### 3.6.2 Generating set description

3.6.2.1 The following are the required ratings of the generator sets.

	Generator set required	Estimated delivery period in weeks
i	5 kVA, single phase	2 weeks
ii	50 kVA, three phase	4 weeks
iii	100 kVA, three phase	4 weeks
iv	200 kVA, three phase	12 weeks
v	315 kVA, three phase	12 weeks
vi	500 kVA, three phase	12 weeks
vii	630 kVA, three phase	12 weeks
viii	800 kVA, three phase	12 weeks
ix	1000 kVA, three phase	12 weeks
х	1250 kVA, three phase	12 weeks

- 3.6.2.2 Generating set consisting of RIC engine, generating set and any associated control gear, switchgear and auxiliary equipment (standby set).
- 3.6.2.3 Detail of the standby set required are in accordance with SANS 8528-1 and are stated below. Details of the standby set offered shall be stated in Schedule B.
- 3.6.2.4 Prime mover: compression ignition engines (5.1.2 of SANS 8528-1).

- 3.6.2.5 Application criteria: Limited time operation at varying loads (6.1.5 of SANS 8528-1).
- 3.6.2.6 Operation: single operation (6.3.1 of SANS 8528-1).
- 3.6.2.7 Generating set operation in parallel with utility protection: protective equipment for automatic changeover and reverse power protection is required (6.3.3 of SANS 8528-1).
- 3.6.2.8 Automatic operation: started and controlled automatically, the requirement of clause 4.1.12 of NRS 097 and clause 6.4.4 of SANS 8528-1 shall apply.
- 3.6.2.9 Performance class: Class G2 (7 b of SANS 8528-1).
- 3.6.2.10 Installation features: fixed (8.2.2 of SANS 8528-1).
- 3.6.2.11 Generating set configurations: type C (8.3.3 of SANS 8528-1).
- 3.6.2.12 Emissions: legislation applicable (9 of SANS 8528-1).

3.6.2.12.1. In case the generator is installed in a building/ basement and additional gas/ fumes exhaust is required, the service provider shall make provision for the extension of the exhaust.

- 3.6.2.13 Site and operating conditions: suitable for CoT (10 of SANS 8528-1);
- 3.6.2.14 Power adjustment and rating definitions, the requirements of clauses 4.1. of NRS 097 and clauses 11 to13 of SANS 8528-1 shall apply.
- 3.6.2.15 Operating performance: detail of performance shall be submitted with the tender (14.1 -14.7 of SANS 8528-1).
- 3.6.2.16 Changeover switch must be housed at standby set.
- 3.6.2.17 Housing of standby set: if no building is available, standby set is to be provided with weatherproof sound attenuated enclosure and plinth.
- 3.6.2.18 Monitoring and alarms (For fixed standby generator sets under Section 1)
  - The Standard controller that is supplied with the generator set must consist of a standard auxiliary output for use on external remote monitoring systems in conjunction with a LAN or SIM port.

#### 3.6.3 SECTION 1: Fixed standby generator sets

- 3.6.3.1 The requirements for fixed generator sets are listed below.
- 3.6.3.1.1 A separate price is required at each site for the following items.
  - (i) Site assessment by a qualified engineer to determine the loading requirements of the consumer.
  - (ii) The supply, installation, commissioning of the generating set consisting of Reciprocating Internal Combustion (RIC) engine, generating set, automatic change over switch (Mains + generator motorized), monitoring and

alarms system and associated control gear (hereafter referred to as standby set). The standby set shall be installed in the area designated for each site.

In addition, the control panel incorporates the following instrumentation. Auto mains failure control module, Generator circuit breaker. Battery charger.

Emergency stop.

- (iii) Electrical connection: The supply, installation, commissioning of the electrical power cable between the standby set and the DB, which shall include electrical switchgear and control-gear required on the DB, (building) modifications required for the cable installation, connection, and configuration, to complete the work. The cost of connection of cable will be calculated on tariffs of the pricing schedule after completion of installation.
- (iv) Issuing of the certificate of compliance: the service provider competent electrician will issue a certificate of compliance (CoC) for the electrical work done on site after completion of the project.
- (v) Amend the building electrical circuit drawings where required.
- (vi) Where the generating set is installed outdoors, the standby generator shall be housed in a weatherproof enclosure and mounted and secured on a concrete plinth which is to be provided by the supplier as per the requirements of NRS 095.
- (vii) Where there already is a designated building for housing the generator set, the weatherproof enclosure shall be omitted.
- 3.6.3.1.2 Site criteria: fixed land use (6.2.1 of SANS 8528-1);
- 3.6.3.1.3 Ground works
- 3.6.3.1.3.1 The area where the generator shall be installed must be levelled and compacted.
- 3.6.3.1.3.2 Interlock paving must be laid around the generator, the brick must be 200mm \* 100mm \* 80mm in size as per SANS 1058. The area of installation shall be discussed on site.
- 3.6.3.1.3.3 Provision for 500mm depth and 300mm width cable trenches must be made in each site as per the requirements of SANS 1921.
- 3.6.3.1.3.4 The service provider must install building sleeve pipes underground where available or via cable tray route through the ceiling.
- 3.6.3.1.4 Enclosure
- 3.3.3.1.4.1 The enclosure of the generator shall be constructed in accordance with SANS 60529.
- 3.3.3.1.4.2 The enclosure to be supplied shall have an appropriate IP65 rating.
- 3.3.3.1.4.3 The enclosure shall allow easy access to the engine, alternator, radiator filler cap and control cubicle for easy maintenance purposes.
- 3.3.3.1.4.4 The starter battery in sound-proof canopy sets shall be housed in an insulated compartment with forced air flow when the engine is running. It should be provided with easy access for maintenance and removal of the battery.
- 3.3.3.1.4.5 The enclosure shall be designed to be water and weather-proof.
- $3.3.3.1.4.6\;$  The generators shall be supplied with lockable doors.
- 3.6.3.1.5 Cables and termination kits
- 3.3.3.1.8.1 The service provider is required to make provision for cables and terminations kits to connect the

generator to the building distribution box.

- 3.3.3.1.8.2 Cable route: the power cable shall be installed in ground, sleeve pipes (where available) provided for in the building, or in overhead route on cable tray in the ceiling. If no tray exists, the contractor shall supply and install such.
- 3.3.3.1.8.3 The rates for the following cable sizes are required:
  - 25mm<sup>2</sup> \* 4 core Aluminum cable
  - 35mm<sup>2</sup> \* 4 core Aluminum cable
  - 50mm<sup>2</sup> \* 4 core Aluminum cable
  - 70mm<sup>2</sup> \* 4 core Aluminum cable
  - 95mm<sup>2</sup> \* 4 core Aluminum cable
  - 120mm<sup>2</sup> \* 4 core Aluminum cable
  - 150mm<sup>2</sup> \* 4 core Aluminum cable
  - 185mm<sup>2</sup> \* 4 core Aluminum cable
  - 240mm<sup>2</sup> \* 4 core Aluminum cable
  - 25mm<sup>2</sup> \* Kwena or composite stranded Anti-theft earthing cable
  - 35mm<sup>2</sup> \* Kwena or composite stranded Anti-theft earthing cable
  - 50mm<sup>2</sup> \* Kwena or composite stranded Anti-theft earthing cable
  - 70mm<sup>2</sup> \* Kwena or composite stranded Anti-theft earthing cable

Note: Kwena conductor cable is a composite stranded cable made up of tin copper wires and galvanized steel wire that are braided interwoven to form the earth cable.

#### 3.6.3.1.9 Engine

The engine will be fitted with an electric starter motor that is readily available in South Africa. The engine will be fitted with a 220V, 1.5 kW Jacket Water Heater with an indication light when not functioning to ensure easy starting from cold, without the use of any special ignition devices in summer as well as winter conditions.

The starting period of the generating generator set from either automatic or manual switching until the taking over of the generating generator set of 100% load of its rated output will not exceed 20 seconds. Turbo-Charged engines will have a run-down time of at least 5 minutes at no-load speed before shutting down.

#### 3.6.3.1.10 Fuel tank: IP67, Ingress Protection

A fuel tank will be installed inside an enclosure, fitted as a base tank. The tank will have sufficient capacity for standby generator sets to run the engine on full load for a period of 24 hours. A water trap will be fitted in the fuel pipeline from the tank to the engine. The tank will be fitted with a suitable filter, a fuel height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the generator controller as well as a low-low fuel level cut-out.

An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door will be supplied, for each generator set for filling the fuel tank/s from remote drums. The interconnection fuel piping will consist of copper tubes and the connection to vibrating components will be in flexible tubing with armored covering.

The fuel return line to the base tank will be fitted not closer to 150mm from the fuel supply line. The fuel supply line will be fitted with a non-return valve at the enter point to the tank. The tank will be fitted with a breather pipe. A fuel shut off valve will be supplied with the fuel system.

3.6.3.1.10 Exhaust Silencing System

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type will be provided. The exhaust pipe will be installed in such a way that the expulsed exhaust fumes will not cause discomfort to the public. The exhaust pipe will be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer will be insulated with suitable exhaust cladding to reduce the heat and noise transmission. The exhaust will be protruding externally to ensure gases are exerted outside the canopy.

### 3.6.3.1.11 Battery

Batteries suitable for continuous float charge operation at a maximum charge voltage of 27.6 for 24-volt systems and 13.8 for 12-volt systems will be provided with each generator set. The minimal voltage after the final start attempt will not fall below 75% of nominal voltage. The battery will be maintenance free battery, 12 VDC, minimum 680 CCA (Cold cranking amps), 105AH high cycle, top post battery, house in a suitable battery box.

The battery offered will be suitable to operate between  $-5^{\circ}C - 60^{\circ}C$ . The life expectancy of the battery under these operating conditions will be 5 years supplied with a two-year full warranty. The battery will be date stamped with the year and month of manufacturing. The battery cables will be minimum 70mm2 sized according to SANS 10142-1.

### 3.6.4 SECTION 2: Mobile standby generator description sets

3.6.4.1 The requirements for mobile generator sets are listed below.

3.6.4.1.1 The generator will be fitted on to an appropriately sized trailer and must be road worthy and licensed according to the South African National Road Traffic act.

#### 3.6.5

#### SECTION 2: Generating set description.

3.6.5.1 The following are the required ratings of the Mobile generator sets.

Generator set required	Estimated delivery period in weeks
xi 5 kVA, single phase	2 weeks
xii 50 kVA, three phase	4 weeks
xiii 100 kVA, three phase	4 weeks

#### 3.6.6

#### SECTION 3: Maintenance of the standby sets

- 3.6.5.1 The successful bidder will be responsible for both routine maintenance per standby set and incidental repairs as and when required (for existing generator sets).
- 3.6.5.2 The service provider must liaise with the City of Tshwane's representative/ Project manager prior to commencing with the maintenance for access approval and record purposes.

The service provider will be required to strip and quote the items that require maintenance and submit the documentation to the City of Tshwane's representative/ Project Manager for approval prior to commencing with the work.

The routine maintenance and incidental repairs shall be carried out in accordance with SANS 8528, as amended and shall include the following.

3.6.5.2.1.	Visual inspection generator and enclosure (where applicable)
3.6.5.2.2.	Inspection of coolant heater
3.6.5.2.3.	Inspection of coolant level
3.6.5.2.4.	Inspection of oil level
3.6.5.2.5.	Inspection of fuel level
3.6.5.2.6.	Inspection of charge air piping
3.6.5.2.7.	Inspection/ cleaning of air cleaner housing and filter
3.6.5.2.8.	Drain fuel filter
3.6.5.2.9.	Inspection of battery charger
3.6.5.2.10.	Drain water from fuel tank
3.6.5.2.11.	Inspection of coolant concentration
3.6.5.2.12.	Inspection of drive belt tension
3.6.5.2.13.	Drain exhaust condensate
3.6.5.2.14.	Inspection of starting batteries
3.6.5.2.15.	Change oil and filter
3.6.5.2.16.	Change coolant filter
3.6.5.2.17.	Clean crank case breather
3.6.5.2.18.	Change air cleaner element
3.6.5.2.19.	Check radiator hoses for perishing
3.6.5.2.20.	Change fuel filters
3.6.5.2.21.	Clean and flush cooling system
3.6.5.2.22.	Annual testing of radiator core (With pressure kit)

- 3.6.5.2.23. Inspection of fuel supply piping.
- 3.6.5.1 Price per standby set shall be submitted in Part 2, Pricing Schedule.
- 3.6.5.2 Routine maintenance per standby set shall commence once the guarantee period of the standby set has lapsed.
- 3.6.5.3 Detail of guarantees offered shall be stated in schedule B of Annexure A
- 3.6.5.4 Labour rates shall be market related. City of Tshwane reserves the right to conduct market analysis prior to awarding the tender to determine the fair price offered and to avoid exploitation
- 3.6.5.5 Incidental repairs
- 3.6.5.7.1. The incidental repairs of the generator sets shall be carried out once the quote per item has been approved by City of Tshwane's representative/ Project Manager and the rate supplied by the service provider shall include supply and installation.
- 3.6.5.7.2. The repair turnaround time shall be as per the benchmark set out in Part C2 Pricing data, should the appointed contractor. Should it exceed the stipulated time, the contractor shall inform the City of Tshwane's Project Manager in writing stating the reason leading to the extension.

3.6.7	Workmanship

3.6.6.1 Tools/ equipment/ consumables

- 3.6.6.1.1 The bidder shall supply all necessary equipment, tools and consumables.
- 3.6.6.1.2 All protective clothing such as shoes, gloves, visors, and any other personal protective equipment required by the Occupational health and safety act and regulations applicable to the work described in the specification, shall also be included in the price of the repair work.
- 3.6.6.1.3 The contractor shall supply the necessary lighting, extension cables, and electrical safety boxes for the execution of the works.

### 3.6.6.2 Electric power supply

- 3.6.6.2.1 Electrical power for use during the contract works will be supplied free of charge to the contractor and no connection fee will be levied.
- 3.6.6.2.2 All electrical installations shall, however, comply with the details set out in the applicable regulations.
- 3.6.6.2.3 The municipality does not guarantee continuity of supply and no claims can be made against the City of Tshwane for loss of electricity supply.

### C.3.7. DOCUMENTATION REQUIRED WITH TENDER

- 3.7.1 A schematic diagram indicating wiring arrangement between the standby generator and main DB:
  - a) Automatic changeover switch and reverse power protection equipment installed on the standby set.

3.7.2	Maintenance contract: for routine maintenance per generator set and incidental
repairs as and when required basis.	Details of guarantees offered shall be stated in Part 2 returnable schedules.
3.7.3	Operating performance: detail of performance.
3.7.4	Certified copies of type test certificates.

### C.3.8. WARNING NOTICES

3.8.1	Notices in English, IsiZulu and Setswana languages must be installed.
3.8.2	The contents of these notices are summarized below.
3.8.3	Unauthorized entry prohibited.
3.8.4	Unauthorized handling of equipment prohibited.
3.8.5	Signage regarding the possibility of electric shock/ electrocution must be
installed.	
3.8.6	Procedure in case of fire.
3.8.7	The motive shall be made of a non-corrodible and non-deteriorating material,

preferable plastic, and must read as follows:

i DANGER: This engine will start without notice. Turn selector switch on control board to "OFF" before working on the plant.

### C.3.9. TRAINING

3.9.1 Training on safe handling, operation and routine maintenance of the generator sets shall be offered at no additional charge to the Tshwane personnel.

# C.3.10. RECOMMENDED SPARES

The bidder shall keep the generator set's recommended spares during the contract period and another two years after the contract has lapsed. The bidder shall provide fact sheet with all spares with their full specifications. The details shall be in an electronic folder and hard copy.

# C.3.11. DELIVERABLES

Delivery is required within a period of 12 weeks depending on the size of the generator set from receipt of order. The goods are to be delivered to the City of Tshwane (CoT) as per official order.

Delivery of the goods and installation of the generators shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract under the delivery period.

### Transport distance part 1 excluded will be calculated from Tshwane House Pretoria CBD.

### 2. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified based on being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price with the tenderer scoring the second highest points. If a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.