



CALL FOR BIDS

BID NO: ECDC /INFRA/12/072023

BID SUBJECT: **150kVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES IN OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON**

Consisting Of: The Tender (Returnable) - This Document
 The Bills of Quantities - This Document
 Annexures – This Document

BIDDER NAME:

CSD No.:

CRS No.:

CLOSING DATE:	18th September 2023
CLOSING TIME:	12h00

Head office: EAST LONDON T: (+27) 043 704 5600 • PORT ELIZABETH T: (+27) 041 373 8260 • QUEENSTOWN T: (+27) 045 838 1910
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Board Members: Prof. M Mazibuko (Chairperson) • N Dlulane (Acting CEO) • N van Dyk (Acting CFO)
R Naidoo • M Maqetuka • B Nqadolo • L Jiya • P Bosman • M Sishuba • S Thobela • N Siwahla-Madiba • M Damane • D Mbelani (Company Secretary)

www.ecdc.co.za

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SECTION A: ABBREVIATIONS AND ACRONYMS	
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
ECDC	Eastern Cape Development Corporation
EME	Exempt Micro Enterprise
IRBA	Independent Regulatory Board of Auditors
PCCA	Prevention and Combating of Corrupt Activities Act 12 of 2004
PFMA	Public Finance Management Act (Act 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000)
QSE	Qualifying Small Enterprise
SABS	South African Bureau of Standards
SANAS	South African National Accreditation System
SARS	South African Revenue Service
SASAE	South African Standard on Assurance Engagements
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprises
ToR	Terms of Reference
CSD	National Treasury Central Supplier Database for South African Government
B: DEFINITIONS	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tenders set out in the tender document.
Accreditation Body	Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to: Accrediting verification agencies Developing, maintaining and enforcing of Verification Standards
Affordable	Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds: Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections.
All applicable taxes	Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
Bid	Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals.
Bid Specification	A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall

	Include TOR for specialised services.
Black People	means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act(1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
Specific goal	<p>2.1. 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 in SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>2.2. 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—</p> <p>(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</p> <p>(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.</p>
Close Family Member	Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above.
Code of Ethics	refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time.
Comparative Price	Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration.
Consortium or Joint Venture	Means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
Contract	Means the agreement that results from the acceptance of a bid by ECDC.
Designated Sector	Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly Sign	means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

Exempt Micro Enterprise (EME)	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
Family Member	Means a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity.

Firm Price	Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Fronting	Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person.
Functionality	Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer.
Imported Content	Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.
In the service of the state	means: an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short-term basis. an employee or public servant of any national or provincial government as defined in terms of Public Services Act. a member who – is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998); is a politician serving in any provincial legislature; or is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time.
Local content	Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place.
Non-firm prices	Means all prices other than "firm" prices
Person	Includes a juristic person.
Price Quotation	An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment.
Property	Includes all movable and immovable property and intellectual property belonging to ECDC.

Public Private partnership	<p>Means a commercial transaction between ECDC and a private party in terms of which:</p> <p>the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period;</p> <p>the private party receives a benefit for performing the function or by utilizing state property, either by way of:</p> <p>compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees</p>
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Qualifying Small Entity	means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment
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Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
Related enterprise	Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons.
Service Level Agreement	Shall have the same meaning assigned as "Contract"
Shareholder	Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
State	Means: any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA any municipality or municipal entity national Assembly or the national Council of Provinces; or parliament
Stipulated minimum threshold	Means that portion of local production and content as determined by the DTI
Sub-Contract	Means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
Tender	The same meaning is assigned as 'Bid' above.
Threshold	Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured
Total revenue	Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice.
Trust	Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee	Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Value for Money	Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof.

Part T1: Tendering Procedures

T.1.1
TENDER NOTICE AND INVITATION TO BID

1. Invitation to Bid

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of 3 EB or Higher for the 150kVA Outdoor Standby Generator Installation for ECDC Head Offices, Ocean Terrace Park, Moore Street, Quigney, East London (EL) in Eastern Cape.

The site is in Ocean Terrace Park, Moore Street, Quigney, East London, Eastern Cape, South Africa.

EL Headquarter Offices - GPS co-ordinates of the site are 33°00'40.80"S and 27°55'04.37"E

A Detailed scope of services is described in Scope of Work Section Below.

2. Eligibility to Bid

- a) Bidders should meet the Mandatory Requirements in in order be evaluated T2.1
- b) **It is estimated that bidders should have a CIDB grading of 3EB or Higher.**
- c) Only those tenderers who are registered with the CIDB prior to submissions of bid with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation **25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.**

3. Payment of Bid Document

No payment is due to obtain tender documents.

4. Collection /Availability of Documents

Documents will be available for downloading from the ECDC website at www.ecdc.co.za .

5. Queries on Bid Document

Queries relating to the issue of these documents may be addressed to Ms N Norexe,
E- Mail at tenders@ecdc.co.za and cc_nnorexe@ecdc.co.za

6. Estimated Timeline

Activity	Date	Time	
1.	Placing of Advert	Treasury, Load on ECDC Website for 30 Days 18 August 2023	n/a
2.	Compulsory Briefing Meeting	A compulsory briefing meeting to be held at ECDC Head Offices, Ocean Terrace Park, Moore Street, Quigney, East London on the 29th August 2023 starting at 11h00.	
3.	Last day of questions	7 days before closing date	16H00
4.	Final date of submission of bids	18th September 2023	12h00
5.	Bid Validity	90 days	

6.1. Briefing Session and Site Location

A compulsory briefing meeting to be held at ECDC Head Offices, Ocean Terrace Park, Moore Street, Quigney, East London on the **29th August 2023 starting at 11h00.**

For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za, attention N Norexe.

Communication with the Bidders and any clarity on Queries Bid will be posted on the website at www.ecdc.co.za and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid.

Bidders must visit the site to ensure that their proper assessment of the site is done and that the Bill of Quantities is Priced Correctly.

Bidders must acquaint themselves of the current site conditions, works complexity and associated safety risks.

ECDC will only consider bidders that have attended the briefing meeting

Telephonic, emailed, telexed, facsimile, and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

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

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

Clause number	Tender Data
A.1.1	The employer is Eastern Cape Development Cooperation (ECD)
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2 : Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 - Adjudicator's contract</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p>

A.1.4	<p>During Tender stage all communication shall be through the Procurement Department for attention:</p> <p>Name: Ms. N Norexe, Address: ECDC Head Office at ECDC House Ocean Terrace Park Moore Street Quigney, East London</p> <p>Tel: 043 704 5600 E-mail: tenderes@ecdc.co.za cc nnorexe@ecdc.co.za</p>
A.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the EB (Electrical Engineering Works – Building (EB)) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a or*. class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria **
A.2.2	<p>Not Applicable for this Bid</p> <p>The employer will compensate the tender as follows</p>

A.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Paragraph Below is Not Applicable. Bidder to refer to Tender Notice</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	<p>No alternative tender offers will be considered</p>
A.2.12	<p>Not Applicable for this Bid</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13. 3	<p>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original duly signed and completed hardcopy bid document however non-submission of a soft copy will not result in the Bid being disqualified</p> <p>ECDC will not be responsible if your bid is not submitted on time All bid documents are to be completed in permanent ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

<p>A.2.13.5 A.2.15.1</p>	<p>Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p>Bid Reference Number: ECDC/INFRA/12/072023</p> <p>Project Name: 150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)</p> <p>Delivered at Physical Address: ECDC Head Office at ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London,</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time. The bid box is open on weekdays between 08h00 and 16h30</p>
<p>A.2.13.6 A.3.5</p>	<p>Not Applicable for this Bid A two-envelope procedure is required.</p>
<p>A.2.13.9</p>	<p>Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.</p>
<p>A.2.15</p>	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<p>A.2.16</p>	<p>The tender offer validity period is 90 days.</p>
<p>A.2.18</p>	<p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Tenders to submit the associated names being part of the returnable documents failure to submit</p>
<p>A.2.19</p>	<p>Access shall be provided for the following inspections, tests and analysis: The site is available for viewing the location of the works.</p>
<p>A.2.20</p>	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document</p>
<p>A.2.22</p>	<p>Not Applicable for this Bid Return all retained tender documents within 28 days after the expiry of the validity period</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) Tax Compliance Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified</p>
A.3.1.1	<p>The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.</p>
A.3.4	<p>Opening of the Bids There will be NO PUBLIC OPENING of the Bids received; however, the list of bids received may be published on the ECDC website and will be sent to the Bidders that have submitted bids via email.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation has been complete. Any subsequent discussions shall be at the discretion of ECDC.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p>Not Applicable for this Bid</p> <p>The procedure for the evaluation of responsive tenders is Method 1</p>

A.3.11.3 Evaluation Criteria

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Mandatory Tender Returnables	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points. Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)
Stage 2	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for Stage 2 (Preferential procurement points).
Stage 3	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

Functionality Criteria	Maximum number of points
Completed Similar Projects within past 5 years	30
Experience and Qualifications of the Key Personnel	30
Submission of proposed Project Execution Plan & Program	10
Locality	10
Maximum possible score for functionality (M_s)	80

A.3.11.3	<p>The evaluation criteria and maximum score in respect of each of the criteria are as follows: (Details on Functionality Evaluation are on T2.1)</p> <p>Functionality shall be scored by not less than three evaluators in accordance with the Functionality Criteria Evaluation below</p> <p>The minimum percentage to be achieved for functionality is 60%</p>
A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer 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. h) the tenderer has the legal capacity to enter into the contract; i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; j) the tenderer complies with the legal requirements, if any, stated in the tender data; and

A.3.17	The number of paper copies of the signed contract to be provided by the employer is one (1).
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Part T2 : Returnable documents

T2.1 - List of returnable documents

T2.2 - Returnable schedules

T2.1 - List of returnable documents

1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Mandatory Tender Returnables	Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 1	Involves a valuation of local production and content (goods) only. At this stage Bidders must meet the minimum threshold for local production and content as determined by the DTI for local content before they will be evaluated in terms of preferential procurement points. Bidders to complete the Declaration for Local Production and Content for Designated Sectors and Local Content Declaration: Summary Schedule (Annex C)
Stage 2	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for Stage 2 (Preferential procurement points).
Stage 3	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20 .

1.1. MANDATORY LIST OF TENDER RETURNABLES

Service Providers are to meet all the Mandatory Tender Requirements in order to be evaluated further for Stage 1. Failure to submit the Mandatory Requirements as required will result in this bid being disqualified.

Description	Disqualification if not submitted with Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Close	Mandatory Requirement for Award
<p>1. Bidders must be registered on the National Treasury Central Supplier Database (CSD). The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> • Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidders status is under deregistration, 7 working days will be granted for remedy, failing which the bidder will be disqualified. • ID Number, • Government Employee • Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified <p><u>Onus on the Service Provider</u></p> <p>Onus is on the Service Provider to make sure that all these are active and compliant on the CSD at the time of bid closing and tender award. ECDC will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</p>	<p>Yes</p>	<p>Yes</p>

	<p>If Service Provider is not registered on CSD by the time of closing of the bid they will not be considered for evaluation.</p> <p><u>Directors in the Service of State</u></p> <p>Where a person within the Bidding Entity is an Employee of the State, Bidder should</p> <ol style="list-style-type: none"> a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No.11 of 2014- "The PFMA") b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee <p>ECDC reserves the right to verify such information from their AO/AA.</p> <p><u>JV's and Consortium</u></p> <p>Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>		
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2.	<p>Tax Compliance Requirements:</p> <ul style="list-style-type: none"> Bidders must ensure compliance with their tax obligations. The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. In Bids where Consortia/Joint venture/sub-contractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS Pin Number/CSD Number. 	No	Yes
3.	<p>CIDB Requirements:</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a EB (Electrical Engineering Works - Building) class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the EB (Electrical Engineering Works - Building) class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>ECDC will verify whether the Bidders have an active and valid CIDB registration as required above</p>	Yes (Evaluation Stage)	Yes 3 EB or higher
4.	<p>Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes

5.	Annexure L– C.1.1 Form of Offer and Acceptance Offer; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
6.	Annexure E - (SBD 4): Bidders disclosure ; (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
7.	Annexure H: Compulsory Declaration (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	Yes	Yes
8	<p>Declaration with regards to Company /Firm Location</p> <p>Attach a proof of address to claim points for the Eastern Cape baselocality as the specific goal as advised in the tender / quotation qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>Failure to submit the declaration and proof of address for each JV / Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.</p> <p>This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder.</p> <p>Failure to submit the declaration and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>	yes	No
9	<p>Annexure I – (SBD 6.1.): Preferential Points Claim (Signed and Completed).</p> <p>CSD report will be used to confirm other specific goals listed in Table 1 of the SBD 6.1 document.</p> <p>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.</p>		

10	<p>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</p> <p>a) If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. OR</p> <p>b) If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p>Note: The Letter of Authority MUST be signed by all directors of the Bidder (or a signed Board Resolution authorising the signatory will be accepted).</p>	Yes	Yes
11.	<p>Declaration of Registration as an Electrical Contractor</p> <p>The Tenderer must be registered with:</p> <ul style="list-style-type: none"> ➤ Department of Employment and Labour, as an Electrical Contractor; ➤ Electrical Contracting Board of South Africa; ➤ The Workman's Compensation Commissioner; and ➤ The Unemployment Insurance Commissioner to qualify. <p>Documents Required:</p> <ul style="list-style-type: none"> - Copy of an Electrical Wireman's License as per occupational health and safety act, 1993 regulation 11(1) of the electrical installation regulations, 2009 issued by the Department of Labour. - COIDA 	Yes	Yes
12.	<p>ANNEXURE J (which includes annex C) : Declaration of Local Content (SBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes
13.	<p>Annex D – Local Content Declaration (Summary Schedule) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</p>	Yes	Yes
14.	<p>Financial Details of Bidder</p> <p>Attach Bank Account Confirmation Letter and Bank Account Code Report letter from Financial Institution where the bank account is held.</p>	No	No
15.	<p>Priced Bills of Quantities completed in ink.</p>	Yes	Yes

The following will be applicable to Joint Ventures/Consortium		
Consortium/Joint Venture Agreement to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized.	Yes	Yes
Resolution of the Board of Directors to enter into a Consortium or Joint Venture from each member firm of the Consortium/Joint Venture for this Bid.	Yes	Yes
Letter of Authority of Signatory (individual) authorizing the Signatory to sign on behalf of the Consortium/JV. The Letter of Authority should be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted).	Yes	Yes

KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.

Bidders shall take note of the following conditions:

1. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days after award and before the contract can be signed.
2. Performance Guarantee to be submitted within 14 days after award.
3. The Bid Validity period is 90 days.
4. An approved and project specific Health and Safety file within 14 days upon appointment.
5. A Proposed Project Execution Plan & Program to proceed with works with occupied building.
6. No correction fluid to be used and all errors to be initialled.

Queries relating to the issue of these documents may be addressed in writing to:

Ms N Norexe

tenders@ecdc.co.za or nnorexe@ecdc.co.za

1.2. STAGE 1: EVALUATION OF LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS AND LOCAL CONTENT DECLARATION

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where x is the imported content in Rand 27

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

y is the bid price in Rand excluding value added tax (VAT) Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid: Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in table 1 below.

Bidder that fails to meet the minimum stipulated threshold for local production and content will be unacceptable and will not proceed to stage 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

1.3. STAGE 2 - FUNCTIONALITY

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **60%** for functionality (services) to be evaluated for stage 3 (Preferential procurement points).

Bidder to note the following for Functionality Evaluation:

- a) Adequate proof supporting the points claimed must be provided. (e.g., documents, agreement, qualifications, previous experience, certifications, etc.)
- b) Failure to submit relevant information with supporting document and adequate proof may result in ECDC not being able to allocate points for the Evaluation Criteria outlined below.

Table 1: Functionality Evaluation Criteria – Stage 2

EXPERIENCE (Read with Schedule T.2.2.2(a) requirements)	Allocated Points
(Bidder to submit a reference letter for each project completed.) 5 or more reference letters 4 or less than 5 reference letters 3 or less than 4 reference letters 2 or less than 3 reference letters Less than 2 reference letters	30 20 15 10 0
<p><u>Document to be submitted for points allocation</u> The Bidder must demonstrate that they have the relevant experience in Electrical Engineering Works - Building works submitting completed T.2.2.2 (a) reference forms or reference letters and/or completion certificates of completed Electrical Engineering Works - Building (Read with Schedule T.2.2.2(a) requirements)</p> <p>Reference letter/ Completion Certificate should indicate the following.</p> <ul style="list-style-type: none"> • Signature of the client or Client's Letter head or Client Stamp • Company name, contact person, contact details (telephone number and email address) • Value of the project • Description Works carried out • Works have been completed on time /within the stipulated contract period • Good or better quality of workmanship • Assessment of the quality of work performed • Reference letters/Completion certificates must not be older than 10 years 	
<p>EXPERTISE (CV's & Certified Copies of Qualifications of Key Personnel to be included in Returnables)</p> <p>Construction Manager / Electrician with a Wireman's License issued by Department of Labour</p> 10 years or more experience on Electrical building contracts 5 years but less than 10 years' experience on Electrical building contracts 3 years but less than 5 years on Electrical building contracts Less than 3 years' experience on Electrical building projects	15 10 5 0
<p>Construction Supervisor / Electrician with Wireman's License Electrician with a Wireman's License issued by Department of Labour</p> 10 years or more experience on Electrical building projects 5 years but less than 10 years' experience on Electrical building projects 3 years but less than 5 years' on Electrical building projects	10 5 3

Less than 3 years' experience on Electrical building projects	0
Electrical Works Artisan	
5 years or more experience on Electrical building projects	5
3 years but less than 5 years' experience on Electrical building projects	3
1 years but less than 3 years' experience on Electrical building projects	2
Less than 1 years' experience on Electrical building projects	0
PROJECT EXECUTION PLAN & PROGRAM	
Submission of both Project Execution Plan (Methodology) and Program Note: (to get points here, bidder must submit both required documents)	10
COMPANY LOCATION	
Locality of the bidder's main office/branch to the project location - The physical address of the office /office branch of the Bidder (Contractor)	
in East London OR greater Buffalo City Metropolitan Municipality (BCMM) areas = 10 Points	10
within Eastern Cape, but not in Buffalo City Metropolitan Municipality = 5 points	5
Outside Eastern Cape = 0 Points	0
This information will be verified from the FICA documents (Physical Address, Utility Bill, Telephone, Tax Clearance, Bank Statement, submitted by the bidder.	80
TOTAL MAXIMUM ACHIEVEABLE POINTS	48
MINIMUM POINTS REQUIRED	
Less than 3 years' experience on Electrical building contracts	

- Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- All bids that fail to achieve the minimum score will be disqualified.
- The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} \times 100 \text{ here:}$$

Ps = percentage scored for functionality by bid under

consideration So = Total score for bid under

consideration

Ms = Maximum possible score

The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

1.4. Stage 3 – Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific Goal	20
TOTAL POINTS	100

- a) Points awarded for price based will be based on the 80/20 Preference point systems
- b) The points scored by the tenderer/bidder for Price will be added to the points scored for ECDC specific goal to obtain the bidder's total points scored out of 100 points.
- c) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for ECDC specific goal
- d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- e) Should two or more bidders/tenderers be equal in all respects, the award shall be decided by the drawing of lots.
- f) The bidder obtaining the highest number of total points will be awarded the contract.
- g) Points scored will be rounded off to the nearest 2 decimal places.

h) Price

- (i) The lowest acceptable bid will score 80 points for price.
- (ii) The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- (iii) Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> • Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left[\frac{P_t - P_{min}}{P_t - P_{min}} \right]$ <p> P_s = Points scored for comparative price of bid / offer under consideration P_t = Comparative price of bid / offer under consideration P_{min} = Comparative price of lowest acceptable bid / offer </p>

Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

A.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 A.2 and A.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

A.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.*

A.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.

A.1.2 Tender Documents

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

A.1.3 Interpretation

A.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.

A.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in 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 tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- iv) 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.
- v)
- vi) 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.
- vii)
- viii) fraudulent practice means the misrepresentation of the facts 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.

A.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.

A.1.5 Cancellation and Re-Invitation of Tenders

A.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

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

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

A.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for thesecond time.

A.1.6 Procurement procedures

A.1.6.1 General

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

A.1.6.2 Competitive negotiation procedure

A.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 A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

A.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.

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

A.2 Tenderer's obligations

A.2.1 Eligibility

A.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.

A.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.

A.2.2 Cost of tendering

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

A.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.

A.2.3 Check documents

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

A.2.1 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.

A.2.2 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.

A.2.1 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.

A.2.2 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.

A.2.3 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.

A.2.4 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.

A.2.5 Pricing the tender offer

A.2.5.1 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 fourteen (14) days before the closing time stated in the tender data.

A.2.5.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

A.2.5.3 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.

A.2.5.4 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.

A.2.6 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.

A.2.1 Alternative tender offers

A.2.1.1 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.

A.2.1.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

A.2.1.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

A.2.2 **Submitting a tender offer**

A.2.2.1 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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

A.2.1.1 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.

A.2.1.2 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.

A.2.1.3 Sign (Signature by authorized personnel) 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.

A.2.1.4 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.

A.2.1.5 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.

A.2.1.6 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.

A.2.1.7 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.

A.2.1.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

A.2.2 **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.

A.2.3 Closing time

A.2.3.1 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.

A.2.3.2 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.

A.2.1 Tender offer validity

A.2.1.1 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.

A.2.1.2 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.

A.2.1.3 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).

A.2.1.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

A.2.2 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.*

A.2.3 Provide other material

A.2.3.1 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.

A.2.3.2 Dispose of samples of materials provided for evaluation by the employer, where required.

A.2.4 Inspections, tests and analysis

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

A.2.5 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.

A.2.6 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.

A.2.7 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

A.2.8 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.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.

A.3.1.2

- a) Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
 - b) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
 - c) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - d) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

A.2.1 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.

A.2.2 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.

A.2.3 Opening of tender submissions N/A

A.2.3.1 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.

A.2.3.2 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 ECDC specific goal and time for completion for the main tender offer only.

A.2.3.3 Make available the record outlined in A.3.4.2 to all interested persons upon request.

A.2.4 Two-envelope system

A.2.4.1 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.

A.2.4.2 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.

A.2.5 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.

A.2.1 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.

A.2.2 Test for responsiveness

A.2.2.1 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.

A.2.2.2A 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.

A.2.3 Arithmetical errors, omissions and discrepancies

A.2.3.1 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.

A.2.3.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with A.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.

A.2.3.3 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.

A.2.3.4 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.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

A.2.4 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.

A.2.5 Evaluation of tender offers

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

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

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.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive.

- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report.
- h) Confirm the recommendation contained in the tender evaluation report.

A.2.5.1 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.

A.2.6 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.

A.2.7 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

A.2.8 Prepare contract documents

A.2.8.1 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 other revisions agreed between the employer and the successful tenderer.

A.2.8.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

A.2.9 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.

A.2.10 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.

A.2.11 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.

A.2.12 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.

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF ECDC

Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the ECDC shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedures set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information, or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bidinvitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further

participation in the Bid or call for proposals. The disqualification will be applicable at any stage

of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.1 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

1.2 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidder's account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

1.3 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the **JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018**

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

1.4 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.5 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

ETHICS & FRAUD HOTLINE REPORTING CHANNELS



HOTLINE DETAILS Ethics & Fraud Hotline

HOTLINE DETAILS	
Hotline Name:	ECDC Ethics & Fraud Hotline
Contact Number:	0800 116 665
WhatsApp Number:	0860 004 004
Dedicated Email Address:	ecdc@behonest.co.za aidc@behost.co.za
SMS Number:	48691
Free Post	BNT165, Advance Call Pty (Ltd), Brooklyn Square, 0075
Website Link	www.behonest.co.za
Chat	www.behonest.co.za

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

T2.2. - Returnable schedules

T2.2.1 – Declarations

T2.2.2 – Functionality Evaluation Schedules

ANNEXURE C: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being nonresponsive.

Important Note: 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.

Legal Name of Bidder : (Same as CSD)	
Trading Name of Bidder: (Same as CSD)	
Registration Number (Same as CSD)	
Physical Address	
Postal Address	
Contact Person (of the JV if a the Bidder is a JV)	
Title/Position in the Firm	
Mobile Number (of the JV if a the Bidder is a JV)	
Bidder Telephone Number (of the JV if a the Bidder is a JV)	
Facsimile Number	
Email Address of Contact Person (of the JV if a the Bidder is a JV)	
Email Address of Bidder (of the JV if a the Bidder is a JV)	
VAT Registration Number (Same as CSD)	

Central Supplier Database Number	MAAA
CIDB Registration Number	

Very Important:
(Attach B-BBBEE Status Verification from Accredited Service Provider or B-BBBEE Sworn Affidavit (for EME's and QSEs) must be submitted in order to qualify for preference points for B-BBEE)

Are the Accredited Representative in South Africa for the Goods/Services/Works Offered? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	Are you a foreign based supplier for the Goods/Services/Works Offered? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

Is the Entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register

VERY IMPORTANT

Where a person within the Bidding Entity is an Employee of the State, Bidder should

- a. submit a signed letter on a letter head from their Accounting Officer/Accounting Authority (AO/AA of the Government Institution where they are employed) stating that they are not prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2012 (Act No. 11 of 2014- "The PFMA")
- b. submit a signed letter on a letter from their AO/AA granting permission to perform other remunerative work outside of their employment where the PAMA does not apply to such an employee

ECDC reserves the right to verify such information from their AO/AA

SERVICE PROVIDER ACKNOWLEDGEMENT OF REQUEST AND TERMS AND CONDITIONS:

I.....(NAME) HEREBY ACCEPT THE TERMS OF THIS REQUEST FOR BID AND ACKNOWLEDGE THAT I AM APPROPRIATELY DELEGATED TO RESPOND ON BEHALF OF (ATTACH DELEGATION OF AUTHORITY)

(NAME OF BIDDER).

Print Name

Date

Designation

Signature

Annexure D: Location		
1	Where is the Bidder's main office?	
	Other offices:	

Annexure G: BIDDER'S DISCLOSURE (SBD4)

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being nonresponsive.

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, _____ or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6

OPPFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SIGNATURE OF BIDDER OF DELEGATED AUTHORITY		DATE	
-----------------------------------------------------------	--	-------------	--

² 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.

ANNEXURE H: STATEMENT OF CONSENT TO DATA PROCESSING

In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)

1. I, _____ (full names of the **client/applicant**),

Identity number _____ (**"the applicant"**)

do hereby grant my consent to the Eastern Cape Development Corporation ("the ECDC") and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.

2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.
3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.
4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document.**
6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.
7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.
8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.
9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**
10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

SIGNATURE of the DELEGATED AUTHORITY		DATE	
---------------------------------------------	--	-------------	--

SBD 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 **Principle applicable for this tender /quotation is:**
- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
51% and above black owned enterprise	10
Eastern Cape Based Supplier	05
51 % and above woman owned enterprises.	03
51 % and above youth owned enterprises	02
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

“tender” means a written offer in the form determined by an organ of state in response to an invitation to

- (a) 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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.3.

2.4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

2.4.1. POINTS AWARDED FOR PRICE

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

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

Where P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. 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:

3.2. 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—

(c) 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

(d) 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.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SPECIFIC GOALS				
51% and above black owned enterprises		10		
Eastern Cape Based Supplier		05		
51 % and above woman owned enterprises.		03		
51 % and above youth owned enterprises		02		

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:
.....

3.5. TYPE OF COMPANY/ FIRM

- Partnership/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]

3.6. I, the undersigned, who is duly authorised 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 furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in 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 favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

ANNEXURE L: SBD 6.2 – Declaration Certificate For Local Production And Content for Designated Sector Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being non responsive.

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates (Annex C (Local Content Declaration: Summary Schedule) , D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) .

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced/manufactured goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraphs 1.2 , a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = \frac{x}{y} \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1268:2011 is accessible on <http://www.thedti/industrialdevelopment/ip.jsp> at no cost

- 1.6 A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration : Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1 “bid”** includes advertised competitive bids, written price quotations or proposals
- 2.2 bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3 “contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production,
- 2.5** where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.6 “duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.7 “imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and
- 2.8** which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.9 “Local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.10 “Stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.11 “sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract in the execution part of a project in terms of the contract

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011 for this bid is/are as follows

Table 1

Electrical Cables

Designated Sector /Sub-sector/ Industries	Minimum threshold for local content
Electrical Cables	90%

3. Does any portion of the services, works or goods offered have any imported content?

(Tick Applicable Box)

YES NO

.....

.....

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where , after the award of a Bid, challenges are experienced in the meeting the stipulated minimum threshold for local content, the DTI must be informed accordingly in order for the DTI to verify and consultation with the AO/AA provide directive in this regard.

**LOCAL CONTENT DECLARATION BY THE CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No. ECDC/INFRA/12/072023

ISSUED BY: (Procurement Authority / Name of Institution):

NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp

Bidders should first complete Declaration D After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph C below.

Declaration D and E should be kept by the Bidder for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as

of..... (name of bidder entity), the following:

The **facts** contained herein are within my own personal knowledge.

I have satisfied myself that

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011 and

The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 and information contained in Declaration D and E which has been consolidated in Declaration C above :

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content paragraph 3 above)	R
Local content %, as calculated in terms of SATS 1286:2011	R

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may Result in the procurement authority / institution imposing any or all the remedies has provided for in regulation 14 of the

Preferential procurement regulations, 2017 promulgated under the policy framework Act, (PPFA) 2000 (Act No.5 of 2000).

NAME:

SIGNATURE:.....

WITNESS No. 1 _____ DATE:

WITNESS: No. 2 DATE:

The below listed declarations are attached in the next three pages that follow;

- **Declaration C SATS 1286.2011**
 - Local Content Declaration – Summary Schedule

- **Declaration D SATS 1286.2011**
 - Imported Content Declaration – Supporting Schedule to declaration C
- **Declaration E SATS 1286.2011**
 - Local Content Declaration _- Supporting Schedule to declaration C
- Bidders should first complete annexure D, after completing annexure D, bidders should complete annexure E and then consolidate the information on annexure C.
- Annexure C should be submitted with the with the bid documentation on the closing date in order to substantiate the declaration made on annexure J.
- The successful bidder is required to continuously update annexures C, D and E with the actual for the duration of the contract.
- Bidders should obtain copies of certificates of trading the subject materials from manufactures/suppliers and attach them in the bid document in order to substantiate annexure J above.

Templates of Declarations C, D and E follow

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Item 4.1.1 of BOQ	120mm ² 4 core Cable										
Item 4.1.2 of BOQ	95mm ² 4 core Cable										
Item 4.1.3 of BOQ	70mm ² 4 core Cable										
Item 4.2.1 of BoQ	120mm ² 4 core Cable Terminator										
Item 4.2.2 of BoQ	95mm ² 4 core Cable Terminator										
Item 4.2.3 of BoQ	70mm ² 4 core Cable Terminator										

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

T2.2 .2- Functionality Evaluation Schedules

T2.2.2a: SIMILAR PROJECTS COMPLETED SUCCESSFULLY WITH REFERENCE LETTERS

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being nonresponsive.

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Bidders are required to provide a schedule of similar work in complexity that was successfully completed with contactable references as per the attached forms below.

OR

Submit a reference letter that indicates the following

Signature of the Client

On Clients Letter Head or Client Stamp

Company Name, contact person, contact details (telephone number and email etc)

Value of the Project

Scope of works carried out

Works have been completed on time/within stipulated contract period

Good or better workmanship



Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS BID RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____

Place company stamp below:

Tel: _____

E-mail Address _____

Signature: _____ Date: _____

Reference No 2



Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ **Place company**

stamp below: Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No



Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

Reference No



Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

1. KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

2. TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

3. FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

4. COMMENTS:

Project Manager/Principal Agent: _____ **Place company stamp here:**

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____



Reference No 5

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Sir/Madam,

We are in the process of evaluating _____ for the above project.

Tenderers Company Name

They have listed you as a reference. Please evaluate the contractor's performance on the criteria listed below by ticking the appropriate boxes. This form to be submitted with the bid. If you have any questions, please do not hesitate to contact us.

NAME OF EMPLOYER	NAME OF PROJECT	CONTRACT PERIOD	VALUE OF WORK

k) KNOWLEDGEABLE IN THE FIELD IN WHICH THIS QUOTATION RELATES TO

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

l) TIME PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

m) FINANCIAL PERFORMANCE

EXCELLENT	VERY GOOD	GOOD	FAIR	POOR
5	4	3	2	1

n) COMMENTS:

Project Manager/Principal Agent: _____ Place company stamp here:

Tel: _____

E-mail Address: _____

Signature: _____ Date: _____

T2.2.2 b – Construction Method Statement

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Work Organization Program and Scheduling

Bidder to provide a Detailed Gantt Chart (Works Breakdown Structure Program) Showing:

- **Summary tasks**
- **Indicating a Critical Path**
- **Time-lines within the project period**

Work organization program and scheduling to be attached here

**T2.2.2 c – Key Personnel Qualifications
(Construction Manager / Licensed Electrician)**

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Attach documents & Certified Copies of Qualifications here

T2.2.2 d – Key Personnel Qualifications

(Construction Supervisor / Licensed Electrician)

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Attach documents & Certified Copies of Qualifications here

T2.2.2 e – Key Personnel Qualifications

(Artisan)

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Attach documents & Certified Copies of Qualifications here

T2.2.2 f – Key Personnel Qualifications

(Skilled Staff)

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Attach documents & Certified Copies of Qualifications here

T2.2.2 g – Key Personnel Experience

(Semi-Skilled Support Staff)

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Attach documents & Certified Copies of Qualifications here

T2.2.2 h – Company Experience
(1) Practical Completion Certificate (completed projects)

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Supply and Installation of related projects with similar scope of works and complexity will be considered forevaluation purposes.

Projects with no-related scope of works will be disqualified.

Attach document here

T2.2.2 i – Contactable References

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Provide a schedule of contactable references

Attach document here

T2.2.2 j – Scope of Works and Detailed Specifications

Note: Mandatory Returnable Schedule. Failure to submit as required will result in the bid being non-responsive.

Project title:	150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)
Bid No:	ECDC/INFRA/12/072023

Tenderer herewith confirms by signing below that he has read and understand the full scope of works and associated detailed specifications of this contract.

The client will not entertain any additional amount claimed due to a lack of understanding the full spectrum of the works.

Company Name:

.....
.....

Tenderer

Name:.....Signature.....Date.....

Company Authorised/

Accountable Person

Name:.....Signature.....Date.....

Company Stamp:

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of Offer and Acceptance

C1.2 - Contract Data

C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure L:

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note: Mandatory Requirement. Failure to complete and Sign this document will result in the bid being nonresponsive.

OFFER

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

PROJECT: 150KVA OUTDOOR STANDBY GENERATOR INSTALLATION FOR ECDC HEAD OFFICES OCEAN TERRACE PARK, MOORE STREET, QUIGNEY, EAST LONDON (EL)

Bid No : ECDC/INFRA/12/072023

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

R..... (in figures)

.....
.....

Rand (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....
..... And:
whose registration number is:

.....
.....
And: whose income tax reference number
is:

.....

Trading under the name and style of:

<p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p> <p>.....</p>	<p>Note:</p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SIGNED FOR THE TENDERER:

--	--	--

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

SIGNED BY WITNESS:

--	--	--

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no

:.....
.....

Cellular phone no

:.....
.....

Fax no

:.....
.....

Postal address

:.....
.....

Banker

:.....
.....

Branch

:.....
.....

ACCEPTANCE

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings
and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any).

Unless the bidder 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.

Signed for the ECDC:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

Schedule of deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 document 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 document 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	

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

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

Signed for the ECDC

Name of Representative	Capacity	Signature

Signed by Bidder:

Name of Representative	Capacity	Signature

C1.2 - Contract data

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018 is applicable to this Contract and is incorporated herein by reference a copy of these.

Copies of these Conditions of Contract may be obtained from the offices of ECDC, Ocean Terrace, Quigney, EastLondon Tel. No. +27 43 704 5600

The JBCC Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and JBCC Principal Agreement Edition 6.2, May 2018 shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA															
Clause	Data														
27.1	The Latent Defects Liability Period is: Ten (10) years commencing at the start of the construction period and ending 10 years from the date of final completion.														
24.0	The time for achieving Practical Completion for this project is: five (5) calendar months from the Commencement Date. The construction period excludes the period that will be taken for acquiring the construction work Permit. (Contractor to communicate this with the Client)														
1.0	The name of the Employer is: Eastern Cape Development Corporation														
1.0	The name of the Employer's Agent is: RNA Consulting Engineers														
1.0	The address of the Employer for receipt of communications is: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Physical address:</u></td> <td style="width: 50%;"><u>Postal address:</u></td> </tr> <tr> <td>Eastern Cape Development Corporation</td> <td>P.O Box 11197</td> </tr> <tr> <td>Ocean Terrace Park</td> <td>Southernwood</td> </tr> <tr> <td>Moore Street</td> <td>5213</td> </tr> <tr> <td>Quigney, East London</td> <td></td> </tr> <tr> <td>5201</td> <td></td> </tr> <tr> <td>Tel : +27 43 704 5600</td> <td></td> </tr> </table>	<u>Physical address:</u>	<u>Postal address:</u>	Eastern Cape Development Corporation	P.O Box 11197	Ocean Terrace Park	Southernwood	Moore Street	5213	Quigney, East London		5201		Tel : +27 43 704 5600	
<u>Physical address:</u>	<u>Postal address:</u>														
Eastern Cape Development Corporation	P.O Box 11197														
Ocean Terrace Park	Southernwood														
Moore Street	5213														
Quigney, East London															
5201															
Tel : +27 43 704 5600															
CONTRACT SPECIFIC DATA: ADDITIONAL CLAUSES															
	The following additional clause applies:- In the event of any discrepancy or conflict between any parts of the Contract Documents, the														

	<p>order of preference shall be as follows:</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardized/Particular Specifications 6. Contract Drawings (No drawings available) 7. Schedule of Quantities
	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer on behalf of the Contractor.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractor's possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods certified for payment and the insurance policy ceded in full to the Employer.</p>
	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the Contract:</p> <ul style="list-style-type: none"> • Nomination of Employer's Agent's Representative • Employer's Agent's authority to delegate • Non-working times • Suspension of the Works • Acceleration instead of extension of time
	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>

	<p>All references to “design” are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan • Methodology on how to proceed with work while building is occupied • Initial programme • Security • Insurance • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
	<p>Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.</p>
	<p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.</p>
	<p>The non-working days are: Saturdays and Sundays. The special non-working days are:</p> <p>(1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2023 and ending on 8 January 2024 both days included.</p>
	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p>

	A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out above.
	The penalty for failing to complete the Works is: 2.75c / R100 of contract value (excl. VAT) per calendar day
	The security to be provided by the Contractor shall be performance guarantee and shall be one of the alternatives scheduled in Part 2: Data Provided by the Contractor. The performance guarantee shall contain the wording of the document included in PART 3 (Pro-forma Forms).
	The percentage allowances to cover overhead charges for day work are as follows: <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.
	The following additional clause shall apply: Should the necessity arise the Contractor will have to provide a Bank approved guarantee as a payment guarantee for the sum of materials off site, on proof of order of such materials
	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
	The following additional clause shall apply: The Works are measured in accordance with the current Standard System of Measuring Building Works South Africa, No claims arising from the method of measurement will be entertained.
	Contract Price Adjustment: N/A The value of all certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of $x = 0.15$ The value of coefficients are: $a = 0.30$ $b = 0.30$ $c = 0.35$ $d = 0.05$ The province wherein the larger part of the Site is located is the Eastern Cape . The area for the Producer Price Index for fuel is Inland . The base month is the month prior to tender closing.

The additional Conditions of Contract are:	
	Public Liability: R 10 million per incident.
	Add new sub clause Applicable labour laws The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63

The additional Conditions of Contract are:

of 25 January 2002, as reproduced below, shall apply to works described in the scope of works being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "worker" means any person working in an elementary occupation on a SPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2 Terms of work

2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal hours of work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week;
- (b) on more than five days in any week; and
- (c) For more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

	<p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The additional Conditions of Contract are:	
	<p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5 Special conditions for security guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily rest period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7 Weekly rest period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p>8 Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily task rate, if the worker works for less than four hours;</p> <p>(b) Double the worker's daily task rate, if the worker works for more than four hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p> <p>9 Sick leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another</p>

	<p>contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.⁸</p> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p>

The additional Conditions of Contract are:	
	<p>10 Maternity leave</p> <p>10.1 A worker may take up to four consecutive month's unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternityleave.</p>

- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.
- 11 Family responsibility leave**
- 11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of
 - (i) the employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 12 Statement of conditions**
- 12.1 An employer must give a worker a statement containing the following details at the start of employment:
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) The training that the worker will receive during the SPWP.
- 12.2 An employer must supply each worker with a copy of these conditions of employment.

The additional Conditions of Contract are:

13 Keeping records

13.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing:
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) The actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) Pay the employer or any other person for having been employed.

The additional Conditions of Contract are:

16 Health and safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

(e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16.2 A worker must –

(a) work in a way that does not endanger his/her health and safety or that of any other person;

(b) obey any health and safety instruction;

(c) obey all health and safety rules of the SPWP;

(d) use any personal protective equipment or clothing issued by the employer;

17 Compensation for injuries and diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –

(a) the worker's full name;

(b) the name and address of the employer;

(c) the SPWP on which the worker worked;

(d) the work performed by the worker;

(e) any training received by the worker as part of the SPWP;

(f) the period for which the worker worked on the SPWP;

	(g)
--	-----

The additional Conditions of Contract are:	
	(g) Any other information agreed on by the employer and worker."

PART 2:

DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the **JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018** in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from the Principal Agent

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

Clause	Data												
	The name of the Contractor is:												
	The address of the Contractor for receiving notices is: <u>Physical Address:</u> <u>Postal Address:</u> Telephone:..... Facsimile:..... E-mail:.....												
	<table border="1"><thead><tr><th>Type of Security</th><th>Contractor's Choice Indicate "Yes" or "No"</th></tr></thead><tbody><tr><td>The security to be provided by the Contractor shall be one of the following:</td><td></td></tr><tr><td>1. Variable construction guarantee</td><td></td></tr><tr><td>2. Fixed construction guarantee</td><td></td></tr><tr><td>3. Advanced payment guarantee</td><td></td></tr><tr><td>4. 10% Security Adjustment (Retention)</td><td></td></tr></tbody></table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		1. Variable construction guarantee		2. Fixed construction guarantee		3. Advanced payment guarantee		4. 10% Security Adjustment (Retention)	
Type of Security	Contractor's Choice Indicate "Yes" or "No"												
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1. Variable construction guarantee													
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3. Advanced payment guarantee													
4. 10% Security Adjustment (Retention)													

C1.3 – Form of Guarantee

Part C2: Pricing data

C2.1 - Pricing instructions

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offersubmitted, such tender will be regarded as non-responsive and not be considered.**
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of- loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.
- C2.1.1.9 Schedule of Prices shall be completed and signed in **black ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.
- C2.1.1.10 **The Bills of Quantities are not to be used for the purpose of ordering materials**

DAYWORK SCHEDULE

This Day work Schedule shall be used at the discretion of the Principal Agent for the valuation of extra work, which cannot conveniently be valued at the rates submitted in the Bills of Quantities.

The rates entered for labour, plant (equipment) and materials shall not be inclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay, use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances, provision being made for the insertion of percentage, to cover all these items which are henceforth termed "on-costs". The rate used in the deduction of the value of the day work being thus the basic rate plus the percentage "on-costs".

In the case of plant no "on-cost" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include operator's costs, consumable stores, maintenance, etc.

The Tenderer must fill in each item listed in **Bill No.6 - Adjustments to N/S Contract Value** in the Bills of Quantities, or their tender may be rejected as being incomplete.

- A LABOUR - Item 6.1 – 6.10**
- B MATERIAL – Item 6.11 (where not listed in scheduled items)**
- C EQUIPMENT – Item 6.12 & 6.13**

TENDERER'S NAME:.....COMPANY STAMP:

SIGNATURE:
.....

DATE:
.....

C2.2 - Bill of Quantities

(See Attached)



Part C3: Scope of work
C3 - Scope of work

1 Background To

ECDC Vision

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

Mission

To promote sustainable economic development in the Eastern Cape through focused:

- a) Provision of innovative development finance
- b) Leveraging of resources, strategic alliances, investment and partnerships.

Legislative Mandate

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT)

Section 3 of the ECDC Act states that the Corporation shall “plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance”.

2 Scope of Works

2.1 General description of the works

The description and scope of works, as described hereunder are a general guide only and may be subject to change. No liability or claim will be accepted should this information provided change or be regarded as misleading.

The work comprises the following:

- Conducting of Load Profile recording on the existing Main Distribution Board in Ground Floor DB Duct;
- Disconnect, Remove, Service, Repair & Transport existing 83kVA John Deere outdoor standby generator to new location;
- Supply & Install new 150kVA outdoor standby generator;
- Construction of a bunded plinth for the new generator;
- Perform Tests, Submit Records and Certificates for the Standby Generator;
- Test completed installations and issue Certificate of Compliance for Electrical Installation;
- Produce marked As-Built drawings for Electrical Installation;
- Etc (As contained in the attached BOQ)

2.2 Variation in the Scope of Work

The Client retains the right to omit specific sections of the work prior to signing the contract and in the event that such omissions are incorporated in the contract it is hereby agreed that no claim for loss of profit will be entertained. In addition, tenderers are required to price all work in a "stand-alone fashion" so that profit/mark-up etc are such that omission of any of the tendered works will NOT render the remaining contract work visible.

2.4 Temporary works, etc.

Tenderers are advised that, in view of the nature and extent of the works temporary works are an essential part of the works. Tenderers must therefore fully examine and understand the nature and extent of the proposed works and must allow in their pricing for all access, structures, hoardings and other temporary works. Refer also to Clause 4.2: Enclosure of the Works in the Preliminaries Section of this document.

3. General

3.1 Damage to other services

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Principal Agent.

The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Principal Agent.

The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Principal Agent so that he can recover such costs from the responsible party.

This repair work may only be done on the written instruction from the Principal Agent. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

3.2 Local labour and local authorities

Local Labour:

It is intended that the project must make maximum possible use of local labour which is presently unemployed in the area of which the project is performed.

All unskilled labour shall be from the Local Municipal Supply area.

Engagement of local labour shall be controlled in a formal manner through the client's labour liaison body. It is furthermore expected that the labour liaison body will assist in the monitoring of labour goals.

3.3 Liaison with Local Authorities

The contractor will have to liaise with local authorities regarding the following matters:

3.3.1 Locating of existing underground services.

3.3.2 Protection of existing services during construction.

It is the contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work.

The contractor should also warn the authorities at least 48 hours before the actual work commence.

Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the local authorities informed.

The Principal Agent or employer must immediately be notified, should the contractor experience any problem regarding work, which involves a local authority.

3.4 Community Liaison and Community Relation

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Principal Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Principal Agent.

All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Principal Agent.

Where the Contractor is of the opinion that any instruction of the Principal Agent issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of the conditions of contract.

3.5 OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan, to be prepared by the Employer's Agent and issued to the contractor.

3.5.1 Safety Precautions

Notwithstanding the fact that the Contractor is solely responsible for the actions of his staff and any duly appointed sub-contractors, the Principal Agent reserves the right for himself, or his nominated representative, to inspect and monitor working methods and materials handling to ensure that safe working practices are being adhered to at all times.

3.5.2 Health and Safety Specifications

Please refer to Annexure A in Part C.4 for the Health and Safety Specification.

4. CONDITIONS SPECIFIC TO THIS BID

4.1 Responsibilities and duties

Notwithstanding the fact that a description of the services has been provided above, ECDC shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.

The service provider shall at all times faithfully and timeously carry out and perform the Services and shall use its best endeavours to properly conduct, improve, extend and develop the business of ECDC in the provisioning of the services.

The Services Provider shall as part of his duties, attend such meetings as may be required by ECDC from time to time and submit weekly or monthly progress reports on the services as may be required and requested by ECDC.

4.2 Obligation to perform and sub-contracting

The bidder shall notify ECDC in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the bidder from any liability or obligation under the contract.

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with ECDC's prior written consent.

4.3 Performance guarantee

Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to ECDC the performance security of the amount specified above.

The proceeds of the performance security shall be payable to ECDC as compensation for any loss resulting from the bidder's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to ECDC and shall be in one of the following forms:

A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa, acceptable to ECDC, in the form provided in the bid documents or another form acceptable to ECDC; or

A cashier's or certified cheque

The performance security will be discharged by ECDC and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance obligations under the contract, including any warranty

obligations, unless otherwise specified in SCC.

Notwithstanding the provisions above, the bidder shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

4.4 Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, ECDC is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to ECDC or ECDC may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

4.5 ECDC facilities

Unless otherwise agreed in writing by ECDC, the Service Provider will work from its own office and provide its own facilities, such as transport, telephone, cell phone, fax and computer facilities to perform the services.

The service provider may use certain facilities made available by ECDC to assist in performing the services, including but not limited to computer facilities, telephone and fax facilities and stationery. In this regard the service provider agrees to:

Abide by the health, safety and security measures as prescribed by ECDC from time to time;

To use such accommodation and facilities entirely at his own risk and ECDC shall not be liable for any loss or damage whatsoever and howsoever caused arising out of or in connection with the use of these items, other than loss or damage caused as a result of ECDC's own wilful misconduct.

4.6 Force majeure

If a force majeure situation arises, the bidder shall promptly notify ECDC in writing of such condition and the case thereof. Unless otherwise directed by ECDC in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

4.7 Insurance

The contractor shall affect and maintain all required and/or necessary insurances

in accordance with Clause 12 of the **JBCC Series 2000 Principal Building Agreement Edition 6.2 prepared by the Joint Building Contracts Committee, May 2018.**

4.8 Responsibility to perform

Delivery of the goods and performance of services shall be made by the bidder in accordance with the timeschedule prescribed by ECDC in the contract.

If at any time during performance of the contract, the bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the bidder shall promptly notify ECDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, ECDC shall evaluate the situation and may at his discretion extend the bidder'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.

ECDC reserves the right to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the bidder's point of supply is not situated at or near the place where the supplies are required, or the bidder's services are not readily available.

A delay by the bidder in the performance of its delivery obligations may render the bidder liable to the imposition of penalties, unless an extension of time is agreed upon without the application of penalties.

ECDC 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.

Where necessary, ECDC may also consider termination of the contract in accordance to the requirements of the Construction Agreement conditions applicable for administration of this contract.

4.9 Duration of the contract

The construction project duration is **5 Months** from date of appointment. The successful Bidder shall be required to complete and submit the signed and duly completed **client recommended Services Level Agreement**.

Upon any delay beyond the delivery period in the case of a supplies contract, ECDC shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the bidder's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the bidder. (N/A)

4.10 Paym

Payments shall only be made in accordance with the fees as quoted in this documentation. Prices charged by the bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in this bid, with the exception of any price adjustments authorized at ECDC's request for bid validity extension, as the case may be.

ECDC will reimburse the service provider for expenses and disbursements incurred subject to the submission of satisfactory proof that such expenses and disbursements have been incurred and subject to it being within the budget as indicated in this documentation.

The service provider shall from time to time during this contract duration furnish ECDC with a VAT compliant tax invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Each invoice must be accompanied by a detailed timesheet and expense claim forms substantiating the amount claimed.

Payments shall be made promptly by ECDC in Rand, but in no case later than thirty (30) days after submission of a VAT compliant tax invoice and supporting documentation by the service provider if the services have been properly executed as agreed.

The service provider shall retain all proof of expenditure and maintain such accounts and records as are reasonably necessary, claimed above, should ECDC require an audit to substantiate that expenditure and allow ECDC's own personnel or an independent auditor access to those records.

Should the above audit reveal that ECDC has been overcharged, the Service Provider will re-imburse the ECDC the amount overcharged within 30 days inclusive of interest calculated at prime plus 2% per annum.

A foreign bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Republic of South Africa.

A local bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to ECDC.

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

ITEM	DESCRIPTION	UNIT	RATE			AMOUNT
			Fixed	Value Related	Time Related	
1.0	<u>BILL NO. 1 : PRELIMINARY & GENERAL</u>					
1.1	Contract Works Insurances	Sum				
1.2	Supplementary Insurance	Sum				
1.3	Public Liability Insurance	Sum				
1.4	Construction Guarantee / Security	Sum				
1.5	Compliance with Construction Regulations and Health and Safety Act	Sum				
1.6	Tools and Equipment	Sum				
1.7	Others (Please Specify)					
1.7.1	-----					
1.7.2	-----					
1.7.3	-----					
1.7.4	-----					
TOTAL BILL NO.1 TO PRICE SUMMARY						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
2.0	<u>BILL NO. 2 : STANDBY GENERATOR</u>					
2.1	150kVA outdoor standby diesel generator set in a sound attenuated 3CR12 or Corten steel enclosure as specified complete with a 48 hour full load running fuel tank (250 + 1200 = 1500 Litres), 1250L double skin bulk fuel tank to be installed as an extension to the generator belly tank including Built-in AVR to deliver non fluctuating power. Proof of enclosure construction material required.	No	1			
2.2	Electrically operated fuel pump mounted inside the generator enclosure complete with hoses suitable for all diesel fuels available in South Africa.	No.	1			
2.3	Set of SABS approved ear muffs to be kept in a storage box inside the generator enclosure including a storage box.	No.	2			
2.4	Klaxon type SY2/725 alarm and hooter installation, including all required cabling, connections and alarm warning strobe lights.	No.	1			
2.5	Remote Alarm Mimic Panel, installed at the security counter, including connections between generator and Mimic panel	No.	1			
2.6	Blaze cut Fire Suppression system (FM200 tube c/w pressure switch) to be installed within the canopy of the generator. Pressure switch to be integrated to interface monitoring unit on site.	No.	1			
2.7	2,5mm ² x 12 Core PVC SWA multi core control cable (remote alarm mimic panel connection to generator connection)	m	150			
2.8	First tank full of diesel fuel (all tanks) and full lubrication oil sump. Diesel fuel Prime Cost R23,00 per litre, delivered to site (Testing and full tank at Practical Completion). The tank must be a full after Load Testing and Commissioning, i.e. at site handover to the client.	Lt	1530			
2.9	Set of Service and Operation Manuals, Record Drawings and Diagrams in hardcopy files & electronically on flash drives.	Set	3			
2.10	Money provision to fly the Engineer from the East London Airport, and/or drive, to the supplier's factory/workshop (if outside of the Eastern Cape) to inspect and witness the testing of the first completed unit.	Sum	1			
2.11	Test and commission standby generator in the assembler's workshop and submit tests reports.	Sum	1	----		
Carried Forward from Next Page						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
Brought Forward from Previous Page						
2.12	Run-tested the generator on site for thirty (30) minutes and do final onsite adjustments	Sum	1	----		
2.13	Assist the ECDC with the procurement and registration of a data SIM card to be installed in the generator cell phone modem. GSM/Data card monthly contract with a data bundle of size adequate for communications and monitoring via SMS and web based system, including external antenna, for a period of 24 months	Sum	1	----		
2.14	Provide Training to personnel (to be identified by the ECDC) on the Operation of the Generator set.	No.	3		----	
2.15	First 12 months Guarantee & Maintenance	Sum	1	----		
2.16	Construction of the Generator mounting bunded concrete plinth, complete with sump and chamber with a draining gate valve.	No.	1			
2.17	Allowance for Disconnect, Servicing & Repair of the existing 83kVA outdoor generator; including replacing of rusted exhaust & sound attenuated enclosure; Removing & Relocation (crane truck, rigging, etc.) from site, to a site to be specified later by ECDC which maybe ±400kms away. Quotes to be submitted before work is carried out.	Sum	1	----	50 000.00	R50 000.00
2.17.1	Mark-up on Item 2.17 above	%		----	----	
TOTAL BILL No.2 CARRIED TO PRICE SUMMARY PAGE						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
3.0	<u>BILL No. 3: DISTRIBUTION BOARDS</u>					
3.1	<u>Distribution Board Equipment</u> NOTE: All equipment to be SABS approved and bear the SABS performance mark					
3,1,1	5A to 25A 6kA SP circuit breaker (Curve-1)	No.	1			Rate Only
3,1,2	15A to 25A 6kA DP circuit breaker (Curve-1)	No.	1			Rate Only
3,1,3	25A to 32A 6kA TP circuit breaker (Curve-1)	No.	1			Rate Only
3,1,4	5A to 25A 6kA SP circuit breaker (Curve-2)	No.	1			Rate Only
3,1,5	5A to 25A 6kA DP circuit breaker (Curve-2)	No.	1			Rate Only
3,1,6	25A - 32A 6kA TP circuit breaker (Curve-2)	No.	1			Rate Only
3,1,7	63A -100A 10kA TP circuit breaker (Curve-1)	No.	1			Rate Only
3,1,8	63A -100A 10kA TP circuit breaker (Curve-2)	No.	1			Rate Only
3,1,9	120 - 200A 15kA TP circuit breaker	No.	1			Rate Only
3,1,10	63A 30mA Earth Leakage Unit with protective circuit breaker (single-phase)	No.	1			Rate Only
3,1,11	63A 30mA Earth Leakage Unit with protective circuit breaker (three-phase)	No.	1			Rate Only
3.2	Allowance for a Load Profile recording be conducted onto the existing building's main distribution board, on the Ground Floor, for a period of one month (30 days), issuing of finding report & recorded data. Quotes to be submitted before work is carried out.	Sum	1	----	25 000.00	R25 000.00
3.2.1	Mark-up on Item 3.3 above	%		----	----	
TOTAL BILL No.3 CARRIED TO PRICE SUMMARY PAGE						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
4.0	BILL No.4 : LOW VOLTAGE CABLES & CABLE SLEEVES					
4.1	Cables Multicore ECC PVC/SWAPVC cable with stranded copper conductors to SANS 1507-3 drawn into cable sleeves, installed on cable trays/ladders or laid in trenches and ducts					
4,1,1	120mm ² 4 core	m	1			Rate Only
4,1,2	95mm ² 4 core	m	120			
4,1,3	70mm ² 4 core	m	1			Rate Only
4.2	Cable Terminations					
4,2,1	120mm ² 4 core	No.	1			Rate Only
4,2,2	95mm ² 4 core	No.	4			
4,2,3	70mm ² 4 core	No.	1			Rate Only
4.3	LV Cable Joint Kit for					
4,3,1	95m ² cable joining kit and accessories	No.	2			
4,3,2	70m ² cable joining kit and accessories	No.	1			Rate Only
4.4	Trenching Excavation 600mm deep x 400mm wide including backfilling and compacting					
4,4,1	In earth	m ³	1			
4,4,2	Soft rock EXTRA OVER earth	m ³	1			
4,4,3	Hard rock EXTRA OVER earth	m ³	1			Rate Only
4,4,4	Through concrete apron, paving and/or tar; trenching to be reinstating concrete sidewalks to Civil Engineers specifications	m	20			
4,4,5	Selected fines bedding 150mm under cable and 150mm on top of cable (when required by soil conditions)	m ³	2			
4,4,6	Low Voltage Cable marker tape laid in an open trench and 150mm above a cable 150mm wide 800 gauge cable marker tape.	m	20			
4,4,7	5mm nylon drawn cable drawn into spare sleeves	m	1			Rate Only
4,4,8	250mm High truncated pyramid cable route marker with stainless steel insert engraved with the cable details e.g. "Low Voltage 25mm ² 4C CABLE from DB-A to DB-B/Load X". installed to protrude 150mm above ground on soft soil and be flush with paved surfaces. At every cable start point and end point and every 30m along the length and at every cable route direction change.	No.	1			Rate Only
Carried Forward from Next Page						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
Brought Forward from Previous Page						
4,4,9	Double skin brick manhole, 900mm x 900mm x 600mm deep minimum inside dimensions with heavy duty cover	No.	1			
4.5	<u>Cable Sleeves & Bends</u> Corrugated (HDPE) cable sleeve laid in open trench including cutting, joining and slow bends NOTE: Spare sleeves for future use to be sealed at both ends					
4.5,1	110mm diameter	m	25			
4.5,2	50mm diameter	m	1			Rate Only
4.6	<u>Cable Ladder</u> Medium duty hot dipped galvanised cable ladder including splices clamps, hold down saddles and suspension materials installed at high level. Ladder spanning to be at 1.6m intervals					
4.6.1	150mm wide	m	25			
4,6,1,1	90 degrees Horizontal elbow	No.	2			
4,6,1,2	External elbow (dropper)	No.	1			
4,6,1,3	Internal elbow (riser)	No.	1			
4,6,1,4	4-Way Crossover	No.	1			Rate Only
4.7	<u>Cables Labelling</u> Label cables on both ends with labelling beads or non-corroding straps to indicate their connection points	Sum	1	-----		
TOTAL BILL No. 4 CARRIED TO PRICE SUMMARY PAGE						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

NB All materials must be of South African manufacture. The Electrical Subcontractor must submit proof of unavailability where this requirement cannot be fulfilled.

ITEM	DESCRIPTION	UNIT	QNTY	RATE		AMOUNT
				SUPPLY	INSTALL	
5.0	<u>BILL No. 5 : SUNDRY ITEMS</u>					
5.1	Liasoning with Buffalo City Metropolitan Municipality (BCMM) Electrical Department for switching OFF and then back ON of electricity to the building as and when required to execute the works.	Sum	1	----		
5.2	Earthing and Bonding of the electrical installation conducted.	Sum	1	----		
5.3	Test the completed electrical installation and issue Certificate of Compliance of the electrical installation conducted.	Sum	1	----		
5.4	Prepare and issue marked-up "As-Built" drawings for the Electrical Installation including Distribution Board Schematic Diagrams.	Sum	1	----		
TOTAL BILL No. 5 CARRIED TO PRICE SUMMARY PAGE						

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

ITEM	DESCRIPTION	UNIT	QNTY	RATE
6.0	<u>BILL No. 6 : ADJUSTMENTS TO N/S CONTRACT VALUE</u> An adjustment to the contract value resulting from a contract instruction for additional work not covered by the rates in the n/s priced document shall be determined in terms clause 32.0 of the JBCC Series 2000. NOTE: For the Public Sector Clause 3.2.2 is deleted Rates excluding mark-up for adjustment to the contract value under clause 32.2.3			
6.1	<u>Master Electrician</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.2	<u>Licensed Electrician</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.3	<u>Artisan</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.4	<u>Apprentice stage 1</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.5	<u>Apprentice stage 2</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.6	<u>Apprentice stage 3</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	

NOTE: ITEMS ENTERED ON THIS PAGE ARE NOT CARRIED FORWARD TO PRICE SUMMARY

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

ITEM	DESCRIPTION	UNIT	QNTY	RATE
6.7	<u>Econop 1</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.8	<u>Econop 2</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.9	<u>Econop 3</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.10	<u>Electrician Assistant</u>			
(a)	Normal time	Hour	1	
(b)	Week overtime	Hour	1	
(c)	Sunday	Hour	1	
(d)	Public Holidays	Hour	1	
6.11	<u>Materials</u>			
(a)	Percentage "On-Cost" Price. (Invoices to be submitted as proof)	%		
6.12	<u>Transport</u>			
(a)	0,5 ton bakkie	km	1	
(b)	1 ton bakkie	km	1	
(c)	3 ton bakkie	km	1	
(d)	Crane truck	Hour	1	
(e)	Other (Specify)			
6.13	<u>Plant / Equipment</u>			
(a)	100W - 500W Drilling machine	Hour	1	
(b)	Angle Grinder	Hour	1	
(c)	Cutting Disc	Hour	1	
(d)	Rock Breaker	Hour	1	
(e)	Chasing machine	Hour	1	
(f)	Generator	Hour	1	
(g)	Vacuum cleaner for dust extraction from grinder	Hour	1	
(h)	Other (Specify)	Hour	1	

NOTE: ITEMS ENTERED ON THIS PAGE ARE NOT CARRIED FORWARD TO PRICE SUMMARY

ECDC PROPERTIES - CLUSTER C2: ECDC HEAD OFFICE, EAST LONDON - STANDBY GENERATOR UPGRADE

PRICE SUMMARY PAGE

ITEM NO.	DESCRIPTION	AMOUNT
1.0	PRELIMINARY & GENERAL	
2.0	STANDBY GENERATOR	
3.0	DISTRIBUTION BOARDS	
4.0	CABLING & CABLE SLEEVES	
5.0	SUNDRY ITEMS	
6.0	ADJUSTMENTS TO N/S CONTRACT VALUE	NO AMOUNT
	SUB-TOTAL	
	Add 5% Contingency	
	SUB-TOTAL (excl. VAT)	
	15% VAT	
	TOTAL (incl. VAT)	



**ECDC PROPERTIES IN THE BUFFALO CITY MM
(CLUSTER C2): ECDC HEAD OFFICE, EAST
LONDON**

CONTRACT No.: ECDC/INFRA/12/072023

**ELECTRICAL INSTALLATION &
OUTDOOR STANDBY GENERATOR
SPECIFICATIONS**

AUGUST 2023

Prepared by:



RNA CONSULTING ENGINEERS

Postnet Suite # 136,
Private Bag X3,
Beacon Bay, 5241

Contact person:

Mr N. Nzuza

Our Ref: 2313HO/2030

Section 1 – Electrical Installation Specification

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ELECTRICAL INSTALLATION SPECIFICATION

1. INTRODUCTION & GENERAL

This specification outlines the scope expected of materials and workmanship, and does not attempt to instruct the electrical contractor on how to perform his work.

Should there be any conflict or ambiguity between sections of this enquiry, then the sections will be considered in the following order of priority: -

- Bills of Quantities
- Project Specification including Returnable Schedules (Standby Generator, etc.)
- Drawings

Should the Tenderer notice any inconsistencies between these sections, it is contractor's responsibility to notify the Engineer in order to obtain clarification thereon before submitting the bid document.

2. TENDER PROCEDURE

- This tender must be completed in full including the electrical Bills of Quantities and is to be returned with all the Returnable Schedules (Standby Generator & others) and tender.
- All tenderers must be registered as the Electrical Contractors with the Department of Labour and work must be carried out by **"THE REGISTERED ELECTRICIAN"**
- All tenderers must be registered with the CIDB and must have the correct grading (**3EB or Higher**) for the value of electrical work.
- All materials must be of South African manufacture and must bear the SABS approval mark and to conform to the specifications contained herein. The tenderers must submit proof of unavailability of materials, where this requirement cannot be fulfilled.
- Only local produced or locally manufactured electrical cables products and raw material or input will be considered.
- **100% OF MATERIAL OR GOODS AND SERVICES MUST BE PROCURED WITHIN THE BOUNDARIES OF THE EASTERN CAPE AND MUST BE MARKED "ECP"**
- All quantities in the Bills of Quantities are provisional quantities.

3. SCOPE OF WORKS

The Work to be carried out by the Electrical Contractor under this Contract comprises of the following, including commissioning:

- (i) Conducting of Load Profile recording on the existing Main Distribution Board in Ground Floor DB Duct;
- (ii) Disconnect, Remove, Service, Repair & Transport existing 83kVA John Deere outdoor standby generator to new location;
- (iii) Supply & Install new 150kVA outdoor Standby Generator;
- (iv) Construction of a banded plinth for the new generator;
- (v) Perform Tests, Submit Records and Certificates for the Standby Generator;
- (vi) Test completed installations and issue Certificate of Compliance for Electrical Installation;
- (vii) Produce marked As-Built drawings for Electrical Installation;
- (viii) Etc (As contained in the attached BOQ).

The description of the Works listed above, is not necessarily complete and shall not limit the work to be carried out by the Electrical Contractor under this Contract.

4. **SPECIFICATIONS & STANDARDS**

The works carried out under this Contract shall be governed by the:

- (i) SANS 10142-1: Edition 3 - Wiring Code,
- (ii) Interior Lighting Part 1: Artificial Lighting of Interiors; Part 2: Emergency Lighting – SANS 10114-1
- (iii) Protection against Lightning – Physical Damage to Structures and Life Hazard: SANS 10313: 2008 and in conjunction with the SANS 62305 series
- (iv) The Occupational Health and Safety Act, 1993 (Act 85 of 1993)

5. **SYSTEM LOW VOLTAGE**

The supply to all the Electrical installation shall be 400/230 Volts, 2 phase, 3 wire, 50 Hertz, Earthed Neutral.

6. **SCHEDULE OF MATERIALS**

In all instances where schedule of materials is attached or included on the drawings, these schedules are to be regarded as forming part of the specification.

All materials and equipment procured by the Electrical Contractor must be made in South Africa. Where this is not possible, the Electrical Contractor must provide to the Engineer or Engineer's Representative validating evidence that such material and/or equipment is not available South Africa.

7. **CONTRACT DRAWINGS**

Drawings must be read in conjunction with this Specification and the Bills of Quantities. Any errors, discrepancies or contradictions found between the Drawings, the Specifications and the Bills of Quantities must be brought to the attention of the Engineer immediately they become evident.

The drawings generally show the scope and extent of the proposed work and shall not be construed as showing every minute detail of the work to be executed.

Drawings will be issued to site accompanied by drawing issue slips. The drawing issue register reflecting the summary of all previously issued drawings with dates and drawing revisions will be issued at site meetings once a month.

8. **POWER CABLE SLEEVES**

Where cables cross paved, concrete or tarred surfaces and roadways where cables enter buildings, cables shall be run in Kabelflex PVC sleeves. Any other cable sleeves will not be acceptable.

The ends of all sleeves shall be sealed with a non-hardening watertight compound after the installation of cables. All sleeves intended for future use shall likewise be sealed and provided with nylon ropes for pulling in future cables.

All sleeves shall be laid in at a minimum depth of 600mm below finished road levels. Slow bends approved by the Engineer shall be used where sleeves enter buildings.

9. **NOTICES AND FEES**

The Contractor shall liaise, issue all notices and make the necessary arrangements with Buffalo City Metropolitan Municipality (BCMM) Electrical Department for switching OFF and then back ON of electricity to the building as and when required to execute the works.

The Contractor shall give all notices required and pay all necessary fees which may be due to the relevant authorities.

10. **EXISTING SERVICES**

The Electrical Contractor shall be held responsible for damage to any existing services shown on the drawings and/or brought to his attention by the relevant authorities. The repairs to such the damaged underground services will be to the Electrical Contractor's account.

To avoid damaging existing underground services and existing underground electrical cables that cannot be pointed to him, the Electrical Contractor shall supply and use detection equipment for the location of underground services.

11. **QUALITY OF MATERIALS**

Materials are to comply with the relevant South African National Standards (SANS), or to IEC specifications, where no SANS specifications exist. All materials used shall bear the SABS mark of approval as applicable.

All materials must be of South African manufacture unless this is not possible.

12. **BALANCING OF LOAD**

The Electrical Contractor is required to balance the load as equally as possible over the multiphase supply during the construction period of the Contract.

13. **SUPERVISION**

The work shall, at all times for the duration of the Contract, be carried out under the supervision of a skilled and competent representative of the Electrical Contractor, who will be able and be authorised to receive and carry out instructions on behalf of the Electrical Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.

14. **WORKMANSHIP**

All inferior work shall, on indication by the Engineer, immediately be removed and rectified by and at the expense of Electrical Contractor.

15. **SUPPLY OF MATERIAL**

The Employer reserves the right to supply material or equipment to the Electrical Contractor for installation. The Electrical Contractor must arrange for taking delivery of and providing safe storage for such materials or equipment and he/she will be held responsible for all damages to or loss of such materials or equipment while they are in his/her custody. The Electrical Contractor will submit the installation rate of such materials or equipment to the Engineer if not included in the priced Bills of Quantities.

16. **SAMPLES AND DRAWINGS**

The Electrical Contractor is required to submit for approval, comment or records, samples of materials upon which his offer is based prior to installation. Any approvals given or comments made shall be on the generality of the scheme and shall not relieve the Electrical Contractor of his responsibility to ensure full compliance with all performance, regulatory criteria and latent defects experienced.

Samples forwarded shall remain in the site stores until completion of the Works. The samples will be the last items to be embodied in the installation.

All expenses in connection with the supply and return of the samples shall be borne by the Electrical Contractor.

17. **WIRING**

Lighting and Power wiring in conduit and channel wireways shall comprise 600/1000V single core PVC insulated copper wire sized in accordance with the distribution board schematics. Conductor outer sheaths shall be of the following colours:-

- Phase Conductors : red, white, blue
- Neutral : black
- Earth : green or yellow/green

Conductors shall not be drawn into conduit until the conduit installation has been completed and all conduit ends are provided with bushes, dried out and cleaned, etc.

The loop-in system shall be followed through out, and no joints of any description will be permitted. The earth wire must be continuous and can be common in the same conduit. If cut, the earth wire must be ferruled with a spigot type ferrule.

Bare copper earth continuity conductor must be drawn into wireways with the "live" conductors and connected to the earth pin of the socket outlet and earth terminal block at the respective Switch Board.

18. **WIREWAYS**

Wiring Channels

Wiring channels, wherever indicated on the drawings, shall be medium duty of Cabstrut, Cooper B-Line or similar manufacture and shall be complete with corner pieces, end pieces, junction pieces, supply conduits and cover plates as specified and indicated on the drawings. Note that Nylon or plastic nuts or fasteners will not be accepted.

The channels shall be manufactured of rolled sheet steel and hot-dip galvanised to SANS 763.

Channels shall be cold galvanised at all joints, sections that have been cut and at places where the galvanising has been damaged.

Conduit and Conduit Accessories

Unless indicated differently on the drawings conduit and conduit accessories shall be PVC to SANS 950.

Draw-boxes and bonding trays are to be provided in accordance with the "Wiring Code" and wherever necessary to facilitate easy wiring. Draw boxes are not measured separately in the Bill of Quantities. The Electrical Contractor must therefore include the cost of draw boxes and bonding trays in the conduit rates

19. LV DISTRIBUTION BOARDS

Distribution boards must be manufactured and wired by a specialist distribution board manufacturer who is a member of the Electrical Contractors' Association of South Africa (ECASA). Readymade boards purchased from hardware shops and wholesalers and wired by the contractor are not acceptable.

Distribution Boards Layout

- (i) The layout shall be such that three phase and single-phase sections are mechanically and electrically separated.

Single phase sections of three phase boards shall be arranged in three horizontal parallel rows, directly above on another and in the phase sequence L1 - L2 - L3 from top to bottom.

- (ii) Lighting and power circuits shall be separated by a dummy space and along the horizontal rows. Extra space for future circuits shall be allowed for at the right-hand side of each lighting and power row, in the ratio of one spare space for each four lighting or power circuit installed (30%). A minimum of one space shall be allowed to each lighting and power row. Dummy covers are to be provided over spare spaces. Similar provision for future circuits shall be made on the bus-bars, neutral and earth bars.
- (iii) Any part of the distribution board metal work shall be electrically continuous and a suitable stud shall be provided for the earthing of the enclosure.
- (iv) An earth bar must be provided in the bottom of the distribution boards for the connection of earth conductors for other services

Marking and Labelling

- (i) The distribution boards shall be fitted with identification labels engraved with the reference logos indicated on the wiring diagrams. The labels shall be affixed to the front of the panels or in a similar prominent position, by drive screws or other approved method.

DB's label shall indicate the following information:

- DB name e.g., “SDB-G”
 - Where it is fed from and the cable and Earthwire sizes e.g., “Fed from MBD-G with 35mm² 4-core SWA ECC cable”
- (ii) Each individual item of equipment installed in the panels shall be identified by a label engraved with the corresponding diagram reference.
- Note: Self-adhesive tape labels, such as Brother™ labelling machines will not be considered suitable for this purpose.**
- (iii) Each wiring termination of contactors, timers, shunt trip coils, etc. shall be fitted with a concentric wire marker marked with unique numbers and indicated on the DB as-built schematic diagram. Clip-on and stick-on cable markers will not be considered suitable for this purpose.
- (iv) Where an outgoing terminal block is provided, each individual terminal shall be marked with unique numbers and indicated on the DB As-built schematic diagram.
- (v) Purpose made labels shall describe the various sections or functions of the panels, to facilitate the identification of the equipment and relate it to the diagrams.

Drawing Pocket

Each distribution board must be provided with A4 size pockets, fixed on the inside of doors to store two A1 size drawings which will be folded into A4 size.

Equipment

Unless otherwise stated on the drawings, the following minimum specification shall be assumed for equipment to be installed in the panels:-

Moulded Case Breakers (MCB)	SABS Class 15 kA
Miniature Circuit Breaker (MCCB)	SABS Class 6 kA

Shop Drawings

Prior to manufacture the Electrical Contractor will be required to submit to the Engineer for approval, factory shop drawings for each distribution board. No request for relaxation of this requirement shall be entertained. The drawings must, at least, indicate the following information:

- Outside distribution dimensions,
- Notes giving detailed description of components and equipment in each board,
- General arrangement of installed equipment,
- Schematic wiring diagrams with fault levels,
- List of equipment to be installed; details to include rating, make and type number,
- Distribution board labels,

- Circuit breaker and isolator label names, as per schematic diagram,
- Project name,
- Drawings number,
- Size of legend card slot.

20. **EARTHING AND BONDING**

General

Earthing shall generally be in accordance with:

- (i) SANS 10142-1: Wiring Code,
- (ii) SANS 10198: Part 3 - Earthing System; General Provision
- (iii) Part 12 - Installation of Earthing Systems
- (iv) SANS 1063: Earth Rods Couplers and Clamps
- (v) AMEU Code of Practice for the application of protective multiple earthing to low voltage distribution systems and
- (vi) The OHS Act 85 of 1993.

Trench Earthing

- (i) The trench earth shall be laid alongside and not above cables.
- (ii) All connections shall be by means of crimped lugs and bolted connections.

Earth Terminal

A readily accessible earthing terminal shall be provided, near the trap door in the ceiling, for the bonding of other services such as a telephone, an audio system, a video, and the like, to the building. Such an earthing terminal shall be bonded to the consumer's earth terminal in the main distribution board by a conductor of at least 6mm² copper or equivalent, and shall be identified by the earth symbol.

NOTE: Providers of services other than the electrical power services should not access the distribution board or other parts of the electrical installation.

21. **CABLE TRENCHES**

Prior to payment of final retention monies, all cable trenches shall be checked for settling and repaired as necessary.

22. **MEASUREMENT OF QUANTITIES**

For construction and installations, the Electrical Contractor shall take quantities from the latest available revised construction drawings and physically measure cable routes on site before ordering.

Quantities in the Bills of Quantities must not be used for ordering.

23. **INSTALLATION GUARANTEE**

The whole installation shall be guaranteed for the period stated in Contractor Data from the

date of Practical Completion.

24. PRATICAL COMPLETION

Practical completion shall take place only after the whole installation has been accepted by the Engineer and;

- (a) All damage that may have been done by the Electrical Contractor or other parties in the process of the installation has been repaired and made good
- (b) All tests of the general building's electrical installation has been done and tests results have been submitted to the Engineer,
- (c) The completed Certificate of Compliance for Electrical installation have been submitted to the Engineer,
- (d) All equipment guarantees, if any, have been submitted to the Engineer,
- (e) Correct As-Built drawings have been submitted and accepted by the Engineer,
- (f) The building has been cleared of all debris and electrical waste materials and left in a neat and tidy condition,
- (g) All three phases have been balanced and witnessed by the Engineer. This may require the Electrical Contractor to return to site when the building is occupied to take current measurements and rebalance phases.

25. FINAL COMPLETION

Final Completion shall be taken on expiration of the maintenance period which is stated in the Contract Data calculated from the date of taking the Practical Completion.

The final payment will not be approved without the submission of all the above information under 24 and accepted by the Engineer.

26. TENDER DRAWINGS

The following tender drawings are attached to this document

Drawing No.	Rev. No.	Title	Size
1. 2313-T-E-101	00	Basement – New Standby Generator Proposed Position	A3
2. 2313-T-E-102	00	First Floor – Main DB Position	A3
3. 2313-T-E-300	00	Reticulation Block Diagram	A3

Section 2 – Outdoor Standby Generator Specification & Returnable Schedules

Outdoor Standby Generator Specification

Contents

1.0	GENERAL.....	1
2.0	SITE CONDITIONS	1
3.0	OUTPUT AND VOLTAGE	1
4.0	CONSTRUCTION.....	1
5.0	OPERATION.....	2
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1.0 GENERAL

This specification covers the supply, delivery, installation on site and commissioning of an **150kVA**, outdoor, sound attenuated, diesel-powered, standby generator including a fuel tank with the capacity to run the generator for 48-hours at full load.

Full particulars, performance curves and illustrations of the equipment offered, must be submitted with the returnable documents.

The standby generator must be prime painted then finished with two coats of enamel paint.

The schedule of information which is attached to this Specification must be completed and submitted with the quotation.

This tender shall include 3 sets of SABS (SABS 1451: 1998) approved ear muffs, to be stored in the standby generator.

NB: All engine, alternator and control panel parts must be readily available in South Africa. A letter confirming this must be submitted with the tender.

2.0 SITE CONDITIONS

- Location : East London
- Altitude : +/-125m above Sea level
- Maximum High temperature : 45° C
- Minimum Low temperature : 3° C

3.0 OUTPUT AND VOLTAGE

The standby generator shall be able to accept a 60% emergency step load in 10 seconds after being started. The remaining 40% must be accepted 5 seconds later, i.e. 100% load shall be accepted within 15 seconds. It must have a built-in AVR (automatic voltage regulator) which delivers non fluctuating power.

The standby generator shall have an output as follows

- (a) No load voltage : 400/230 Volt
- (b) Frequency : 50Hz
- (c) Fault Level : 10kA
- (d) Prime power (PRP) : 150kVA
- (e) Standby power (LTP) : 165kVA
- (f) Power factor : 0.8 ϕ

4.0 CONSTRUCTION

The engine and alternator of the set shall be built together on a hot dip galvanised sled base framework on anti-vibration mountings. A drip tray must be fitted under

the engine. The tray must be large enough to contain 110% engine oil sump capacity in case of an oil leak and must be removable.

5.0 OPERATION

The standby generator shall be fully automatic.

It must disconnect the mains power supply and start in case of any one or more of the following conditions occur;

- (a) Any of the three mains power supply phases fails,
- (b) Any of the three mains power supply phases drifts outside set voltage tolerances,
- (c) The mains power supply frequency drifts outside set frequency tolerances.

In addition, it shall be possible to manually start and stop the standby generator by means of push buttons on the standby generator control panel.

The automatic control shall make provision for three consecutive starting attempts. Thereafter the set must switch off, and the start failure relay on the switchboard must give a visible and audible indication of the fault.

To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitable interlocked contactors shall be supplied and fitted to the changeover switchboard.

6.0 ENGINE

6.1 GENERAL

The engine must comply with the requirements as per BS 5514 and must be of the atomised injection, compression ignition type, running at a speed not exceeding 1500 R.P.M. The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generator set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer.

Turbo-charged engines will only be accepted if the Tenderer submits a written guarantee that the engine can deliver full load within the specified starting period.

The engine must be equipped with an Algae-X® or equal diesel fuel conditioning system.

Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation as well as fuel consumption curves when the engine is used for electric generation, must be submitted with the Tender.

Only the following engines are acceptable:

- John Deere
- Caterpillar
- Volvo
- Perkins

- Cummings
- Mitsubishi

6.2 RATING

The standby generator shall be capable of delivering the specified output continuously under the site conditions, without overheating.

6.3 DERATING

The derating of the engine for site conditions shall be strictly in accordance with BS 5514 of 1997 as amended to date. Any other methods of derating must have the approval of the Engineer, Client or Principal Agent and must be motivated in detail. Such derating must be guaranteed in writing and proved on site tests.

6.4 STARTING AND STOPPING

The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices, under summer as well as winter conditions.

Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water-cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel, and must be protected by a suitable circuit breaker.

6.5 STARTER BATTERY

The standby generator must be supplied with a fully charged battery. The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each. The battery must be of the heavy-duty "maintenance free" type, housed in a suitable battery box and **guaranteed for 24 months**.

6.6 COOLING

The engine may be either air-cooled or water-cooled. In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator must be fitted.

For either method of cooling, protection must be provided against running at excessive temperatures. The operation of this protective device must give a visual and audible indication on the switchboard. Water-cooled engines shall in addition be fitted with a low water cut-out switch, installed in the radiator to switch the set off in the event of a loss of coolant. The protection shall operate in the same way as the other cut-out switches (e.g. low oil pressure). All air ducts for the cooling of the engine are to be allowed for. The air shall not re-circulate in the enclosure and an air duct shall be supplied from the cooling fan cowling/radiator face to the air outlet louvers in enclosure wall / attenuator.

6.7 LUBRICATION

Lubrication of the main bearings and other important moving parts shall be by forced feed system. An automatic low oil pressure cut-out must be fitted, operating the stop solenoid on the engine and giving a visible and audible indication on the switchboard.

6.8 FUEL PUMP

The fuel injection equipment must be suitable for operation with the commercial brands of diesel fuel normally available in South Africa.

6.9 FUEL TANK

The standard generator diesel of ± 250 litres will have an additional 1250 litres below it or as an extension to ensure a 48-hour running time at full load. A fuel tank shall have sufficient capacity for a generator set to run at full load for a minimum period of 48 hours, a total of 1 500 (250 + 1250) litres double skin diesel tank.

~~6.10 BULK FUEL TANK~~

~~The standby generator shall have a 1000L double skinned bunded fuel tank, complete with all accessories.~~

6.11 GOVERNOR

The speed of the engine shall be controlled by a governor in accordance with class A2 of BS 5514 of 1977 if not otherwise specified.

The permanent speed variation between no load and full load shall not exceed 4.5% of the nominal engine speed and the temporary speed variation shall not exceed 10%. External facilities must be provided on the engine; to adjust the nominal speed setting by $\pm 5\%$ at all loads between zero and rated load.

6.12 FLYWHEEL

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker.

A cyclic irregularity of the set must be within the limit as per BS 5514 of 1977.

6.13 EXHAUST SILENCER

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of a super residential type must be provided.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission into the enclosure and shall be protected against the ingress of driving rain at 45° to the horizontal.

6.14 ACCESSORIES

The engine must be supplied complete with all accessories, air and oil filters, 3 instruction manuals, spare parts lists, the first fill of lubricating oils, etc.

7.0 **ALTERNATOR**

The alternator shall be of the self-excited brush less type, with enclosed ventilated drip-proof housing and must be capable of supplying the specified output continuously with a temperature rise not exceeding the limits as per BS 5000 for rotor and stator windings.

The alternator shall be capable of delivering an output of 125% of the specified output, for one hour in any period of 8 hours consecutive running.

Both windings must be fully impregnated for tropical climate and must have oil resisting finishing varnish.

7.1 REGULATION

The alternator must preferably be self-regulated without the utilization of solid-state elements. The inherent voltage regulation must not exceed plus or minus 5% of the nominal voltage specified, at all loads with the power factor between unity and 0,8 lagging and within the driving speed variations of 4,5% between no-load and full load.

7.2 PERFORMANCE

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of the full load. The voltage shall recover to within 5% of the steady state within 300 milliseconds following the application of full load and the transient voltage dip shall not exceed 15%.

7.3 COUPLING

The engine and alternator must be directly coupled by means of a high-quality flexible coupling, of equal quality and performance to the "HOLSET" type.

8.0 **SWITCHBOARD**

A free-standing automatic main failure panel incorporate all the standard equipment for the control and protection of the standby generator and battery charging must be positioned directly behind the set.

The automatic change-over switch must be accommodated inside the mains fail panel.

The switchboard must conform to the specification as set out in the following paragraphs.

8.1 CONSTRUCTION

The switchboard shall be a totally enclosed, and mounted inside the generator enclosure.

All equipment, connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed with studs and chromium-plated cap nuts. Self-tapping screws shall not be used in the construction of the board.

All push buttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with control wires in flexible looms.

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating.

Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable stands. Screw terminals shall be of the type to prevent spreading of cable strands. All terminals shall be clearly marked.

For the control wiring, each wire shall be fitted with a cable or wire marker of approved type and numbering of these markers must be shown on the wiring diagram of the switchboards. Control wiring shall be run in PVC trunking as far as possible. The trunking shall be properly fixed to the switchboard steelwork. Adhesives shall not be acceptable for the fixing of trunking or wire looms to the steelwork.

The automatic control and protection equipment shall be mounted on a separate easily replaceable small panel with printed circuits. The equipment shall mainly be the "solid state" type. After mounting the equipment on the panel, the rear of this panel shall be sealed with epoxy-resin. However, other proven control systems may also be considered, but must be described in detail.

All equipment on the switchboard, such as contactors, isolators, busbars, etc., shall have ample current carrying capacity to handle at least 150% of the full load alternator current specified.

8.2 PROTECTION AND ALARM DEVICES

A switchboard shall be equipped with protection and alarm devices as described below.

A circuit breaker and an adjustable current limiting protection relay must be installed, for protection of the alternator. The protection relay shall be of the type with inverse time characteristics.

Protection must be provided for overload, high engine temperature, low lubricating oil pressure, over speed, start-failure and low water level.

Individual relays with reset pushes are required, to give a visible signal and stop the engine when any of the protective devices operate. In the case of manual operation of a standby set, it shall not be possible to restart the engine by pushing the re-set.

The indicators and re-set push-buttons must be marked in English only.

"OVERLOAD"	"TEMPERATURE HIGH"	"OIL PRESSURE LOW"
"OVERSPEED"	"START FAILURE"	"LOW WATER LEVEL"

In addition, two relays with reset push-buttons must be fitted giving an audible and visible signal, when:

- a) The fuel level in the service tank is low. The reset push button of this relay must be marked "FUEL LOW".

In addition, an extra low-level fuel sensor must be provided. At this level the engine must stop to prevent air entering the fuel system.

- b) The battery charger failed. The reset push-button of this relay must be marked "CHARGER FAIL".

All relays must operate an alarm siren. A push-button must be installed in the siren circuit to stop the audible signal, but the fault indicating light on the control panel must remain lit until the fault has been rectified. An on/off switch is not acceptable. After the alarm siren has been stopped, it must be reset automatically, ready for a further alarm.

The siren must be of the continuous duty and low consumption type. Both siren and protection circuits must operate from the battery.

Potential free contacts from the alarm relay must be brought down to terminals for remote indication of alarm conditions.

A test push-button must be provided to test all indicator lamps.

8.3 GENERATOR CONTROLLER

8.3.1 Design

- (a) The controller shall be similar, equal to or newer than the Deepsea MK II or Lovato modular generator controller. Controllers with less functionality will not be accepted.
- (b) The controller shall be manufactured with all its functions and supplied in one box with plug in termination blocks for easy installation and replacement.
- (c) The control circuit shall be designed by using fully approved electronic programmable logic controllers. Preference will be given to local manufactured programmed control circuits.
- (d) The controller shall be equipped with a GSM cell phone-type modem or Ethernet Gateway/controller. This modem shall allow remote access to the standby generator controller where the status of the generator set can be remotely monitored via the cell phone network and a computer equipped with an internet modem and the necessary controller software. The system must also be programmed to output various statuses and alarm conditions by means of SMS or Email messages to any number of designated cell phones or email addresses.

8.3.2 Communication Interface

- (a) The controller will have a standard RS 232/485 or Ethernet interface suitable for TCP I/P transport medium.

- (b) All communication including configuration management shall be done through this port. The use of external program adaptors etc. will not be acceptable.
- (c) The controller shall incorporate the following functions:
 - (i) Mains sensing
 - (ii) Alternator output-voltage sensing
 - (iii) Alternator over-frequency sensing
 - (iv) Control of processor unit (self-diagnostics)
 - (v) Alarms/Status indications.
 - (vi) Control selector and operation

8.3.3 Control Selector

A 4-position control-selector on the controller shall be provided to facilitate the following modes of operation:

- OFF** : Generator switched off
- MANUAL** : Mains bypassed: Generator shall not take load
- AUTO** : Generator takes load on mains failure
- TEST** : Generator takes load on mains failure

8.3.4 Protections, Alarm and Status Indications

- (a) Provision shall be made for an acoustic as well as visual alarm device.
- (b) A red flashing beacon (electronic strobe light) shall be installed on the outside of the standby generator set enclosure.
- (c) This alarm device shall be powered from the standby generator set 12V starter battery.
- (d) The audible alarm shall be a low-powered electronic device, in order to prevent the starter battery from being discharged when an alarm condition has been activated.

The audible alarm shall be muted automatically after 120 seconds, but the flashing beacon (electronic strobe light) shall remain activated until the RESET function has been operated at the standby generator controller.

- (e) The “common” alarm function shall be activated when any alarm condition is activated.
- (f) Alarm status indications shall be provided on the standby generator controller. The controller shall contain a HELP menu included in the software, which will provide basic guidance in the event of any monitored alarm functions being activated.
- (g) The standby generator controller documentation shall to be provided with the generator set.

8.3.5 Functions

(a) At least the following front Panel Indicators shall be provided

<u>Condition</u>	<u>Alarm</u>	<u>Shutdown</u>
High Temperature	√	√
Low Oil Pressure	√	√
Overspeed	√	√
Under speed	√	√
Manual/Test Mode		
Heater Fault	√	
Low Fuel	√	
No Fuel	√	√
Low Water	√	√
<u>Condition</u>	<u>Alarm</u>	<u>Shutdown</u>
Modem Remote Start		
Start Fail	√	√
Manual Start		
Emergency Stop	√	√
Mains Phase Rotation Fault	√	
High Mains Volts	√	
Low Mains Volts	√	
Mains On		
Mains On Load		
Alternator On		
Alternator On Load		
Alternator Phase Rotation Fault	√	√
High Alternator Volts	√	√
Low Alternator Volts	√	√
Battery Volts Fault	√	
Alternator Charge Fault	√	
Control System On		

(b) Logging of Events

All events relating to the status of the generator set shall be logged with date and time in a non-volatile memory (which can retain information for a period of 6 months in the absence of power to the controller) and the user shall be

able to obtain a hard copy on site. Logging of the following events with date and time shall be programmed

- Buffer erased
- Mains on load
- Unit switched ON
- Unit switched OFF
- Low Fuel Level
- Alternator on load
- Alternator off
- Start attempts = 01
- Start attempts = 02
- Start attempts = 03
- Mains phase low
- Unit Mode = Auto
- Manual Stop
- Manual Start
- Unit Mode = Manual
- Alt. Phase 1 min Volts
- Alt. Phase 2 min Volts
- Alt. Phase 3 min Volts
- Alt. Phase 1 max Volts
- Alt. Phase 2 max Volts
- Alt. Phase 3 max Volts
- Alt. Phase 1 min Amps
- Alt. Phase 2 min Amps
- Alt. Phase 3 min Amps
- Alt. Phase 1 max Amps
- Alt. Phase 2 max Amps
- Alt. Phase 3 max Amps

(c) User Programmable

The controller shall be user programmable on site via a menu system with clear prompts for the required data.

(d) Control System DC Supply Voltage

The control system must be able to operate with a minimum DC supply voltage of 4 Volts (without making use of either an internal or an external auxiliary battery) to allow cranking and starting under conditions of low battery capacity.

8.4 MANUAL STARTING

The switchboard shall be equipped with two push-buttons marked "START" and "STOP" for manual starting and stopping of the set.

8.5 BATTERY CHARGING EQUIPMENT

The switchboard shall be equipped with battery charging equipment.

The charger shall operate automatically in accordance with the state of the battery and shall generally consist of an air-cooled transformer, a full wave solid-state rectifier, and the necessary automatic control equipment of the constant voltage system.

The charger must be fed from the mains. An engine driven alternator must also be provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

8.6 SWITCHBOARD DISPLAYS

All readings Voltage, Amperes (instantaneous, average and maximum), Frequency, kW, kVA, kVAr frequency, etc must be displayed on the controller panel.

8.7 MARKINGS

All labels, markings or instructions on the switchgear shall be in English only.

8.8 EARTHING

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts shall be bonded.

The neutral point of the alternator must be solidly connected to this bar by means of a removable link labelled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

8.9 OPERATIONAL SELECTOR SWITCH

A four-position selector switch must be provided on the switchboard marked "AUTO", "MANUAL", "TEST", and "OFF".

With the selector on "AUTO", the set shall automatically start and stop, according to the mains supply being available or not.

With the selector on "TEST", it shall only be possible to start and stop the set with the push buttons, but the running set shall not be switched to the load.

With the selector on “MANUAL”, the set must take the load when started with the push-button, but it must not be possible to switch the set on to the mains, or the mains onto the running set.

With the selector on “OFF”, the set shall be completely disconnected from the automatic controls, for cleaning and maintenance of the engine.

8.10 AUTOMATIC CHANGE-OVER SYSTEM

A motorised 24-pole fully automatic changeover system must be provided to isolate the mains supply from two sources and connect the standby generator set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

The contactors for this system must be interlocked in a safe and fail proof way to prevent the alternator from being switched onto the mains or vice versa.

8.10.1 Generator set Controller in AUTO mode:

- (a) In the event of a mains failure, the plant must start up after a 3 second delay. This delay shall be introduced to prevent spurious starting of the generator set caused by mains supply transients.
- (b) During starting and run-up, engine oil pressure, and alternator output voltage and frequency monitoring, shall be blocked for a controlled period of time.
- (c) Once the blocking is released and the various operating parameters confirmed as correct, the control system must signal the remote NORMAL supply changeover contactor to open, followed by a closing command for the remote STANDBY supply changeover contactor.
- (d) The plant shall now provide power to the essential power loads.
- (e) After the mains supply has been restored, the plant must remain on load for a further 60 seconds, after which time it must cause the STANDBY supply changeover contactor to open, followed 2 seconds later by the closing of the NORMAL supply changeover and remote DB mounted contactors.
- (f) Mains power is now restored to the essential and non-essential power loads.
- (g) The plant shall now continue to run for a further 3 minutes in order to stabilize the engine and turbocharger temperatures before stopping, thereby avoiding thermal stresses on the engine.
- (h) Should the mains fail during the 3-minute cool-down cycle, the system must cause an immediate changeover to STANDBY power, while resetting the cool-down cycle. After the mains have been restored, changeover back to NORMAL supply and shutdown procedures must be re-initiated as described above.

8.11 START DELAY

Starting shall be automatic in event of a mains failure. A 0-10s adjustable, start delay timer shall be provided to prevent start-up on power dips or very short interruptions.

8.12 STOP DELAY

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds (0–6s) after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

9.0 **PLANT AND EQUIPMENT GUARANTEES**

The generator plant (genset set and all associated equipment) will be guaranteed for twelve (12) months irrespective of the running hours recorded on the hour meter. All the equipment supplied with it will be guaranteed for twelve (12) months from the date of Practical Completion and written guarantees must be submitted on completion.

10.0 **FIRST 12 MONTHS MAINTENANCE PERIOD**

The Tenderer shall be responsible for the service and maintenance of the generator plant for a period of twelve months after the Practical Completion has taken place.

If during this period the plant is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, the Tenderer will be notified and immediate steps shall be taken by the Tenderer to rectify the defects and/or replace the affected parts on site at the Tenderer's expense.

The Tenderer shall maintain the plant in good working condition for the full twelve (12) month period to the final delivery of the installation. However, should the Tenderer fail to hand over the plant in good working order on the expiry of the specified twelve (12) months, the Tenderer shall be responsible for further monthly maintenance until final delivery is taken.

During this period the Tenderer will undertake to arrange that the plant be inspected at least once per month by a qualified member of his staff who shall: -

- (a) Report to the Officer-in-charge, keeping the maintenance records, and enter into a log book the date of the visit, the tests carried out, the adjustments made, and any further details that may be required.
- (b) Grease and oil moving parts, where necessary.
- (c) Check the air filter and, when necessary, clean the filter and replace filter oil.
- (d) Check the lubricating oil and top-up when necessary.
- (e) After the plant has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the plant.

Under this heading only the cost of the actual oil used, shall be charged as an extra on the monthly account.

- (f) Clean the lubricating oil filter and/or replace the filter element at intervals recommended by the engine manufacturer, the cost of a new filter element to be charged as an extra on the monthly account.

- (g) Check and when necessary, adjust the valve settings and the fuel injection equipment.
- (h) Check the battery and top-up the electrolyte when necessary.
- (i) Test-run the plant for 0,5 hour and check the automatic starting with simulated faults on the mains, the proper working of all parts, including the electrical gear the protective devices with fault indicators, the changeover equipment and the battery charger. Make the necessary adjustments.
- (j) Report to the Officer-in-charge on any parts that become unserviceable through fair wear and tear, or damaged by causes beyond the control of the Subcontractor.

The Tenderer shall immediately submit a detailed quotation for the repair or replacement of such parts to the Officer-in-charge.

- (k) Advise the Officer-in-charge when it has become necessary to de-carbonise the engine and submit a quotation for this service.
- (l) Top up the water of the radiator, if applicable.
- (m) Clean the plant and its components.

11.0 TESTS

The following tests are to be carried out:

- a) At the supplier's premises, before the standby generator set will be delivered to site. The Engineer and/or the alternative Representative of the Employer will be present during the test to satisfy themselves that the generator set complies with the specification and delivers the specified output. The Engineer must be timeously advised of the date of this test.
- b) After completion of the works and before first delivery is taken, a full test will be carried out on the electrical installation on site for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected and the Tenderer shall make good, to the satisfaction of the Engineer, any defects which may arise.
- c) The Tenderer shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- d) Test reports of both tests as specified under (a) and (b) are to be submitted to the Engineer.

12.0 SPARES, MANUALS AND RECORD DRAWINGS

All necessary catalogues and nearest availability of spare parts shall be detailed in the offer.

On completion the Tenderer shall submit to the Engineer a set of

- (a) Operation,
- (b) Maintenance manuals,

- (c) Record drawings,
- (d) First batch of service spares and
- (e) Full diesel fuel tank.

13.0 **ENCLOSURE / CANOPY**

13.1 GENERAL

- (a) The generator set will be installed inside a sound attenuated 3CR12 stainless-steel purpose-built enclosure. Trox sound attenuators and louvres to suit must be fitted to both ends and both sides must be fitted with acoustic doors for access purposes. The inside of the container must be lagged with “Quash” type acoustic material and the standard aluminium chequer plate floor and lights etc. must be installed over the engine and in front of the switchboard.
- (b) The enclosure shall allow easy access to the engine, alternator, radiator filler cap and switchboard for maintenance purposes.
- (c) The door hinges and locking bars shall be of a heavy-duty type and be manufactured of an alloy or corrosion resistant material.
- (d) The diesel fuel level indicator and alternator rating plate shall be clearly visible with the doors open.
- (e) The silencer exhaust must be mounted within the enclosure.
- (f) Rubber seals on doors.

13.2 DESIGN

- (a) The enclosure shall be designed to be weather-proof and sound proofed. Rivets or self-tapping screws will under no circumstances be allowed for fixing the various sections of the enclosure. Only corrosion resistance nuts and bolts are acceptable.
- (b) The starter battery 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.

13.3 ROOF

The roof of the enclosure shall be constructed for proper drainage of water with a pitch of not less than 7 degrees.

13.4 LIGHT FITTINGS

- (a) A vapor/corrosion proof LED light fitting and it's associated on/off door switch shall be provided inside the enclosure for illumination of the control panel and the inside of the enclosure.
- (b) The power for the LED luminaire shall be obtained from the starter battery.

13.5 PROVISIONS AND STORAGE

Provide the following suitably sized:

- (a) Readily accessible Carbon dioxide fire extinguisher

- (b) Storage box for service spares and a pair of ear muffs.

13.6 POWER POINT

A 16 Ampere switched socket outlet (SSO) shall be provided in the externally mounted terminal box or suitable accessible position and protected from rain. The SSO must be accessible without the use of tools. The power supply shall be taken from the mains side of the switchboard and protected by a 20A, 30mA Earth Leakage.

13.7 NOTICES

- (a) Notices in English as stipulated in the latest amendment of the Occupational Health and Safety Act 85/1993 shall be installed in the generator enclosure.
- (b) Notices shall be in accordance with SANS 1186-1:2008 Symbolic Safety Signs Part 1
- (c) All notices shall be of the metal engraved type with a minimum metal thickness of 1 mm. The words shall be in red lettering on a white background.
- (d) The lettering shall be embossed and the colouring shall not fade in sunlight
- (e) The contents of these notices are summarised below.
 - (i) A notice prohibiting unauthorised entry prohibited
 - (ii) A notice prohibiting unauthorised handling of or interfering with electrical apparatus
- (f) Notices (e) (i) must be installed outside next to the entrance of the generator enclosure and (e) (ii) to be inside the generator enclosure.
- (g) In the generator enclosure, a clearly legible and indelible warning notice must be mounted in a conspicuous position. The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

**DANGER: THIS ENGINE WILL START WITHOUT NOTICE. TURN
SELECTOR SWITCH ON CONTROL BOARD TO “OFF”
BEFORE WORKING ON THE PLANT.**

14.0 CONCRETE PLINTH FOR MOUNTING THE GENERATOR

The Tenderer may negotiate the construction of the concrete plinth with the building contractor who may be better equipped for this.

The plinth must be strong enough to carry the dynamic wet mass of the generator. The plinth must be provided with a bund sized to for holding 110% of the fuel tank capacity and provided with a sump inside and a chamber with a draining gate valve outside. The drain valve outlet must discharge into the sewer system through an oil trap / interceptor.

Cabling must be through cable sleeves cast in the floor of the bund and protruding above the rim of the bund.

A. ENGINE

NO	ITEM	REMARKS
1.	Manufacturer's Name	
2.	Country of Origin	
3.	Manufacturer's model No. and year of manufacture	
4.	Continuous sea level rating after allowing for ancillary equipment: In kW.....	
5.	Percentage de-rating for site conditions, in accordance with BS 551.4	
	a) For altitude.....	
	b) For temperature..	
	c) For humidity.....	
	d) Total de-rating.....	
6.	Net output on site in kW	
7.	Nominal speed in r.p.m.	
8.	Number of cylinders	
9.	Swept volume in litres	
10.	Compression ratio	
11.	Fuel consumption of the complete generating set on site of alternator output at in l/h:	
	a) Full load.....	
	b) ¾ load.....	
	c) ½ load.....	
	NOTE: A tolerance of 5% shall be allowed above the stated value of fuel consumption.	
12.	Make of fuel injection system.	
13.	Capacity of fuel tank in litres	
	a) Primary..... b) Bulk.....	N/A
14.	Method of reading tank fuel level, with electromechanical or electronic gauge?	
	a) Primary tank..... b) Bulk tank.....	N/A
15.	Where is the fuel gauge situated?	

NO	ITEM	REMARKS
	a) Primary tank..... b) Bulk tank.....	N/A
16.	Is water trap fitted in the fuel line system?	
17.	Is diesel fuel conditioner provided for the bulk fuel tank?	N/A
18.	Is electric pump for filling the fuel tank included?	
19.	Is manual pump for filling the fuel tank included?	
20.	Method of cooling	
21.	Type of radiator, if water-cooled	
22.	Type of heater for warming cylinder heads, if required	
23.	Capacity of heater in kW, if required	
24.	Method of protection against high temperature	
25.	Method of protection against low oil pressure	
26.	Type of governor	
27.	Speed variation in %	
	a) Temporary.....	
	b) Permanent.....	
28.	Minimum time required for as assumption of full load after starting in seconds	
29.	Recommended interval in running hours for:	
	a) Lubricating oil change.....	
	b) Oil filter element change....	
	c) Decarbonising.....	
30.	Are all accessories and ducting of the radiator included?	
31.	Is engine naturally aspirated or turbocharged?	
32.	Are performance curves attached?	
33.	Noise level inside the generator enclosure in dBA	N/A
34.	Noise level at 5 000mm from the closed enclosure in dBA	
	a) Engine exhaust outlet.....	
	
	b) Hot air discharge louvre.....	
35.	Is engine exhaust system as specified?	
36.	% Load acceptance to BS 5514, Part 4, with 10% transient speed drop	

B. ALTERNATOR

NO	ITEM	REMARKS
1.	Maker's name	
2.	Country of Origin	
3.	Maker's Model No and year of manufacture	
4.	Type of enclosure	
5.	Nominal speed in r.p.m.	
6.	Number of bearings	
7.	Terminal voltage	
8.	Sea level rating kVA at 0,8 power factor	
9.	De-rating for site conditions	
10.	Input required in kW	
11.	Method of excitation	
12.	Efficiency at 0,8 power factor and: a) Full load..... b) $\frac{3}{4}$ load..... c) $\frac{1}{2}$ load.....	
13.	Maximum permanent voltage variation in %	
14.	Transient voltage dip on full load	
15.	Voltage recovery on full load application in milliseconds	
16.	Is alternator brushless?	
17.	Class of insulation of windings	
18.	Is alternator suitable for tropical conditions?	
19.	Symmetrical short circuit current at terminals in Amperes	
20.	Type of Coupling between engine and alternator	
21.	Is the alternator protected against a) Overload..... b) System faults..... c) Overvoltage..... d) Stator/Rotor winding temperature..... e) Internal generator faults.....	

C. SWITCHBOARD

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Is it free standing or mounted on the set?	
4.	Finish and colour	
5.	Ratio of current transformers	
6.	Make of the main circuit breaker	
7.	Rating of circuit breaker in Amps and fault level in kA	
8.	State the SA or international standard to which all circuit breakers conform	
9.	Setting range of overload trips	
10.	Setting range of instantaneous trips	
11.	Make of motorised change-over equipment	
12.	Rating of change-over equipment in Amps	
13.	State the SA or international standard to which all circuit breakers conform	
14.	Are auxiliary contacts available on the motorised change-over equipment?	
15.	Make of Controller	
16.	Make and type of rectifier for battery charger	
17.	Is battery charger automatically selected for boost / float?	
18.	Maker's name for the alarm siren	
19.	Is the alarm siren of the continuous duty type?	
20.	Are potential free contacts from the alarm relay brought down to terminals for remote indication of alarm conditions?	
21.	If the manufacture of switchboard/control panel to be sub-let state name and address of specialist manufacturer?	

D. BATTERY

NO	ITEM	REMARKS
1.	Maker's Name	
2.	Country of Origin	
3.	Type of battery	
4.	Voltage of battery	
5.	Number of cells	
6.	Capacity in cold crank in Ah	
7.	Battery warranty period in months	

E. DIMENSIONS

NO	ITEM	REMARKS
1.	Overall dimensions of set including the switchboard and the enclosure in mm	
2.	Overall wet mass of the set including the switchboard and the enclosure in kg	
3.	Overall dimensions of the bulk tank including the fuel conditioner.	N/A

F. SPARE PARTS AND MAINTENANCE FACILITIES

NO	ITEM	REMARKS
1.	Are engine and alternator spares available in the Eastern Cape?	
2.	Where are these spares held in stock?	
3.	What facilities exist in the Eastern Cape for the servicing of the equipment offered?	
4.	Where are these facilities available?	

G. GENERATOR ENCLOSURE

NO	DESCRIPTION	
1.	Construction material and thickness (submit proof)	
2.	Finish and colour	
3.	Number of access doors	
4.	Make and type of heavy-duty door hinges	
5.	Sound attenuation material	
6.	Exhaust silencer mounted within the enclosure or external?	
7.	Method of sealing doors	
8.	Type of corrosion resistant fasteners	

9.	Roof pitch	
10.	Make and type of light fitting	
11.	Easily accessible 16 Amp switched socket outlet provided?	
12.	Facility provided for the storage of ear muffs	
13.	State notices provided:	

H. DEVIATION FROM THE SPECIFICATION AS AN ALTERNATIVE (STATE BRIEFLY)

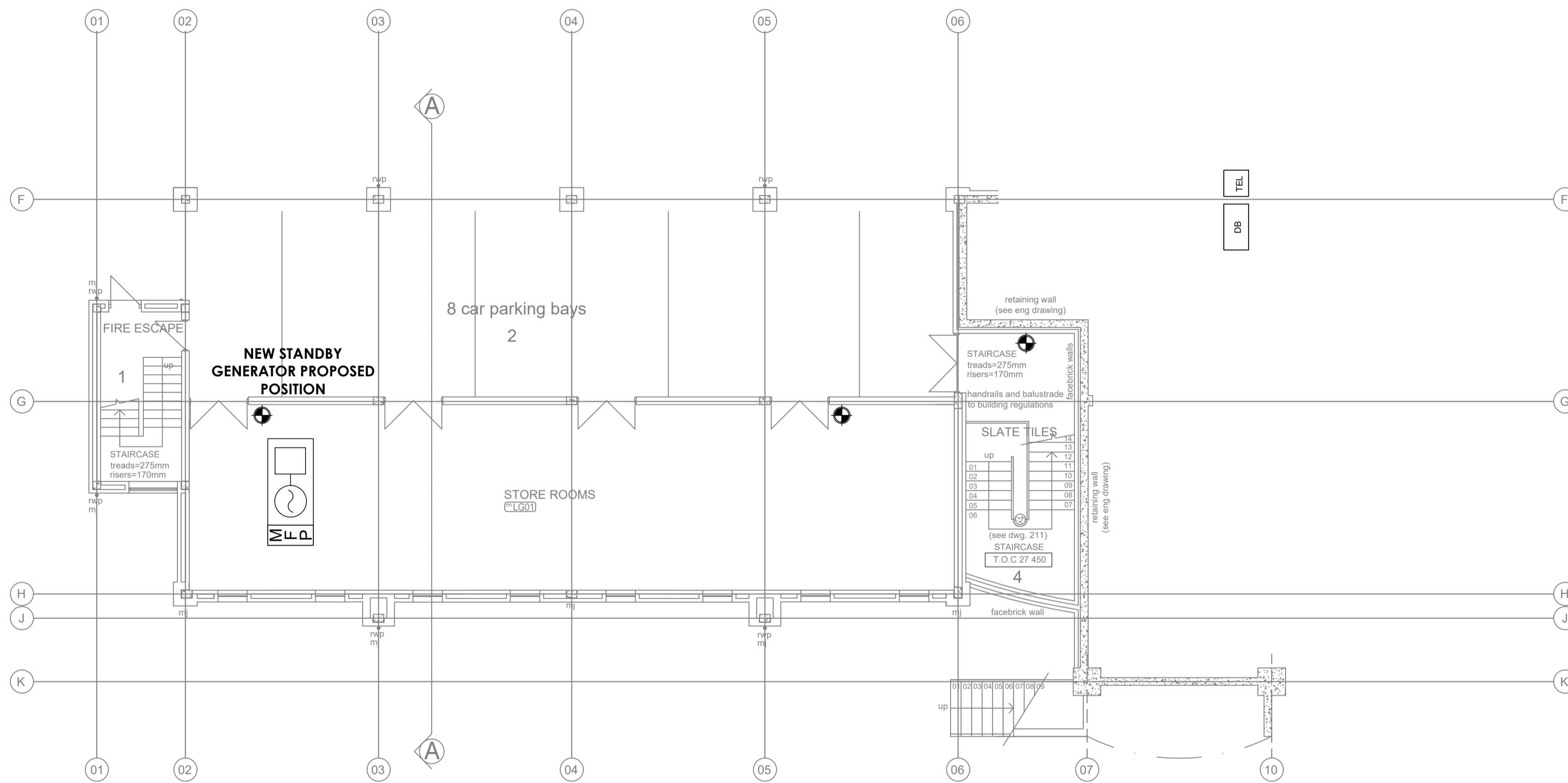
NO	DESCRIPTION

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



LEGEND	
	ELECTRICAL DISTRIBUTION BOARD
	OUTDOOR STANDBY GENERATOR WITH MAINS FAILURE PANEL

NOTES:

- THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE DETAILED SPECIFICATIONS.
- A COMPLETE SET OF DRAWINGS MUST BE AVAILABLE ON SITE AT ALL TIMES.
- CONDUITS TO BE INSTALLED IN STRAIGHT PARALLEL LINES IN CEILING VOIDS AND SADDLED AT EVERY TRUSS.
- DISCREPANCIES, ERRORS AND OMISSIONS ARE TO BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY THEY BECOME EVIDENT.

5. CIRCUITING:

AC	=	AIR CONDITIONING
D	=	DEDICATED SSO
L	=	LIGHTING CIRCUIT
P	=	STANDARD SSO
XL	=	LIGHTING CIRCUIT ON STANDBY POWER
XP	=	STANDARD SSO ON STANDBY POWER

REVISIONS			
REV	DATE	INIT.	DESCRIPTION

CLIENT

PROJECT

ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ECDC HEAD OFFICE, EAST LONDON

TITLE

BASEMENT - NEW 125kVA OUTDOOR STANDBY GENERATOR PROPOSED POSITION

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DESIGN	TENDER	CONSTRUCTION
		✓

DESIGNED BY: N.T. NZUZA

SCALE: 1:100

REVISED BY: -

DATE: 10/06/2023

PRINT DATE: 17/07/2023

CHECKED BY: N.T. NZUZA

REGISTRATION No. 201730103

SIGNED: _____

DRAWING NO. 2312-T-E-101

REV No. 00

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- CIRCUITING:
 - AC = AIR CONDITIONING
 - D = DEDICATED SSO
 - L = LIGHTING CIRCUIT
 - P = STANDARD SSO
 - XL = LIGHTING CIRCUIT ON STANDBY POWER
 - XP = STANDARD SSO ON STANDBY POWER

REVISIONS			
REV	DATE	INIT.	DESCRIPTION

CLIENT



PROJECT

ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ECDC HEAD OFFICE, EAST LONDON

TITLE

FIRST FLOOR - EXISTING MAIN DB POSITION

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CESA
Consulting Engineers South Africa

DESIGN	TENDER	CONSTRUCTION
		✓

DESIGNED BY: **N.T. NZUZA** SCALE: **1:100**



REVISED BY: **-** DATE: **10/06/2023** PRINT DATE: **17/07/2023**

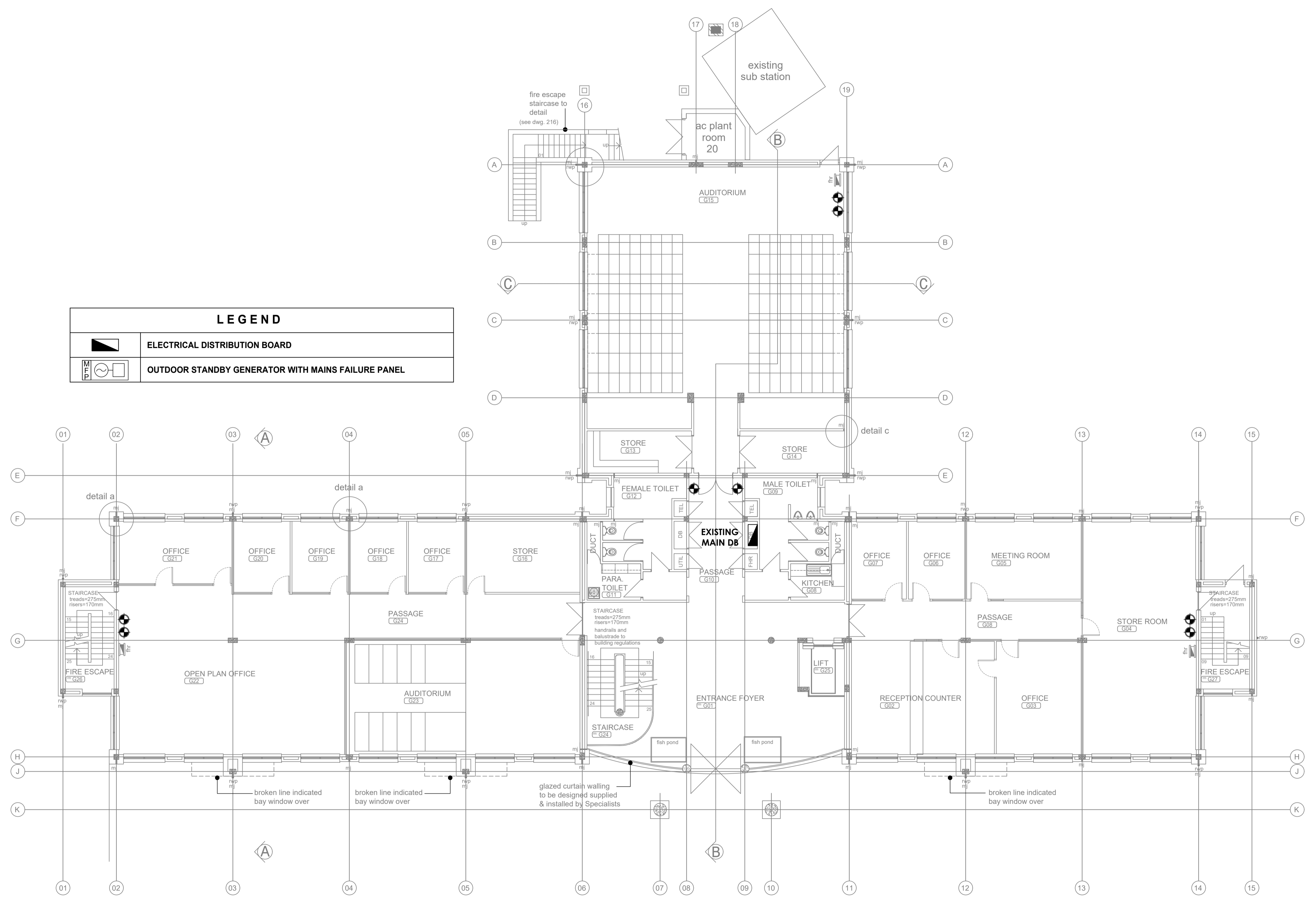
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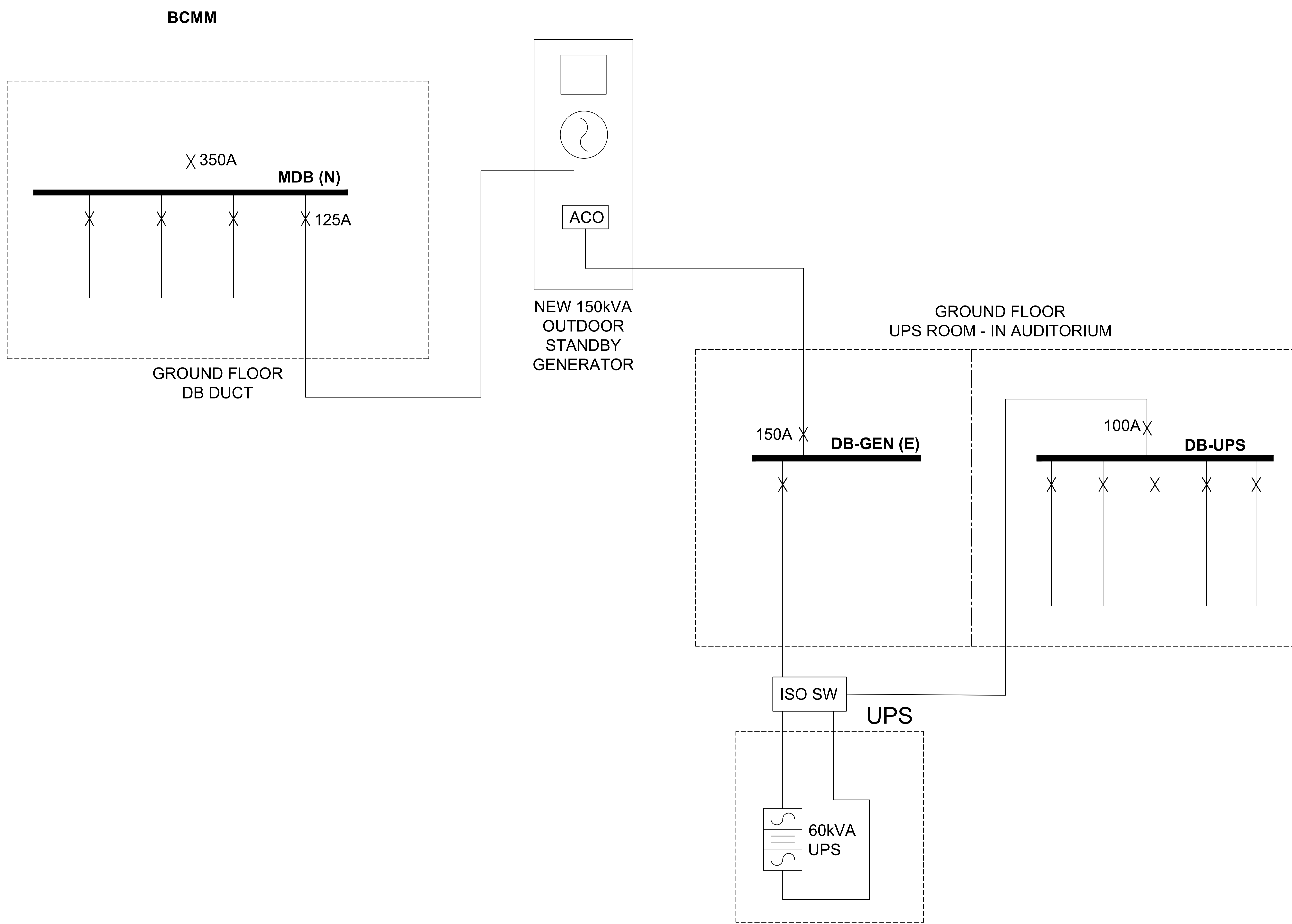
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LEGEND	
	ELECTRICAL DISTRIBUTION BOARD
	OUTDOOR STANDBY GENERATOR WITH MAINS FAILURE PANEL






- NOTES:**
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 - XP = STANDARD SSO ON STANDBY POWER

REVISIONS			
REV	DATE	INIT.	DESCRIPTION

CLIENT



PROJECT

ECDC PROPERTIES IN THE BUFFALO CITY MM (CLUSTER C2): ECDC HEAD OFFICE, EAST LONDON

TITLE

RETICULATION BLOCK DIAGRAM

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CESA
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DESIGN	TENDER	CONSTRUCTION
		✓
DESIGNED BY:	SCALE	
N.T. NZUZA	N. T. S	
REVISED BY:	DATE	PRINT DATE
-	10/06/2023	31/07/2023
CHECKED BY:	N.T. NZUZA	
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