

# NDLAMBE MUNICIPALITY



## TENDER DOCUMENT

TENDER: T07/2526

### APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY

NAME OF BIDDER : \_\_\_\_\_  
BIDDERS CSD NO : \_\_\_\_\_  
BIDDERS CIDB NO : \_\_\_\_\_  
CONTACT PERSON : \_\_\_\_\_  
TELEPHONE NO. : \_\_\_\_\_  
EMAIL ADDRESS : \_\_\_\_\_  
PHYSICAL ADDRESS : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

Closing date:

Tuesday, 27 January 2026 at 12:00

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<b>SECTION A: ABBREVIATIONS AND ACRONYMS</b>	
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
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>B: DEFINITIONS</b>	
Acceptable tender	Means any tender which, in all respects, complies with the specifications and conditions of tender as 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 Ndlambe Municipality's existing budget for the function to which the agreement relates; and Destined for Ndlambe Municipality 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 Ndlambe Municipality'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 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 MBD 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 Ndlambe Municipality 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 Ndlambe Municipality.
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 Ndlambe Municipality.

Public Private partnership	Means a commercial transaction between Ndlambe Municipality and a private party in terms of which: the private party either performs a function o.b.o. Ndlambe Municipality for a specified or indefinite period or acquires the use of state property for its own commercial purposes for a specified or indefinite period. the private party receives a benefit for performing the function or by utilizing state property, either by way of: 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.
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.
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 Ndlambe Municipality 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



**NDLAMBE MUNICIPALITY**  
**TENDER T07/2526**

**INVITATION TO TENDER – APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY**

The Ndlambe Municipality hereby invites experienced service providers meeting the following minimum requirements:

- **CIDB Grading of 3ME or higher.**
- Infrastructure and resources available – Plant and Equipment (owned or leased)

*Failure to meet the above requirements will deem the bid non-responsive*

NDLAMBE LOCAL MUNICIPALITY requires the services of suitably qualified professional service providers to render services for maintenance of water and sewer pump stations as well as associated mechanical and electrical components within Ndlambe Local Municipality.

The municipality shall appoint the three (3) highest scoring service providers for a period of 12 months, subject to renewal of two further periods of twelve (12) months each at the discretion of the Accounting Officer.

**EVALUATION**

Bids will be evaluated on compliance with specifications and functionality as follows (the detailed requirement matrix is set out in the returnable document).

<b>Functionality Criteria</b>	<b>Maximum number of points</b>
Company Experience	50
Key Personnel	50
<b>Maximum possible score for functionality (MS)</b>	<b>100</b>

**Bidder proposals that do not achieve a functionality score of at least 70 percent will NOT proceed to the Price/Specific Goals points calculation stage of the evaluation process.**

**Bidders shall take note of the following BID CONDITIONS:**

1. Prices must be valid for at least ninety (90) days from the closing date.
2. Prices quoted must be firm and must, where applicable, be inclusive of VAT.
3. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the

right to accept the whole or part of the bid.

4. An original tax clearance certificate issued by SARS must accompany all tenders OR a tax reference number and PIN or TCC number must be provided. Tax status will also be verified against the Central Supplier Database (CSD)
5. Evidence of registration of company on the Central Supplier Database must be provided (CSD “MAAA” number).
6. Bidders must complete the following forms, which are included in the returnable document:
  - o Declaration of Interest (MBD 4)
  - o Declaration for Procurements above R5 million (VAT included) (MBD 5)
  - o Declaration of Bidder’s Past Supply Chain Management Practices (MBD 8)
  - o Certificate of Independent Bid Determination (MBD 9)
7. Bidders who wish to claim for preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form **MBD 6.1** (included in the returnable document) as well as a **certified copy** of the proof of B-BBEE status level of contribution.
8. A Municipal Billing Clearance Certificate, which covers, if applicable, both the company and its directors, must accompany all bids (included in the returnable document).
9. It should be noted that the 80/20 preferential points system will be applied, 80 being for price and 20 for Specific Goals as defined in the Preferential Procurement Policy.
10. The award will be made in terms of the Municipality’s Preferential Procurement and Supply Chain Management Policies.
11. This bid is subject to the General Conditions of Contract.
12. Documents are to be completed in full and in accordance with the conditions and bid rules contained in the bid documents.

To ensure that tenders are not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents. The returnable tender document, which includes full details of the specifications, is available for download, **free of charge**, from Ndlambe Municipality’s website <https://ndlambe.gov.za/web/returnable-bid-documents/>

**N.B. Bidders requiring a hard copy to be supplied by the municipality must pay a non- refundable tender deposit of R134.35 inclusive of VAT. In the latter case, the original receipt should be attached to the submitted tender document.**

**BIDS MAY ONLY BE SUBMITTED ON THE BID DOCUMENTATION ISSUED BY NDLAMBE MUNICIPALITY.**

Tender documents may be collected from the Supply Chain Management office at Ndlambe Local Municipality Offices, 44 Campbell Street, Port Alfred, 6170 from **01 December 2025** (office hours 08h00 until 16h00).

**Late submitted, unmarked, faxed, falsified, incomplete or e-mailed proposals will not be considered and will be disqualified.**

Completed Tender documents, supporting documents and externally endorsed documents must be placed in a sealed envelope marked “**T07/2526 – APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY**” and deposited in the Tender Box at the Supply Chain Management Offices, 44 Campbell Street, Port Alfred not later than **12h00 on 27 January 2026**. Tenders will be opened at the Supply Chain Management Unit at 12h05 on the same day.

***N.B. ENVELOPES NOT MARKED AS INDICATED ABOVE WILL NOT BE OPENED AND SUCH BIDS WILL BE DISQUALIFIED.***

Further technical details may be obtained from [tenders@ndlambe.gov.za](mailto:tenders@ndlambe.gov.za)

**NOTICE NUMBER: 265/2025  
27 NOVEMBER 2025**

**ADV R. DUMEZWENI  
MUNICIPAL MANAGER**

## 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 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://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 <b>NDLAMBE MUNICIPALITY</b>
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 – Performance Guarantee C1.4 – Adjudicator’s Contract</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4 : Site Information/Drawings</b></p> <p>C4 – Drawings</p> <p>PA – Health and Safety Specification PC – Labour Intensive Methods</p>

A.1.4	<p><b>During Tender stage, all communication shall be through the Procurement Department for attention:</b></p> <p><u>SCM Manager</u>  Name: Ms S Mbenga-Smaile  Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 504 5671  E-mail: <a href="mailto:ssmaile@ndlambe.gov.za">ssmaile@ndlambe.gov.za</a></p> <p><u>Deputy Director Infrastructure</u>  Name: Thulani Maluleke  Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5614  E-mail: <a href="mailto:tmaluleke@ndlambe.gov.za">tmaluleke@ndlambe.gov.za</a></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><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB,</li> <li>2. the lead partner has a contractor grading designation in the <b>ME (Mechanical Engineering)</b> class of construction work; not lower than one level below the required grading designation in the class of works of construction under consideration and possess the required recognition status.</li> <li>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 <b>3ME or Higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
A.2.1	<p><b>Not Applicable for this Bid</b></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"> <li>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 an 3ME class of construction work; and</li> </ol>

A.2.7	There shall be no tender clarification meeting for this tender.
A.2.12	<p><b>Not Applicable for this Bid</b></p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	No alternative tender offers will be considered.
A.2.12	<p><b>Not Applicable for this Bid</b></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><b>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.</b></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>Ndlambe Municipality will not be responsible if your bid is not submitted on time. All bid documents are to be <b>completed in permanent black ink.</b></p> <p><b>No alterations of the Bid Document will be allowed.</b></p> <p><b>No correction fluid will be allowed. Corrections should be initialled.</b></p>

A.2.13.5	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.
A.2.15.1	<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) <b>Location of tender box:</b></p> <p>Bid Reference Number: <b>07/2526</b></p> <p>Project Name: <b>APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY</b></p> <p>Delivered at Physical Address: <b>Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred</b></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><b>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</b></p>
A.2.13.6 A.3.5	<p><b>Not Applicable for this Bid</b> A two-envelope procedure is not applicable for this bid.</p>
A.2.13.9	Telephonic, email, telegraphic, telex, email, or facsimile tender offers <b>will not</b> be accepted.
A.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
A.2.16	The tender offer validity period is 90 days.
A.2.18	<p><b>Not applicable to this bid</b></p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Tenders to submit the associated names being part of the returnable documents. Failure to submit can result in the tender being eliminated.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests, and analysis: The site is available for viewing the location of the works.</p>
A.2.20	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.
A.2.22	<p><b>Not Applicable for this Bid</b> 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><b>1) Tax Compliance</b> 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, <b>7 working days</b> 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 5 working days before the tenderclosing time.</p>
A.3.4	<p><b>Opening of the Bids</b> The opening will be a <b>PUBLIC OPENING, at Supply Chain Management Office at Ndlambe Local Municipality Offices, 44 Campbell Street, Port Alfred, 6170 at 12h00.</b></p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluations have been complete. Any subsequent discussions shall be at the discretion of Ndlambe Municipality.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p><b>Not Applicable for this Bid</b> 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 Ndlambe Municipality Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

<b>Stage 1</b>	<b>Mandatory Requirements:</b> Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
<b>Stage 2</b>	<b>Functionality:</b> Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of <b>70%</b> for functionality to be evaluated for Stage 3 (Preferential procurement points).
<b>Stage 3</b>	<b>Preferential Procurement points:</b> <b>Price:</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

<b>Functionality Criteria</b>	<b>Maximum number of points</b>
Company Experience	50
Key Personnel	50
<b>Maximum possible score for functionality (MS)</b>	<b>100</b>

A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer is Tax Compliant <ul style="list-style-type: none"> <li>✓ tenderers must ensure compliance with their tax obligations.</li> <li>✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</li> <li>✓ The tenderer's Tax status will be verified on the CSD prior to the bid award, and where the preferred bidder is not compliant, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> </ul> </li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ul> </li> <li>e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts.</li> <li>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.</li> <li>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.</li> <li>h) the tenderer has the legal capacity to enter the contract.</li> <li>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;</li> <li>j) the tenderer complies with the legal requirements, if any, stated in the tender data;</li> </ul>
A.3.17	<p>The employer is to provide one (1) paper copy of the signed contract.</p>

## **Part T2: Returnable documents**

T2.1 - List of returnable  
documents

T2.2 - Returnable schedules

**2.1 STAGE 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/registered with the Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Closure	Mandatory Requirement for Award
<p>1. <b>Bidders must be registered on the National Treasury Central Supplier Database (CSD).</b> The following information will be verified on the National Treasury Central Supplier Database:</p> <ul style="list-style-type: none"> <li>• 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 bidder's status is under deregistration, <b>7 working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• ID Number,</li> <li>• Government Employee</li> <li>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.</li> </ul> <p><b><u>Onus on the Service Provider</u></b>            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. Ndlambe Municipality will verify if the Service Provider has been registered on CSD. Service Provider to submit CSD Number as required in the Cover Page. <b>It is the responsibility of the Service Provider to ensure that the correct CSD Number is provided.</b></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><b><u>JV's and Consortium</u></b>            Where the Bidder is a JV/Consortium, each firm must be registered on the CSD.</p>	<p>Yes</p>	<p>Yes</p>

Description	Disqualification if not submitted/registered with the Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Closure	Mandatory Requirement for Award
<p>2. <b>Tax Compliance Requirements:</b></p> <ul style="list-style-type: none"> <li>• Bidders must ensure compliance with their tax obligations.</li> <li>• The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, <b>seven working days</b> will be granted for remedy, failing which the bidder will be disqualified.</li> <li>• In Bids where Consortia/Joint ventures/subcontractors are involved, each party must submit a separate proof of Tax Compliance Status Certificate/SARS PIN/CSD Number.</li> </ul>	No	Yes
<p>3. <b>CIDB Requirements:</b></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 <b>Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3ME (Mechanical Engineering) or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p><b>Joint ventures are eligible to submit tenders provided that:</b></p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB and forms part of the panel of civil and general building works of the Ndlambe Municipality.</li> <li>2. the lead partner has a contractor grading designation in the <b>ME (Mechanical Engineering)</b> 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.</li> <li>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</li> </ol>	Yes	Yes <b>3ME or Higher</b>

Description	Disqualification if not submitted/registered with the Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Closure	Mandatory Requirement for Award
<p>accordance with the sum tendered for a ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p><b>Ndlambe Municipality will verify whether the Bidders have an active and valid CIDB registration as required above</b></p>		
<p>4. <b>Annexure C – Supplier Information (Completed and Signed by the Delegated Authority) Attach Delegation of Authority</b></p>	Yes	Yes
<p>5. <b>Annexure G - (MBD 4): Bidders disclosure. (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</b></p>	Yes	Yes
<p>6. <b>Annexure H – (MBD 6.1.): Preferential Points Claim (Signed and Completed).</b></p> <p><b>The CSD report will be used to confirm other specific goals listed in Table 1 of the MBD 6.1 document.</b></p> <p><b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points.</b></p>	No	No
<p>7. <b>Declaration with regards to Company /Firm Location</b></p> <p><b>Attach</b> a proof of address to claim points for locality as the specific goal as advised in the tender / qualifies the company/firm for the PPR of 2022 preference points claim.</p> <p>This information will be verified from the FICA documents (PhysicalAddress, Utility Bill, Telephone, Tax Clearance, lease agreement submitted by the bidder).</p> <p><b>Failure to submit the fully completed declaration and proof of address for the bidding entity and eachJV /Consortium member may result in awarding of 0 (zero) points preference points under Locality.</b></p>	No	Yes

	Description	Disqualification if not submitted/registered with the Bid Document or Bidder is found to be Non- Compliant at the Time of Bid Closure	Mandatory Requirement for Award
8.	<b>Annexure I:</b> Statement of consent to data processing (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.	No	No
9.	<p><b>Duly signed Letter of Authority MUST be submitted authorising the individual to sign on behalf of the bidder if:</b></p> <p><b>a)</b> If there are more than one Owner/ Director / Shareholder / Member / Trustee etc. <b>OR</b></p> <p><b>b)</b> If there is only one Director / Shareholder / Member / Trustee / Owner etc. and they are not the one completing the bid document.</p> <p><b>Note:</b> 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
10.	<b>ANNEXURE J (which includes local content annexure C):</b> Declaration of Local Content (MBD 6.2) (Completed and Signed by the Delegated Authority) Attach Delegation of Authority	n/a	n/a
11.	<b>Annexure L – C.1.1 Form of Offer and Acceptance Offer (Completed and Signed by the Delegated Authority) Attach Delegation of Authority.</b>	Yes	Yes
12.	<b>Priced Bills of Quantities completed in black non-erasable ink.</b>	Yes	Yes
13.	<b>Schedule of mandatory Plant and Equipment</b>	Yes	Yes

<b>The following will be applicable to Joint Ventures/Consortium</b>		
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
<b>Annexure I – (MBD 6.1.): Preferential Points Claim (Signed and Completed).</b>  <b>CSD report will be used to confirm other specific goals listed in Table 1 of the MBD 6.1 document.</b>  <b>Failure to submit the preference points claim and proof of address may result in awarding of 0 (zero) points preference points.</b>	No	No

**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 buildings within 14 days upon appointment.
6. Submission of a Construction Works Insurance for all works upon appointment.
7. No correction fluid to be used and all errors to be initialled by the authorised signatory.

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

SCM Manager

Name: Ms S Mbenga-Smaile  
Address: PO Box 13, Port Alfred 6170  
Tel: 046 504 5671  
E-mail: [ssmaile@ndlambe.gov.za](mailto:ssmaile@ndlambe.gov.za)

Deputy Director Infrastructure

Name: Thulani Maluleke  
Address: PO Box 13, Port Alfred 6170  
Tel: 046 504 5614  
E-mail: [tmaluleke@ndlambe.gov.za](mailto:tmaluleke@ndlambe.gov.za)

## **STAGE 2 - FUNCTIONALITY**

Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of **70%** for functionality (services) to be evaluated for stage 3 (Preferential procurement points).

### **Bidder to note the following for Functionality Evaluation:**

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

**Table 1: Functionality Evaluation Criteria – Stage 2**

<b>Functionality Criteria</b>	<b>Maximum Points</b>
<b>Maximum Points</b>	<b>100</b>
• Company Experience	50
• Key Personnel	50

<b>FUNCTIONALITY SCORING</b>	<b>MAXIMUM POINTS ALLOCATION</b>
<b>COMPANY EXPERIENCE</b>	<b>50</b>
Copies of Five (05) signed final completion certificates or reference letter where the bidder has completed similar relevant works of the required scope of works. <i>(10 Points will be allocated for each signed final completion certificate/ reference letter submitted, with a maximum of 50 points)</i>	<b>50</b>
<b>KEY PERSONNEL</b>	<b>50</b>
<b>Mechanical Engineer,</b> <ul style="list-style-type: none"> <li>• Copy of Bachelor's Degree (NQF 7 or above) in Mechanical / Electromechanical Engineering (10 points)</li> <li>• Copy of valid Professional Registration with Engineering Council of South Africa (ECSA) (10 points)</li> <li>• CV demonstrating a minimum of 5 years' experience post ECSA registration in operation and maintenance of water and sanitation infrastructure (10 points)</li> </ul>	<b>30</b>
<b>Millwright</b> <ul style="list-style-type: none"> <li>• Copy of Trade Test Certificate issued by the Department of Higher Education or the Department of Labour.</li> <li>• 5 years' experience post qualification in operation and maintenance of water and sanitation infrastructure.</li> </ul>	<b>5</b>
<b>Fitter</b> <ul style="list-style-type: none"> <li>• Copy of Trade Test Certificate issued by the Department of Higher Education or the Department of Labour.</li> <li>• CV demonstrating a minimum of 5 years' post qualification experience in operation and maintenance of water and sanitation infrastructure.</li> </ul>	<b>5</b>
<b>Electrician</b> <ul style="list-style-type: none"> <li>• Copy of Trade Test Certificate issued by the Department of Higher Education or the Department of Labour.</li> <li>• CV demonstrating a minimum of 5 years' experience post qualification in operation and maintenance of water and sanitation infrastructure.</li> </ul>	<b>5</b>
<b>Boiler Maker/ Welder</b> <ul style="list-style-type: none"> <li>• Copy of Trade Test Certificate issued by the Department of Higher Education or the Department of Labour.</li> </ul>	<b>5</b>

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• CV demonstrating a minimum of 5 years' experience post qualification in operation and maintenance of water and sanitation infrastructure.</li></ul> |  |
|---|--|

- a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (Stage 3).
- b) All bids that fail to achieve the minimum score will be disqualified.
- c) Bidders are required to submit certified copies of qualifications not older than six (6) months from the date of issuing the tender. Failure to do so, shall result in zero (0) points being allocated for the relevant criterion.
- d) All foreign qualifications must be SAQA (South African Qualifications Authority) accredited.
- e) All professional Registrations must be in good standing during the period of tender evaluation.
- f) The municipality reserves the right to verify the submitted documents.

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 Goals	20
<b>TOTAL POINTS</b>	<b>100</b>

3.1 Points awarded for price will be based on the 80/20 Preference point systems

3.2 The points scored by the tenderer/bidder for Price will be added to the points scored for Ndlambe Municipality's specific goal to obtain the bidder's total points scored out of 100 points.

3.3 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 the Ndlambe Municipality-specific goal.

3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points, including equal preference points for a specific goal, the successful bid must be the one scoring the highest score for functionality.

3.5 Should two or more bidders/tenderers be equal in all respects; the award shall be decided by the drawing of lots.

3.6 The bidder obtaining the highest number of total points will be awarded the contract.

3.7 Points scored will be rounded off to the nearest 2 decimal places.

**3.8 Price**

3.8.1 The lowest acceptable bid will score 80 points for price.

3.8.2 The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.

3.8.3 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"> <li>Equal and above R30 000 to R50 million, inclusive of all applicable taxes.</li> <li>Below R30 000 if and when considered to be appropriate</li> </ul>
Formulae	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>                     Ps = Points scored for comparative price of bid / offer under consideration                      Pt = Comparative price of bid / offer under consideration                      Pmin = 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 8<sup>th</sup> of August 2019 (See [www.cidb.org.za](http://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.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts 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 the second 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, as relevant, 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 comply 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.2.4 Confidentiality and copyright of documents**

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

#### **A.2.5 Reference documents**

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

#### **A.2.6 Acknowledge addenda**

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

#### **A.2.7 Clarification meeting**

There is no tender clarification for this tender.

#### **A.2.8 Seek clarification**

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

#### **A.2.9 Insurance**

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

#### **A.2.10 Pricing the tender offer**

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

A.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

#### **A.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions T07/2526-Appointment of Contractors for maintenance of water and sewer pumpstations, as well as all associated mechanical and electrical components within Ndlambe Municipality

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.2.12 Alternative tender offers**

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

A.2.12.2 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.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### **A.2.13 Submitting a tender offer**

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.2.13.1 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.2.13.2 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.2.13.3 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.2.13.4 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.2.13.5 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.2.13.6 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.2.13.7 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.2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

#### **A.2.15 Closing time**

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

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

#### **A.2.16 Tender offer validity**

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

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

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

A.2.16.4 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.2.17 Clarification of tender offer after submission**

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

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

#### **A.2.18 Provide other material**

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

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided,

by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

A.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### **A.2.19 Inspections, tests and analysis**

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

#### **A.2.20 Submit securities, bonds and policies**

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

#### **A.2.21 Check final draft**

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

#### **A.2.22 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.2.23 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 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

#### **A.3.2 Issue Addenda**

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

### **A.3.3 Return late tender offers**

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

### **A.3.4 Opening of tender submissions**

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

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points Ndlambe Municipality specific goal and time for completion for the main tender offer only.

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

### **A.3.5 Two-envelope system – Not Applicable**

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

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

### **A.3.6 Non-disclosure**

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

### **A.3.7 Grounds for rejection and disqualification**

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

### **A.3.8 Test for responsiveness**

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

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

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

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

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

### **A.3.9 Arithmetical errors, omissions and discrepancies**

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

A.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 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.3.10 Clarification of a tender offer

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

### A.3.11 Evaluation of tender offers

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

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
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.3.11.1 General**

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

#### **A.3.12 Insurance provided by the employer**

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

#### **A.3.13 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.3.14 Prepare contract documents**

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

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

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

#### **A.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for

both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **A.3.16 Registration of the award**

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

#### **A.3.17 Provide copies of the contracts**

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

#### **A.3.18 Provide written reasons for actions taken**

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

## ANNEXURE B

### ADDITIONAL CONDITIONS OF TENDER OF NDLAMBE MUNICIPALITY

*Where the CIDB standard condition of tender does not address the following, clauses on the Ndlambe Municipality standard conditions of tender, the Ndlambe Municipality 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 Ndlambe Municipality shall in no way be liable to reimburse such costs incurred.

#### 1.4 Ownership of Proposals and presentations

The Ndlambe Municipality 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 Ndlambe Municipality 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](http://www.sars.gov.za)

#### 1.6 Confidentiality

The entire process of calling for Bids was initiated by the Ndlambe Municipality 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 Ndlambe Municipality, make copies or extracts of any of the information obtained during this assignment, while they may have access Ndlambe Municipality'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 Ndlambe Municipality and shall surrender all these items to Ndlambe Municipality on termination of the assignment or on demand of Ndlambe Municipality.

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 Ndlambe Municipality.

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

### **1.7 Inventions Patent and Copy-Rights**

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

The Service Provider shall provide Ndlambe Municipality the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify Ndlambe Municipality 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 Ndlambe Municipality.

### **1.8 Ethics**

Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various Ndlambe Municipality's Procurement Committee's or the Ndlambe Municipality 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 Ndlambe Municipality or any employee of the Ndlambe Municipality, 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 is / 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 bid invitation 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 Ndlambe Municipality, has / have engaged in the restrictive practice referred to above, Ndlambe Municipality 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, Ndlambe Municipality 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.

#### **1.10 Cancellation of Bid Process**

The Ndlambe Municipality 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 Ndlambe Municipality 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 Ndlambe Municipality to appoint any of the qualifying Bidders.

#### **1.11 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 Ndlambe Municipality reserves the right to appoint a bidder without conducting interviews.

#### **1.12 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 Ndlambe Municipality 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 Ndlambe Municipality and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC")**

Until such time that an appropriate agreement has been concluded in writing between the Ndlambe Municipality 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 Ndlambe Municipality, 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 Ndlambe Municipality, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the Ndlambe Municipality, 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 Ndlambe Municipality will not entertain any request of feedback before the final awarding of the contract.

#### **1.13 Supplier Due Diligence**

Ndlambe Municipality 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.

#### **1.14 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 Ndlambe Municipality and its business operations and the nature and scope of the services required.

## **T2.2. - Returnable schedules**

T2.2.1 – Declarations

T2.3 – 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.**

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

<b>Central Supplier Database Number</b>		<b>MAAA</b>	
<b>CIDB Registration Number (CRS Number)</b>			
<b>Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes enclose Proof)	<b>Are you a foreign based supplier for the Goods/Services/Works Offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, answer the questionnaire Below)
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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	
<b>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</b>			

**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 mainoffice?	
	Other offices:	



**NDLAMBE LOCAL MUNICIPALITY – MBD 5  
Port Alfred**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**NOTE:**

- 1. SHOULD ADDITIONAL SPACE BE REQUIRED FOR ANY OF THE ABOVE REQUIRED INFORMATION, PLEASE COMPLETE (WITH REFERENCE) ON A SEPARATE PAGE/S.
- 2. THIS DECLARATION FORM AND CONTENTS WITHIN WILL BE VALID FROM DATE OF RECEIPT BY THE SCM UNIT THE COMPLETION OF THE CONTRACT.

IN THE EVENT THAT ANY INFORMATION CONTAINED IN THIS DECLARATION CHANGES DURING THE PERIOD FROM SUBMISSION, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO SUBMIT AN UPDATED DECLARATION TO THE NDLAMBE LOCAL MUNICIPALITY. FAILURE TO DO SO, WILL RESULT IN THE INVALIDATION OF THE CONTENTS OF THIS DECLARATION AND THE MUNICIPALITY MAY INVOKE REMEDIES AS PER THE APPROVED SCM POLICY OF THE MUNICIPALITY.

Causeway Road  
P O Box 13  
Port Alfred  
6170



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tenders@ndlambe.gov.za  
<http://www.ndlambe.gov.za>

**DECLARATION FOR PROCUREMENTS ABOVE R5 MILLION (VAT INCLUDED)**

For all procurements expected to exceed R5 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?  
**\*YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

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

**\*YES/NO**

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

2.2 If yes, provide particulars.

.....

.....

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

**\*YES/NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES/NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)**

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for **specific goals** as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

**1. GENERAL CONDITIONS**

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

- 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. Points shall be awarded for:

- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.

1.4. The maximum points for this bid are allocated as follows:

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	B-BBEE Status Level of Contributor	10	5
3	Locality of bidder	10	5
	<b>Total points</b>	<b>100</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.
- 1.7. Ndlambe Local Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to specific goals, in any manner required by the municipality.

## 2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (j) "specific goals" means specific goals as contemplated in Para 4 of Ndlambe Municipality's Preferential Procurement Policy.

## 3. BID DECLARATION – SPECIFIC GOALS

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4

B-BBEE Status Level of Contributor: = \_\_\_\_ Points claimed = \_\_\_\_\_ (see below)

B-BBEE Level	Points - value up to R50 million	Points - value above R50 million
1	10	5
2	5	2.5

N.B. B-BBEE Certificate or Affidavit to be attached.

- 3.2 Bidders who wish to claim Locality Points must complete the following:

Full physical address of bidder: \_\_\_\_\_

Bidder Locality	Points - value up to R50 million	Points - value above R50 million
Ndlambe LM	10	5

**N.B. a recent Municipal Billing Certificate (not dated earlier than two months before the bid closing date) to be attached.**

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

4.1 Name of company/firm: \_\_\_\_\_

4.2 VAT registration number (if a VAT Vendor) \_\_\_\_\_

4.3 CSD (Central Supplier Database) number: MAAA \_\_\_\_\_

**4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

**4.5 MUNICIPAL INFORMATION**

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

Registered Account Number: \_\_\_\_\_

Stand Number: \_\_\_\_\_

4.6 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor and Locality in paragraphs 1.4 and 3 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

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

WITNESSES
1.....
2.....

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

NDLAMBE LOCAL MUNICIPALITY – MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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<http://www.ndlambe.gov.za>

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT  
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## NDLAMBE LOCAL MUNICIPALITY – MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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6170



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<http://www.ndlambe.gov.za>

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**TENDER 07/2526– APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY FOR A TOTAL PERIOD OF 12 MONTHS WITH AN OPTION TO RENEW AT UNTIL 30<sup>TH</sup> OF JUNE 2028.**

(Bid Number and Description)

in response to the invitation for the bid made by:

**Ndlambe Local Municipality**

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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.

<b>1</b>	<b>Subject</b>	
	<b>Details</b>	
<b>2</b>	<b>Subject</b>	
	<b>Details</b>	
<b>3</b>	<b>Subject</b>	
	<b>Details</b>	

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 Ndlambe Municipality**

Name of Representative	Capacity	Signature

**Signed by Bidder:**

Name of Representative	Capacity	Signature

**ANNEXURE I: 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 Ndlambe Municipality 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 Ndlambe Municipality.
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 Ndlambe Municipality official / staff member / employee or agent collecting and having access to my personal information.
5. I expressly consent to the Ndlambe Municipality 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 Ndlambe Municipality 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 Ndlambe Municipality for processing.
7. I expressly consent to the Ndlambe Municipality 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 Ndlambe Municipality 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 Ndlambe Municipality relevant committee or forum.
9. I expressly consent to the Ndlambe Municipality 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 Ndlambe Municipality 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.

<b>SIGNATURE of the DELEGATED AUTHORITY</b>		<b>DATE</b>	
---	--	-------------	--

## **T2.3 - Functionality Evaluation Schedules**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT**

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

*NB: PLEASE INDICATE QUANTITY ON THE NUMBER COLUMN IN ORDER TO BE EVALUATED*

DESCRIPTION, SIZE, CAPACITY	NUMBER
a) Crane Truck	
b) 6-Inch Diesel Operated Overhead/Dewatering Pump	
c) Jetting Truck	
d) Combination Truck	
e) LDV	



*List your current contracts and obligations:*

Description	Value (R)	Start date	Duration	Expected completed date

**Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?**





**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF EXPERIENCE			
			QUALIFICATIONS	NQF LEVEL	NO. OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Mechanical Engineer						
Fitter						
Electrician						
Millwright						
Boiler Maker/ Welder						



**Key Personnel Qualifications**

**(Mechanical Engineer)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Attach all required documents & Certified Copies of Qualifications here

**Key Personnel Qualifications  
(Fitter)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Attach all required documents & Certified Copies of Qualifications here

**Key Personnel Qualifications**

**(Electrician)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Attach all required documents & Certified Copies of Qualifications here

**Key Personnel Qualifications**

**(Millwright)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Attach all required documents & Certified Copies of Qualifications here

**Key Personnel Qualifications**

**(Boiler Maker / Welder)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Attach all required documents & Certified Copies of Qualifications here

**Completion Certificates (completed projects)**

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

Description (of work done)	Value (R)	Start date	Completed date	Reference		
				Name (contact person)	Organisation	Tel no
				Email:		
				Email:		
				Email:		
				Email:		

**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 score no points for functionality.**

Attach documents here

NAME OF BIDDING ENTITY .....

**FORM 2.1.7 JOINT VENTURE/CONSORTIUM AUTHORITY**

**JOINT VENTURE/ CONSORTIUM  
INFORMATION**

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD FOR A PERIOD OF 12 MONTH SUBJECT TO RENEWAL FOR TWO FURTHER TWELVE MONTHS PERIOD (AT THE DISCRETION OF THE ACCOUNTING OFFICER)** and of jointly performing such contract under joint responsibility.

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

Full Name and address of Lead enterprise

.....%  
.....

Full Name and address of 2<sup>nd</sup> enterprise

.....%  
.....

Full Name and address of 3<sup>rd</sup> enterprise

.....%  
.....

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

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

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

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the NLM, for the amount and period as stated in the Contract Data.

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

The contract has been awarded to another bidder

or

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

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

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

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

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

**In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures**

**FORM 2.1.8 SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

Type of work to be used for	As a % of contract	Name of sub-contractor
Total % of contract sub-contracted		

**FORM 2.1.9 FINANCIAL REFERENCES**

**DETAILS OF BIDDING ENTITY'S BANK**

**If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.**

I/We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	( )
Fax number	( )
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

**Note:**

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

<b>Project title:</b>	<b>APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL &amp; ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY</b>
<b>Bid No:</b>	<b>07/2526</b>

**Tenderer herewith confirms by signing below that he has read and understands 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:

# CERTIFICATE FOR MUNICIPAL SERVICES

Causeway Road  
P O Box 13  
Port Alfred  
6170



Phone: (046) 604 5500  
Fax: (046) 604 2702  
tenders@ndlambe.gov.za  
<http://www.ndlambe.gov.za>

Information required in terms of Ndlambe Municipality's Supply Chain Management Policy, Para 14(5)(b):

Tender Reference or Description: Tender number 07/2526 APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY

Name of Bidder: \_\_\_\_\_

FURTHER DETAILS OF THE BIDDER/S: Proprietor/Director(s)/Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender documents.

Name of Director/Member/ Partner	Identity Number	Physical residential address of Director/Member/ Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,

(full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or municipal entity in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder/Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.**

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO  
THE NDLAMBE MUNICIPALITY**

Causeway  
Road P O Box  
13  
Port Alfred



Phone: (046) 604 5500  
Fax: (046) 604 2702  
tenders@ndlambe.gov.za  
<http://www.ndlambe.gov.za>

To: THE MUNICIPALITY MANAGER, NDLAMBE MUNICIPALITY

From: \_\_\_\_\_  
(Name of tenderer)

**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE NDLAMBE MUNICIPALITY**

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipality Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the NDLAMBE MUNICIPALITY, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the NDLAMBE MUNICIPALITY to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below to give effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (if the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account Number

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member/Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
Signature  
On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

# NDLAMBE MUNICIPALITY



## TENDER 07/2526

### **APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY**

#### **ADDITIONAL DOCUMENTATION**

Attach further required documentation after this page  
(refer also to Tender Invitation Notice and elsewhere in the Bid Documentation):

1. CSD REPORT
2. CIDB GRADING REPORT
3. TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS)  
MUST BE ATTACHED
4. ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS
5. MUNICIPAL ACCOUNT NOT OLDER THAN THREE MONTHS
6. PROOF OF JOINT VENTURE AGREEMENT (IF APPLICABLE)

**BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT**

**BIDDER MUST ATTACH CONFIRMATION OF THEIR CIDB GRADING**

**TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED**

**ATTACH VALID B-BBEE CERTIFICATE/ OR LETTER FROM REGISTERED AUDITORS**

**THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT A MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS**

**ATTACH PROOF OF JOINT VENTURE AGREEMENT**

## **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 non responsive.**

**OFFER**

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

**PROJECT: APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY**

**Bid No: 07/2526**

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><b>AND WHO IS:</b></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><b>Note:</b></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>
--	---

<b>SIGNED FOR THE TENDERER:</b>		

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>
-------------------------------	------------------	-------------

<b>SIGNED BY WITNESS:</b>		

<b>Name of Representative</b>	<b>Signature</b>	<b>Date</b>
-------------------------------	------------------	-------------

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:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality 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 Ndlambe Municipality 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 Ndlambe Municipality'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 Ndlambe Municipality:**

<b>Name of representative</b>	<b>Capacity</b>	<b>Date</b>
..... ..... ..... .....		
<b>Address</b>	<b>Signature</b>	

**Witnessed by:**

<b>Name of witness</b>	<b>Signature</b>	<b>Date</b>

## **C1.2 - Contract data**

## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition (2015), published by the South African Institution of Mechanical Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Mechanical Engineering, Tel. No. +27 11 805-5947 or [www.saice.org.za](http://www.saice.org.za).

The General Conditions of Contract for Construction Works make 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 General Conditions of Contract 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
1.1.1.13	The Defects Liability Period is: <b>Six (06) calendar months</b> measured from the date of the Completion of Task separately applicable to each assigned task or job card.
1.1.1.14	The time for achieving final Completion for this each works order: <b>(6) calendar months</b> from the completion Date.
1.1.1.15	The name of the Employer is: <b>Ndlambe Municipality</b>
1.1.1.16	<b>Not applicable</b>  The name of the Employer's Agent is:  The Employer's Agent means any Director, Associate or Project Manager appointed generally or specifically to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.  Wherever the name " <b>Engineer</b> " appears in the document, it shall be read to mean the " <b>Employer's Agent</b> ".
1.1.1.26	The Pricing Strategy is: <b>Re-measurement Contract</b>

1.1.1.35	<p>The following additional definition applies:-</p> <p><b>“Drawings”</b>: Means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.</p>
1.1.1.36	<p>The following additional definition applies:-</p> <p><b>Letter of Notification</b>”: Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.</p>
<p>1.2.1.2</p> <p>1.2.1.2.1</p> <p>1.2.1.2.2</p>	<p>Delivery of Notices The following two additional sub-clauses, covering alternative methods of communication, apply: -</p> <p>Sent by Email or any like communication irrespective of it being during office hours or otherwise.</p> <p>Posted to the addressee for certified delivery by the postal Authorities</p>
1.2.1.2	<p>The address of the Employer for receipt of communications is:</p> <p>Attention: Ms. Smaile</p> <p><u>Physical address:</u> Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred 6170</p> <p>Tel ; 0466045671</p>

2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.4.3	<p>The following additional clause applies: -</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Project Specifications</li> <li>2. Special Conditions of Contract</li> <li>3. General Conditions of Contract</li> <li>4. Conditions of Tender</li> <li>5. Standardised/Particular Specifications</li> <li>6. Contract Drawings</li> <li>7. Schedule of Quantities</li> </ol>

2.5.2	<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 or on behalf of the Employer.</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 and goods certified for payment and the insurance policy ceded in full to the Employer.</p>										
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <table border="0" data-bbox="430 1045 1242 1199"> <tr> <td style="padding-right: 20px;">Clause 3.3.1</td> <td>Nomination of Employer's Agent's Representative</td> </tr> <tr> <td>Clause 3.3.4</td> <td>Employer's Agent's authority to delegate</td> </tr> <tr> <td>Clause 5.8.1</td> <td>Non-working times</td> </tr> <tr> <td>Clause 5.11.1</td> <td>Suspension of the Works</td> </tr> <tr> <td>Clause 5.12.4</td> <td>Acceleration instead of extension of time</td> </tr> </table>	Clause 3.3.1	Nomination of Employer's Agent's Representative	Clause 3.3.4	Employer's Agent's authority to delegate	Clause 5.8.1	Non-working times	Clause 5.11.1	Suspension of the Works	Clause 5.12.4	Acceleration instead of extension of time
Clause 3.3.1	Nomination of Employer's Agent's Representative										
Clause 3.3.4	Employer's Agent's authority to delegate										
Clause 5.8.1	Non-working times										
Clause 5.11.1	Suspension of the Works										
Clause 5.12.4	Acceleration instead of extension of time										
3.2.5	<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>										
3.3.6	<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>										
4.1	<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>										

4.3.3	<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 Licenced 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>
4.4.1	<p>The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.</p>
5.3.1	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6.1.3)</li> <li>• Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ul>
5.3.2	<p>The time to submit the documentation required before commencement of the Works is:</p> <p><b>14 calendar days</b></p>
5.4.2	<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>
5.4.3	<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>
5.1.1 & 5.8.1	<p>The non-working days are: <b>Saturdays and Sundays.</b></p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>(1) <b>All gazetted public holidays falling outside the year end break.</b></li> <li>(2) <b>The year end break commencing on 15 December 2025 and ending on 02 January 2026 both days included.</b></li> </ol>
5.8.3	<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</p>

	<p>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> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.13.1	The penalty for failing to complete the Works is: 5.75 cents per R100 of the project cost <b>(excl. VAT)</b> per calendar day
5.14.1	The requirements for achieving Practical Completion shall mean: <b>the commissioning and full operation as listed in the scope of works.</b>
5.14.7	Different dates to achieve Practical Completion <b>will not be permitted.</b>
5.16.3	The latent defect period is: <b>six (6) months.</b>
6.5.1.2.3:	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> <li>• 15% of the gross remuneration of workmen and foremen actually engaged in the day work;</li> <li>• 15% on the net cost of materials actually used</li> </ul> <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
6.6.1	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
6.6.2	<p>ADD THE FOLLOWING:</p> <p>In the case of purchases of material not catered for on the BOQ or appointment of specialist sub-contractors, the contractor must obtain a minimum of three quotations to be approved by the Employer after the Employer's agent confirmed the market relatedness of the quotations.</p>
6.7.6	The following additional clause shall apply: The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Mechanical Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.
6.8.2	<p>Contract Price Adjustment: <b>Is applicable</b></p> <p>Bid price(s) must be fixed for the 12 months after the base month with base month being one month prior to closing of bid.</p> <p>Year 2 and Year 3 shall be adjusted based on CPI index at the anniversary of the contract, subject to negotiation processes with the Municipality.</p> <p>The value of certificates issued shall be adjusted in accordance with the Contract Price</p>

	<p>Adjustment Schedule with the following values:</p> <p>The value of <math>x = 0.15</math></p> <p>The value of coefficients are: <math>a = 0.30</math></p> <p><math>b = 0.30</math></p> <p><math>c = 0.35</math></p> <p><math>d = 0.05</math></p> <p>The province wherein the larger part of the Site is located is the <b>Eastern Cape</b>.</p> <p>The applicable industry for the Producer Price Index for materials is <b>Mechanical Engineering</b>.</p> <p>The area for the Producer Price Index for fuel is <b>coastal</b>.</p> <p>The base month is the month prior to tender closing.</p>
6.8.3	Price adjustment for variations in the cost of special materials are: <b>Not allowed</b>
6.10.1.5:	The % advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to site is not required. Proof of all risk insurance must be provided by the contractor
6.10.3:	There shall be no retention deduction of this tender <b>for works below R500 000.00</b>
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: <b>Nil</b> .
8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00
8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)
10.4	Disputes are be settled in terms of General Conditions of Contract for Construction Works
10.7.1:	<p><b>Additional</b></p> <p>Disputes are be settled in terms of paragraph 106 of the SCM Policy, which reads as follows:</p> <p>(1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes:</p> <p>(a) to assist in the resolution of disputes between the Municipality and other persons regarding:</p> <p>(i) any decisions or actions taken in the implementation of the supply chain management system; or</p> <p>(ii) any matter arising from a contract awarded in the course of the supply</p>

	<p style="text-align: center;">chain management system; or</p> <ul style="list-style-type: none"><li>(b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.</li></ul> <ul style="list-style-type: none"><li>(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.</li><li>(3) The person appointed must:<ul style="list-style-type: none"><li>(a) strive to resolve promptly all disputes, objections, complaints or queries received; and</li><li>(b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.</li></ul></li><li>(4) A dispute, objection, complaint or query may be referred to the provincial treasury if:<ul style="list-style-type: none"><li>(a) the dispute, objection, complaint or query is not resolved within 60 days; or</li><li>(b) No response is forthcoming within 60 days.</li></ul></li><li>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</li><li>(6) This section must not be read as affecting a person's rights to approach a court at any time.</li></ul>
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**The additional Conditions of Contract are:**

Clause	Data
4.13	<p>Add new sub clause 4.13:</p> <p><b>Applicable labour laws</b></p> <p>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 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>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.</p> <p>.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> </ul>
	<ul style="list-style-type: none"> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of work</b></p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>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.</p> <p><b>3 Normal hours of work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week;</li> <li>(b) on more than five days in any week; and</li> <li>(c) For more than eight hours on any day.</li> </ul> <p>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.</p> <p>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.</p>

**The additional Conditions of Contract are:**

**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.
- 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.
- 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.

**5 Special conditions for security guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 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.

**6 Daily rest period**

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.

**7 Weekly rest period**

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").

**8 Work on Sundays and public holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**9 Sick leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 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.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.

**The additional Conditions of Contract are:**

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 –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.<sup>8</sup>

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.

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.

**10 Maternity leave**

10.1 A worker may take up to four consecutive month's unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

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.

**The additional Conditions of Contract are:**

**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.

**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.

**The additional Conditions of Contract are:**

**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.

**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-

<b>The additional Conditions of Contract are:</b>	
	<p>engaged if a position becomes available for the balance of the 24-month period.</p> <p>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.</p>
	<p><b>19 Certificate of service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> <li>(a) the worker’s full name;</li> <li>(b) the name and address of the employer;</li> <li>(c) the SPWP on which the worker worked;</li> <li>(d) the work performed by the worker;</li> <li>(e) any training received by the worker as part of the SPWP;</li> <li>(f) the period for which the worker worked on the SPWP;</li> <li>(g) Any other information agreed on by the employer and worker." </li></ul>

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Mechanical Engineering, Private Bag X200, Halfway House, 1685, 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 [www.saice.org.za](http://www.saice.org.za).

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

Clause	Data														
1.1.1.9	The name of the Contractor is: .....														
1.2.1.2	The address of the Contractor for receiving notices is: <u>Physical Address:</u> ..... <u>Postal Address:</u> ..... ..... ..... ..... Telephone: ..... Facsimile: ..... E-mail: .....														
6.2.1	<table border="1"> <thead> <tr> <th data-bbox="396 1062 1154 1152">Type of Security</th> <th data-bbox="1154 1062 1482 1152">Contractor's Choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="396 1152 1154 1226">The security to be provided by the Contractor shall be one of the following:</td> <td data-bbox="1154 1152 1482 1226"></td> </tr> <tr> <td data-bbox="396 1226 1154 1268">Cash deposit of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1154 1226 1482 1268"></td> </tr> <tr> <td data-bbox="396 1268 1154 1310">Performance guarantee of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1154 1268 1482 1310"></td> </tr> <tr> <td data-bbox="396 1310 1154 1352">Retention of 10% of the value of the works.</td> <td data-bbox="1154 1310 1482 1352"></td> </tr> <tr> <td data-bbox="396 1352 1154 1425">Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td> <td data-bbox="1154 1352 1482 1425"></td> </tr> <tr> <td data-bbox="396 1425 1154 1499">Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.</td> <td data-bbox="1154 1425 1482 1499"></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:		Cash deposit of 10% of the Contract Sum, incl. VAT		Performance guarantee of 10% of the Contract Sum, incl. VAT		Retention of 10% of the value of the works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.	
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Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.															
6.5.1.2.3	The percentage allowance to cover overhead charges is ..... %														

### **C1.3 – Form of Guarantee**

**PERFORMANCE GUARANTEE**

**PRO FORMA**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**Contract No:**

**Project Name: APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL MUNICIPALITY**

WHEREAS: **Ndlambe Municipality**  
(hereinafter referred to as the Employer”)

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Guarantor” means: .....

“Employers Agent” means:.....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

Type of Performance Guarantee: ..... (Insert Variable or Fixed)

“Expiry Date” means: ..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

## **CONTRACT DETAILS**

Employer's Agent Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

### **1. PERFORMANCE GUARANTEE**

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of the issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

### **2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 2.1 The Guarantor hereby acknowledges that:

2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon the receipt of the documents identified in 3.2.1 to 3.2.3:

2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

2.2.2 A first writing demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

2.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written

demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 2.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor and resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

**Signed at:** .....

**Date:** .....

**Guarantor's signatory (1):** .....

**Capacity:** .....

**Guarantor's signatory (2):** .....

**Capacity:** .....

**Witness signatory (1):** .....

**Witness signatory (2):** .....

**PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

THIS AGREEMENT made between:

.....  
(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

In his capacity as .....

AND: .....

(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....

In his capacity as .....

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

(Title).....

and has accepted a bid by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

**NOW THEREFORE THIS DOCUMENT WITNESSETH AS FOLLOWS:**

- 1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employers Agent requiring him to commence the execution of the Works, to either:
  - a) The date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC").
  - b) The date of termination of the Contract in terms of Clauses 9.2 or clause 9.3 of the GCC.

3. The Mandatory declares himself to be conversant with the following:
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1995), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - i) Section 8: General duties of employers to their employees;
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
    - iii) Section 37: Acts or omissions by employees or mandatories, and
    - iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 6.3 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1995 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

At .....for and behalf of the Employer

on this the ..... day of ..... 20.....

**SIGNATURE:**.....

**CAPACITY:**.....

**WITNESSES:**

**SIGNATURES:** (1) .....

(2) .....

**NAMES:** (1) .....

(2).....

At ..... for and behalf of the MANDATORY

on this the ..... day of ..... 20.....

**SIGNATURE:** .....

**CAPACITY:** .....

**WITNESSES:**

**SIGNATURES:** (1).....

(2).....

**NAMES:** (1) .....

(2).....

## **Part C2: Pricing data**

### **C2.1 - Pricing instructions**

## **C2.1 - Pricing instructions**

C2.1.1 **PREAMBLE TO THE SCHEDULE OF PRICES**

1. This is a rate-based tender.
2. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications), the Drawings, the Municipal Financial Management Act and the Supply Chain Management Regulations shall be read in conjunction with the Bill of Quantities.
3. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

4. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities 1. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
5. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
6. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
8. **A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. Failure to price each item will result in the bid being rejected.**

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column.

Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bided rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

9. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

10. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications
Quantity:	The number of units of work for each item
Rate:	The payment per unit of work at which the Bidder bids to do the work
Amount:	The quantity of an item multiplied by the bided rate of the (same) item
Sum:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

11. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	millimetre
m	metre
km	kilometre
km-pass	kilometre-pass
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre-pass
ha	hectare
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
kW	kilowatt
kN	kilo newton
kg	kilogram

t	ton (1 000 kg)
%	per cent
MN	mega newton
MN-m	mega newton- metre
PC	Prime Cost
Sum	Sum
Prov	Provisional
Sum	Sum

\_\_\_\_\_  
Signature of person authorised to sign bid documents

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Designation

\_\_\_\_\_

## **C2.2 - Bill of Quantities**

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL  
MUNICIPALITY**

SECTION 1: PRELIMINARY & GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
1	SABS 1200 A	GENERAL				
1,1		Contractor establishment including the provision of tools, PPE,safety equipment,transport vehicles and mobile workshop facilities for use throughout the contract period	Sum	1		
1,2		Provision of 24/7 standby availability including after-hours emergency response.	Month	1		
1,3		Compilation and submission of site-specific Health & Safety File, risk assessments, method statements, and compliance with Construction Regulations. Includes updates during contract period.	Sum	1		
1,4		Travelling costs for personnel and vehicles to pump stations across Ndlambe (Port Alfred, Kenton, Alexandria, Bathurst, etc.). Includes fuel, tyres, and vehicle wear.	km	1		
1,5		Provision of minor consumables (cable ties, tapes, bolts, lubricants) required for minor maintenance tasks not separately measured.	Sum	1		
Total Carried Forward To Summary						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 2: CALLOUTS, LABOUR & DIAGNOSTICS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
2,1		Emergency call-out for mechanical failure (within 2 hours). Includes assessment, fault-finding, and temporary restoration if possible.	Call-out	1		
2,2		Emergency call-out for electrical/control panel failure (within 2 hours). Includes MCC inspection, testing, and provisional restoration.	Call-out	1		
2,3		Standard call-out (24 hours response).	Call-out	1		
2,4		Mechanical artisan/fitter. Includes tools, minor consumables, and on-site diagnostics.	Hour	1		
2,5		Registered electrician; includes electrical tools, multimeter, insulation tester, panel testing equipment.	Hour	1		
2,6		Semi-skilled labourer for cleaning, lifting, installation support, site work.	Hour	1		
2,7		Specialised site diagnostics(vibration,laser alignment,motor tests	Hour	1		
2,8		Crane truck (for pump lifting up to 3 tonnes). Includes operator and rigging.	Hour	1		
2,9		Super sucker tanker for wet well suction, cleaning and sludge removal.	Hour	1		
2,10		High-pressure jetting unit for wet well cleaning & pipe cleaning.	Hour	1		
Total Carried Forward To Summary						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBELOCAL**

SECTION 3: CONTROL PANEL EQUIPMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
<b>3</b>		<b>CONTROL CUBICLES: Bidders to price each control/ equipment cubicle separately in accordance with the typical items of equipment to be installed inside same as indicated in the specification. Allowance shall be made for all busbars,wiring,cut-outs etc as required as well as for the necessary 304 stainless steel cladding/enclosure</b>				
<b>3,1</b>		<b>Supply and install typical incomer compartment cubicle,excl kWh meter but complete with power analyser,surge arrestors,busbars etc with both main incoming and generator MCBs rated at:</b>				
3,1,1		60 A @ 10kA	Sum	1		
3,1,2		100A @ 15 kA	Sum	1		
3,1,3		150A @ 15kA	Sum	1		
3,1,4		250A @ 25kA	Sum	1		
3,1,5		300A @ 25kA	Sum	1		
3,1,6		300-630A @ 50kA (adjustable type	Sum	1		
<b>3,2</b>		<b>Single pump control compartment complete with typical control gear, alarm/status indicator lamps, telemetry I/O etc as specified but excl pump motor drive (ie VSD/soft starter) measured elsewhere for:</b>				
3,2,1		3 kW pump	Sum	1		
3,2,2		7,5 kW pump	Sum	1		
3,2,3		15 kW pump	Sum	1		
3,2,4		30 kW pump	Sum	1		
3,2,5		55 kW pump	Sum	1		
3,2,6		90 kW pump	Sum	1		
3,2,7		132 kW pump	Sum	1		
3,2,8		315 kW pump	Sum	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBELOCAL**

SECTION 3: CONTROL PANEL EQUIPMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
3,3		<b>HMI/PLC software programming including implementation of Client specific requirements regarding HMI security and control setup, as well as checking and verifying all other control functions for implementing typical control philosophy for:</b>				
3,3,1		Pump	Sum	1		
3,3		<b>Supply and install approved VSD inside new Motor Control panel cubicles for:</b>				
3,3,1		7,5 kW motor	Item	1		
3,3,2		15 kW motor	Item	1		
3,3,3		30 kW motor	Item	1		
3,3,4		55 kW motor	Item	1		
3,3,5		90 kW motor	Item	1		
3,3,6		132 kW motor	Item	1		
3,3,7		260 kW motor	Item	1		
3,3,8		315 kW motor	Item	1		
3,4		<b>Supply and install approved soft starter inside new Motor Control panel cubicles for:</b>				
3,4,1		3 kW motor	Item	1		
3,4,2		7,5 kW motor	Item	1		
3,4,3		15 kW motor	Item	1		
3,4,4		30 kW motor	Item	1		
3,4,5		55 kW motor	Item	1		
3,4,6		90 kW motor	Item	1		
3,4,7		132 kW motor	Item	1		
3,4,8		260 kW motor	Item	1		
3,4,9		315 kW motor	Item	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBELOCAL**

SECTION 3: CONTROL PANEL EQUIPMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
3,5		<b>Moulded case circuit breaker complete with interconnecting tails,etc installed inside MCC Panel, kiosk etc:</b>				
3,5,1		300 to 630A @ 50 kA ( TP, adjustable type )	No.	1		
3,5,2		300A @ 25 kA ( TP )	No.	1		
3,5,3		250A @ 25 kA ( TP )	No.	1		
3,5,4		150A @ 15 kA ( TP )	No.	1		
3,5,5		100A @ 10 kA ( TP )	No.	1		
3,5,6		80A @ 10 kA ( TP )	No.	1		
3,5,7		300 to 630A @ 50 kA ( TP, adjustable type )	No.	1		
3,5,8		300A @ 25 kA ( TP )	No.	1		
3,5,9		250A @ 25 kA ( TP )	No.	1		
3,5,10		150A @ 15 kA ( TP )	No.	1		
3,5,11		100A @ 10 kA ( TP )	No.	1		
3,5,12		80A @ 10 kA ( TP )	No.	1		
3,5,13		63A @ 10 kA ( TP )	No.	1		
3,5,14		40A @ 10 kA ( TP )	No.	1		
3,5,15		20A @ 10 kA ( TP )	No.	1		
3,5,16		80A @ 10 kA ( SP )	No.	1		
3,5,17		63A @ 10 kA ( SP )	No.	1		
3,5,18		40A @ 10 kA ( SP )	No.	1		
3,5,19		20A @ 10 kA ( SP )	No.	1		
3,5,20		63A E/L Unit ( 3P + N )	No.	1		
3,5,21		63A E/L Unit ( 1P + N )	No.	1		
Total Carried Forward To Summary						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 4: ELECTRICAL INSTALLATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
<b>4</b>		<b>ELECTRICAL INSTALLATION</b>				
<b>4,1</b>		<b>Trenching by hand for LV cable/sleeve, 400mm wide X 700mm deep, including backfilling and compaction:</b>				
4,1,1		Soft pickable soil	m	1		
4,1,2		Soft rock	m	1		
4,1,3		Hard rock	m	1		
4,1,4		Imported backfill material from off-site source	m <sup>3</sup>	1		
4,1,5		Disposal of surplus or unsuitable material including haulage up to 10km from site	m <sup>3</sup>	1		
4,1,6		Break-up and re-instate paving along cable route after installation of sleeve	m	1		
<b>4,2</b>		<b>Supply and install LV, PVCAS cable intrench/sleeve/cable tray measured elsewhere:</b>				
4,2,1		120 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,2		95 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,3		70 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,4		50 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,5		35 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,6		25 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,7		16 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,8		10 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,9		6 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,10		4 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,11		2,5 mm <sup>2</sup> Cu x 4 Core	m	1		
4,2,12		1,5 mm <sup>2</sup> Cu x 4 Core	m	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 4: ELECTRICAL INSTALLATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
<b>4,3</b>		<b>Duracst resin through joint in LV, PVCAS cable measured elsewhere:</b>				
4,3,1		120 mm2 Cu x 4 Core	No.	1		
4,3,2		95 mm2 Cu x 4 Core	No.	1		
4,3,3		70 mm2 Cu x 4 Core	No.	1		
4,3,4		50 mm2 Cu x 4 Core	No.	1		
4,3,5		35 mm2 Cu x 4 Core	No.	1		
4,3,6		25 mm2 Cu x 4 Core	No.	1		
4,3,7		16 mm2 Cu x 4 Core	No.	1		
4,3,8		10 mm2 Cu x 4 Core	No.	1		
4,3,9		6 mm2 Cu x 4 Core	No.	1		
4,3,10		4 mm2 Cu x 4 Core	No.	1		
4,3,11		2,5 mm2 Cu x 4 Core	No.	1		
4,3,12		1,5 mm2 Cu x 4 Core	No.	1		
<b>4,4</b>		<b>Terminate and connect LV,PVCAS cables at kiosk/MCC panel/ motors/ equipment using brass cable gland, brass locknut, neoprene rubber shroud and crimp lugs:</b>				
4,4,1		120 mm2 Cu x 4 Core	No.	1		
4,4,2		95 mm2 Cu x 4 Core	No.	1		
4,4,3		70 mm2 Cu x 4 Core	No.	1		
4,4,4		50 mm2 Cu x 4 Core	No.	1		
4,4,5		35 mm2 Cu x 4 Core	No.	1		
4,4,6		25 mm2 Cu x 4 Core	No.	1		
4,4,7		16 mm2 Cu x 4 Core	No.	1		
4,4,8		10 mm2 Cu x 4 Core	No.	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBELOCAL**

SECTION 4: ELECTRICAL INSTALLATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
4,4,9		6 mm2 Cu x 4 Core	No.	1		
4,4,10		4 mm2 Cu x 4 Core	No.	1		
4,4,11		2,5 mm2 Cu x 4 Core	No.	1		
4,4,12		1,5 mm2 Cu x 4 Core	No.	1		
<b>4,5</b>		<b>Terminate and connect screened, steel wire amoured, twisted pair type instrumentation cables at MCC panel/equipment/ remote E-stop stations/pratley or termination box using brass cable gland, brass locknut, neprene rubber shroud and crimp lugs:</b>				
4,5,1		1,5mm <sup>2</sup> X 1 pair	No.	1		
4,5,2		1,5mm <sup>2</sup> X 4 pair	No.	1		
4,5,3		1,5mm <sup>2</sup> X 8 pair	No.	1		
4,5,4		Terminate and connect instrumentation cables supplied with pressure/flow sensors, no flow/float switches etc at MCC panel/junction box using compression type glands and crimp lugs	Sum	1		
<b>4,6</b>		<b>HD bare copper earth wire laid in trench/sleeve/cable tray</b>				
4,6,1		50mm2	m	1		
4,6,2		35mm2	m	1		
4,6,3		25mm2	m	1		
4,6,4		16mm2	m	1		
4,6,5		6mm2	m	1		
4,6,6		4mm2	m	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

**SECTION 4: ELECTRICAL INSTALLATION**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
Brought Forward						
<b>4,7</b>		<b>HD drawn copper earth wire terminated at kiosk/MCC panel/pump motor/pratley or termination box</b>				
4,7,1		50mm2	m	1		
4,7,2		35mm2	m	1		
4,7,3		25mm2	m	1		
4,7,4		16mm2	m	1		
4,7,5		6mm2	m	1		
4,7,6		4mm2	m	1		
<b>4,8</b>		<b>Calvanised steel conduit saddled to pumpstation ceiling/wall/roof purlins etc. Item to include for all saddles,adpters etc required</b>				
4,8,1		40mm dia	m	1		
4,8,2		32mm dia	m	1		
4,8,3		25 mm dia	m	1		
4,8,4		20mm dia	m	1		
4,8,5		6mm2	m	1		
4,8,6		4mm2	m	1		
<b>4,9</b>		<b>PVC conduit saddled to pumpstation ceiling/wall/roof purlins tec. Item to include for all saddles,adapters etc required.</b>				
4,9,1		75mm dia	m	1		
4,9,2		50mm dia	m	1		
4,9,3		40mm dia	m	1		
4,9,3		32mm dia	m	1		
4,9,4		25mm dia	m	1		
4,9,5		20mm dia	m	1		
Total Carried Forward						

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 4: ELECTRICAL INSTALLATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
<b>4,10</b>		<b>Surface mounted conduit boxes complete with covers and including fixing screws, etc</b>				
4,10,1		100 X 50mm PVC boxes	No.	1		
4,10,2		65mm diameter PVC round box	No.	1		
4,10,3		100 X 50mm galvanised steel boxes	No.	1		
<b>4,11</b>		<b>Surface mounted, weather and vandal proof instrumentation junction boxes rated IP 65 minimum, complete with all terminals, connectors etc for all cable/conduit termination required for connection of typical pump ie flow swit, ultrasonic sensor, float switches etc</b>	No	1		
Total Carried Forward to Summary						

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 5: MISCELLANEOUS EQUIPMENT AND MATERIAL ITEMS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
<b>5</b>		<b>MISCELLANEOUS EQUIPMENT AND MATERIAL ITEMS</b>				
<b>5,1</b>		<b>LEVEL SENSORS</b>				
5,1,1		Supply, install and connect high/low level float switches inside pump chamber complete with 15 m of trailing cable	Sum	1		
5,1,2		Supply, install and connect submersible pressure transducer (0-200m) complete with 1500m of instrumentation cable inside borehole. Item to include approx 1500m of protective 50mm dia protective HDPE pipe including all mounting brackets etc required	Sum	1		
5,1,3		Supply, install and connect submersible pressure transducer (0-5m) complete with 10m of instrumentation cable inside sewage sump or water reservoir. Item to include 3 off stainless steel unistr type mounting bracket with K-type clamps and 50mm protective PVC pipe	Sum	1		
5,1,4		Supply, install and connect 0-20 bar, pressure transmitter complete with 20m of instrumentation cable including isolating ball valve etc on pipeline inside pumpstation	Sum	1		
5,1,5		0-5m, ultrasonic level/flow monitoring transducer complete with 10m of instrumentation cable, including stainless steel mounting brackets assemblies and sensor head inside sump or reservoir	Sum	1		
5,1,6		Supply and install level sensor control/monitor inside MCC panel	Sum	1		
<b>5,2</b>		<b>Flow meters</b> <b>Supply and Install new 24/220V AC,PN10 rated inline,double flanged electromagnetic type flowmeter and display complete including setting up, calibration etc for nominal internal dia sizes</b>				
5,2,1		DN80	Item	1		
5,2,2		DN100	Item	1		
5,2,3		DN150	Item	1		
5,2,4		DN200	Item	1		
5,2,5		DN250	Item	1		
5,2,6		DN300	Item	1		
Total Carried Forward to Summary						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
6		<b>WATER PUMPS</b>				
6,1		<b>CENTIFUGAL PUMPS</b> <b>Supply and install 4 pole centrifugal pump with approximate flow rate (m3/h) and head (m) as follows:</b>  <b>The pumps should be suitable for water, include the baseplate and coupling for both pump and motor</b>				
6,1,1		20-25m3/h @ 50-60m head	No.	1		
6,1,2		40-45m3/h @ 50-60m head	No.	1		
6,1,3		40-45m3/h @ 160-180m head	No.	1		
6,1,4		100-120m3/h @ 160-180m head	No.	1		
6,1,5		140-160m3/h @ 40-50m head	No.	1		
6,1,6		140-160 m3/h @ 80-100m head	No.	1		
6,2		<b>BOREHOLE PUMPS</b> <b>Supply and install 4 pole borehole pump with an approximate flow rate (m3/h) and head (m) as follows</b>  <b>Pumps to include mechanical seals, motor drop cables to be of suitable length to suit depth of borehole</b>				
6,2,1		7-9 m3/h @ 50-80m head	No.	1		
6,2,2		7-9 m3/h @ 100-120m head	No.	1		
6,2,3		18-22m3/h @ 50-80m head	No.	1		
6,2,4		40-45 m3/h @ 50-80m head	No.	1		
6,2,5		40-45 m3/h @ 80-100m head	Item	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
<b>6,3</b>		<b>SEWAGE PUMPS</b> <b>Supply and install self-priming pumps of approximate flow rate (m3/h) and head (m) as follows</b>  <b>Pumps must be suitable for raw unscreened sewage of minimum 76mm solids handling capacity, include baseplate and coupling or V-belt with pulleys for both motor and pump</b>				
6,3,1		20-25 m3/h @ 15-20m head	No.	1		
6,3,2		40-45 m3/h @ 15-20m head	No.	1		
6,3,3		20-25m3/h @ 30-40m head	No.	1		
6,3,4		40-45 m3/h @ 30-40m head	No.	1		
6,3,5		40-45 m3/h @ 50-60m head	No.	1		
6,3,6		100-125m3/h @ 15-20m head	No.	1		
6,3,7		100-125 m3/h @ 30-40m head	No.	1		
6,3,8		100-125 m3/h @ 50-60m head	No.	1		
<b>6,4</b>		<b>Supply and install submersible pump of approximate flow rate (m3/h) and head (m) as follows</b>  <b>Pumps must be suitable for raw unscreened sewage , include mechanical seals, 10m lenth of power and control cable</b>				
6,4,1		10-15 m3/h @ 15-20m head	No.	1		
6,4,2		20-25 m3/h @ 15-20m head	No.	1		
6,4,3		40-45 m3/h @ 15-20m head	No.	1		
6,4,4		20-25m3/h @ 30-40m head	No.	1		
6,4,5		40-45 m3/h @ 30-40m head	No.	1		
6,4,6		40-45 m3/h @ 50-60m head	No.	1		
6,4,7		100-125m3/h @ 15-20m head	No.	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
<b>6,4</b>		<b>ELECTRIC MOTORS</b> <b>Supply and install 2-pole electric pole motor with a standard kW rating as follows:</b>				
6,4,1		4 kW	No.	1		
6,4,2		5,5 kW	No.	1		
6,4,3		7,5 kW	No.	1		
6,4,4		11 kW	No.	1		
6,4,5		15 kW	No.	1		
6,4,6		18.5 kW	No.	1		
6,4,7		22 kW	No.	1		
6,4,8		30 kW	No.	1		
6,4,9		37 kW	No.	1		
6,4,10		45 kW	No.	1		
6,4,11		55 kW	No.	1		
6,4,12		75 kW	No.	1		
6,4,13		90 kW	No.	1		
<b>6,5</b>		<b>Supply and install 2-pole electric pole motor with a standard kW rating as follows:</b>				
6,5,1		4 kW	No.	1		
6,5,2		5,5 kW	No.	1		
6,5,3		7,5 kW	No.	1		
6,5,4		11 kW	No.	1		
6,5,5		15 kW	No.	1		
6,5,6		18.5 kW	No.	1		
6,5,7		22 kW	No.	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBELOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
6,5,8		30 kW	No.	1		
6,5,9		37 kW	No.	1		
6,5,10		45 kW	No.	1		
6,5,11		55 kW	No.	1		
6,5,12		75 kW	No.	1		
6,5,13		90 kW	No.	1		
<b>6,6</b>		<b>CABLING</b> <b>Supply and fit 400-415 V rated submersible type trailing cables to submersible pumps</b>				
6,6,1		90mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,2		70mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,3		50mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,4		25 mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,5		16 mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,6		10 mm <sup>2</sup> Cu X 4 core	No.	1		
6,6,7		6 mm <sup>2</sup> Cu X 4 core	No.	1		
<b>6,6</b>		<b>VALVES</b> <b>Supply and install flange-mounted, PN 16 rated two pack epoxy powder coated cast iron gate valve designed for sewage application, complete with stainless steel non-rising spindle and handwheel and EPDM coated gate</b>				
6,6,1		80mm	No.	1		
6,6,2		100mm	No.	1		
6,6,3		150mm	No.	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
6,7		<b>VALVES</b> Supply and install flange-mounted, PN 16 rated two pack epoxy powder coated ductile iron gate valve designed for water application, complete with carbob steel non-rising spindle and handwheel				
6,7,1		80mm	No.	1		
6,7,2		100mm	No.	1		
6,7,3		150mm	No.	1		
6,7,4		200mm	No.	1		
6,7,5		250mm	No.	1		
6,8		<b>Supply and install flange-mounted, PN 16 rated two pack epoxy powder coated cast iron non-return flap/ check valve designed for sewage applications:</b>				
6,8,1		80mm	No.	1		
6,8,2		100mm	No.	1		
6,8,3		150mm	No.	1		
6,9		<b>Supply and install flange-mounted, PN 16 rated two pack epoxy powder coated cast iron non-return flap/ check valve designed for water applications:</b>				
6,9,1		80mm	No.	1		
6,9,2		100mm	No.	1		
6,9,3		150mm	No.	1		
6,9,4		250mm	No.	1		
6,9		<b>Supply and install wafer type, PN 16 rated two pack epoxy powder coated cast iron non-return flap/ check valve designed for water applications:</b>				
6,9,1		80mm	No.	1		
6,9,2		100mm	No.	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 6: PUMPS, MOTORS AND ACCESSORIES

ITEM NO	PAYMEN T	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
6,10		<b>GEARBOXES</b> Supply and install 22kW motor gearbox and coupling unit horizontally mounted to drive a surface aerator on an aerator bridge	No.	1		
Total Carried Forward to Summary						

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 7: SERVICE OF PLANT AND EQUIPMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
7		<b>SERVICE OF PLANT AND EQUIPMENT</b>				
7,1		<b>GENERATOR</b>				
7,1,1		Provide all labour,tools, materials and consumables to carry out minor service on a standby diesel generator to include inspection, replace engine oil, replace oil filter, test battery condition and charge rate, run generator for 15 mins, verify stable voltage and frequency, verify auto start and stop and provide full service report	Sum	1		
7,1,2		Provide all labour,tools, materials and consumables to carry out major service on a standby diesel generator to include all minor service items plus replace air filter, replace diesel filter, replace fan belts, replace battery if faulty or older than recommended life,perform system checks with the generator running on full load for an hour and provide a detailed service report	Sum	1		
7,2		<b>Electric Motor</b>				
7,2,1		Provide all labour, tools, materials and consumables for minor service of electric motor consisting of disconnect, reconnect,strip,clean,check and test	Sum	1		
6,1,2		Provide all labour,tools, materials and consumables to carry out major service on electric motor consisting of removal,transport to workshop,inspect stator core for hot spots, loose windings,contamination and insulation damage,clean stator and rotor, oven dry windings, to remove moisture,sandblast exterior and repaint with epoxy paint, replace bearings, perform full workshop electrical testing, transport back to pumpstation and reinstall	Sum	1		
7,2		<b>Submersible Pump</b>				
7,2,1		Provide all labour, tools, materials and consumables for minor service of submersible pump consisting of inspection, cleaning,testing and restoring to proper operating condition without full dismantling	Sum	1		
7,2,2		Provide all labour,tools, materials and consumables to carry out major service on submersible pump consisting of removal from pump station using lifting gear, transportation to workshop, inspection of stator core for hotspots.loose or displaced windings,moisture ingress and insulation deterioration,clean exterior housing, oven dry windings to remove all moisture, replace O-rings and sealing gaskets, replace bearings and perform full workshop testing, transport back to site and reinstall	Sum	1		
Total Carried Forward						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

SECTION 7: SERVICE OF PLANT AND EQUIPMENT

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						-
<b>7,2</b>		<b>Centrifugal Pumps</b>				
7,2,1		Provide all labour, tools, materials and consumables for minor service of centrifugal pumps to include inspection of pump assembly, check bearing end play and radial play, check mechanical seal, top-up bearing housing oil, lubricate with correct grade of grease, clean pump exterior, check for abnormal leaks and noises, check for alignment, provide service report	Sum	1		
7,2,2		Provide all labour, tools, materials and consumables to carry out major service on centrifugal pump consisting of removal and transport to workshop, dismantle, degrease and clean all parts, sandblast casing and internal components, repaint exterior with epoxy paint, replace bearings, replace mechanical seal set, replace shaft sleeves, replace wear rings, replace gaskets, O rings and seals, coupling element, replace corroded fasteners, repair pump shaft, balance impellers, recondition or replace casing inserts, reassembly, perform full workshop testing, transport back and reinstall	Sum	1		
Total Carried Forward to Summary						-

**APPOINTMENT OF CONTRACTORS FOR OPERATION AND MAINTENANCE OF WATER AND SEWER PUMP STATIONS,  
AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN NDLAMBE LOCAL**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
1	SECTION 1: PRELIMINARY & GENERAL	-
2	SECTION 2: CALLOUTS, LABOUR & DIAGNOSTICS	-
3	SECTION 3: CONTROL PANEL EQUIPMENT	-
4	SECTION 4: ELECTRICAL INSTALLATION	-
5	SECTION 5: MISCELLANEOUS EQUIPMENT AND MATERIAL ITEMS	-
6	SECTION 6: PUMPS, MOTORS AND ACCESSORIES	-
7	SECTION 7: SERVICE OF PLANT AND EQUIPMENT	-
8	SUBTOTAL	-
9	ADD 15% VAT	-
10	GROSS TENDER AMOUNT	-

**PLEASE NOTE: ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY**

**PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION**

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

**CONSUMER PRICE INDEX IS APPLICABLE:**

- **BID PRICE(S) MUST BE FIXED FOR THE 12 MONTHS**

\_\_\_\_\_  
**Signature of person authorised to sign bid documents**

\_\_\_\_\_  
**Name in block letters**

\_\_\_\_\_  
**Designation**

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

**NDLAMBE LOCAL MUNICIPALITY**

**CONTRACT NO: T7/2526**

**FOR: APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD FOR A MAXIMUM PERIOD OF 36 MONTHS.**

**C3 SCOPE OF WORKS**

**C3 SCOPE OF WORKS**

	<b>SECTION HEADING</b>	<b>COLOUR</b>
<b>C3</b>	Scope of Work	BLUE
<b>C3.1</b>	Description of work	
<b>C3.2</b>	Engineering	
<b>C3.3</b>	Construction	
<b>C3.4</b>	Management of the Works	
<b>C3.5</b>	Health and Safety	
<b>C3.6</b>	Environmental Management during Construction	
<b>C3.7</b>	Technical Specifications	

## DETAILED CONTENTS (VOLUME 3) PART C3 SCOPE OF WORKS

### **C3.1 Description of works**

- C3.1.1 Employer's objectives
- C3.1.2 Background
- C3.1.3 Extent of Works – Mechanical
- C3.1.4 Extent of Works – Electrical
- C3.1.5 Extent of Works – Instrumentation
- C3.1.6 Extent of Works – Civil
- C3.1.7 Location of the Works

### **C3.2 Engineering**

- C3.2.1 Contractor's Design
- C3.2.2 Drawings
- C3.2.3 Electrical Design Criteria

### **C3.3 Construction**

- C3.3.1 Standards
- C3.3.2 Site establishment
- C3.3.3 Site Usage

### **C3.4 Management of the works**

- C3.4.1 Planning and Programming
- C3.4.2 Quality Management

### **C3.5 Health and Safety**

### **C3.6 Environmental Management during Construction**

### **C3.7 Technical Specifications**

- C3.7.1 Standard Specifications
- C3.7.2 Particular Specifications

## SCOPE OF WORK

### Background:

NDLAMBE LOCAL MUNICIPALITY requires the services of an external professional provider to render services for Maintenance of water and sewer pump stations as well as associated mechanical and electrical components within Ndlambe Local Municipality.

The municipality shall appoint the three (3) highest scoring service providers for a period of 12 months, subject to renewal of two further periods of twelve (12) months each at the discretion of the Accounting Officer.

#### **3.2.1 General**

The Standard Technical Specifications covers the general technical requirements with respect to materials, and guarantee of **APPOINTMENT OF CONTRACTORS FOR MAINTENANCE OF WATER AND SEWER PUMP STATIONS, AS WELL AS ALL ASSOCIATED MECHANICAL & ELECTRICAL COMPONENTS WITHIN THE NDLAMBE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FROM DATE OF AWARD FOR A PERIOD OF 12 MONTHS WITH AN OPTION TO RENEW AT THE SOLE DISCRETION OF THE ACCOUNTING OFFICER UNTIL 30<sup>TH</sup> OF JUNE 2028**. This specification shall be read in conjunction with the rest of this contract in its entirety. If the conditions and/or specifications contained herein are at variance with anything contained in the detail specification, the latter shall take preference; otherwise the Standard Technical Specifications shall apply as if duly included.

#### **3.2.2 General Scope of work**

**Maintenance** of, all types, sizes and models of all electrical, instrumentation and mechanical equipment at sewer and water pump stations in Ndlambe Local Municipality.

**MINIMUM REQUIREMENTS**

EVALUATION CRITERIA	MINIMUM REQUIREMENTS
CIDB Grading	3ME OR HIGHER
Infrastructure and resources available – Plant and Equipment (owned or leased)	<p><b>One of each of the following:</b></p> <ul style="list-style-type: none"> <li>a) Crane Truck</li> <li>b) 6-inch Diesel operated overhead pump</li> <li>c) Jet Truck</li> <li>d) Combination truck</li> <li>e) LDV</li> </ul>

Bidders that do not meet the minimum requirements will be rejected and not evaluated further

**REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Plant and equipment:**

**Proof of ownership or lease agreement or letter of intent to lease for each of the following:**

- a) Crane Truck
- b) 6-inch Diesel operated overhead Pump
- c) Jet Truck
- d) Combination truck
- e) LDV

**SPECIFIC GOAL REQUIREMENT**

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME and/ or QSE	Original sworn affidavit/certified copy of the sworn affidavit or BBBEE certificate	10
Enterprise situated within the Ndlambe Local Municipality demarcation.	<p>Municipal account/ Lease agreement – <b>must be in the name of the Enterprise or company director.</b></p> <p><b>NB: The bidder must submit a municipal account not older than three (3) months. In the case of a leased property, the bidder must provide the municipal account of the lessor.</b></p>	10
<b>TOTAL</b>		<b>20</b>

**NB: if bidders do not complete information or submit evidence required for the above table they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point’s allocation purposes.**

**ADDITIONAL STAFF COMPLEMENT:**

Bidding companies are required to have the following staff complement available for the duration of this contract with a minimum number years' experience per staff member as per the below table.

<b>NO</b>	<b>STAFF MEMBER</b>	<b>Minimum Years' experience</b>
1	Operator	5
1	OHS officer	2

### 3.2.3 General requirements

a) The following progress reports must be submitted in line with Key-Performance Indicators:

KPI No.	Key Performance Indicator	Description	Method of Measure	Frequency of Measurement	Target
1	Yearly Contract Review Meeting	NLM and successful bidder(s) shall meet ONCE a Year to review the Contract	Number of Minutes	Annually	3
3	Monthly Management Meetings	NLM and successful bidder(s) Project Teams shall meet every month where the successful bidder(s) will present Monthly Progress Reports. Minutes of the meeting shall be circulated by successful bidder(s) all NLM to all project Stakeholders within 5 Business Days after the meeting	Number of Minutes	Monthly	36
4	Planned Maintenance	The successful bidder(s) shall maintain and repair each Managed Asset to ensure a minimum of 95% equipment availability for each individual System, e.g. Pumping System; Grit Removal, etc.	$\text{PM Completed (\%)} = \left( \frac{\text{No. of PM Work Orders Completed}}{\text{No of PM Work Orders Loaded}} \right) \times 100\%$	Monthly	100%
5	Ad Hoc Repairs		$\text{Availability (\%)} = \left( 1 - \frac{\text{No of Assets in Pump Stations}}{\text{No. of Ad Hoc Work Orders}} \right) \times 100\%$	Monthly	95%



KPI No.	Key Performance Indicator	Description	Method of Measure	Frequency of Measurement	Target
6	Turn Around Times	All equipment must be repaired/ replaced and placed back in service within 15 days. Failure to meet the requirements for two consecutive months, three times in any twelve month period shall constitute non-compliance of the Performance Requirements.	$\text{Average Work Order Age (Days)} = \frac{\text{Sum of Total No. of Days per Work Order Open}}{\text{(Total No. of Work Orders)}}$	Monthly	15 Days
9	Health and Safety	The successful bidder(s) shall be required to conduct Safety and Security Audits on the Pump Stations annually: And subsequently submit the Report complete with Recommendations and Action Plan to NLM for approval.	Number of Reports	Annually	1
10	Response Time(s)	The successful bidder(s) has to respond within 2 (Two) hours on an emergency. The time starts from notification by NLM representative, verbally or written. The response shall mean a presence on site to evaluate the situation and recommend repair(s) and/or remedial action(s).	$\text{Response Time (Hours)} = \frac{\text{Sum of Total Response Times per Incident (Call Out)}}{\text{Total No. of Incidents (Call Outs)}}$	Monthly	2 Hours

b) Other requirements

c) Other requirements

1. The Contractor shall be responsible for the installation and commissioning of the equipment: This shall include putting it into operation, testing, special testing (if required) and adjustments on the equipment.
  2. The repairs shall carry A MINIMUM six (6) calendar months WARRANTY from date of acceptance by the Employer or his appointed representative.
  3. The installation and commissioning shall be witnessed by the Employer or his appointed representative.
  4. ALL new work and newly supplied parts shall carry A MINIMUM of twelve (12) calendar months WARRANTY from date of acceptance by NLM.
  5. In cases, whereby the services of Subcontractors have been utilized, the Contractor shall ensure that the repairs and or installation has been performed as per the OEM's recommendation. And the Contractor shall remain accountable for the repairs and or installation of the equipment for the duration of the WARRANTY.
  6. The Contractor shall at all times comply with NLM's Safety Procedures and Requirements before any work commences.
  7. All tools, consumables, testing facilities, etc. required to perform the work as per the Contract shall be provided by the Contractor.
  8. NLM reserves the right to hold Contractor responsible for any equipment that is damaged due to Contractor's negligence or poor workmanship.
  9. NLM retains the option to use any other Service Provider to execute any work included or excluded in this Contract.
  10. All repair work shall only be performed upon receipt of an Official Order Number or written instruction from the NLM representative or his appointed representative.
  11. Preferred Service Providers Annual Financial Statements will be audited prior to the confirmation of the award of this Contract during the Bid Evaluation phase.
  12. Contractors are to note that NLM reserves the right to award this Contract to more than one Service Provider, to award it in part, in whole or to not award the contract at all.
  13. Maintenance schedules will be provided by NLM's Specialised Services department.
  14. The Contract is for a duration of *TWELVE (12) Calendar Months*.
  15. Invoices on repairs shall be authorized for payment only when accompanied by the following documents:
    - a) Cause of Failure Report
    - b) Warranty Certificate
    - c) Test Certificate
    - d) Material Composition certificate
    - e) Certificate of Origin
    - f) Statements for reconciliation purposes
  16. The Response Times shall be as follows:
    - a) Emergencies: 1 to 2 Hours after the call has been made.
    - b) Ad Hoc: 2 to 4 Hours after the call has been made.
- The Contractor is expected to avail him/herself 24 Hours a day, including Public Holidays and Weekends.
  - Quoted prices shall be FIXED and FIRM for the first twelve months of the Contract and thereafter subject to average CPI as issued by the reserve bank of South Africa on the anniversary of the bid.
  - Execution or oversight of routine preventive maintenance ("PM") activities in accordance with Prudent Utility Practice, including, without limitation:
    1. Lubrication Checks
    2. Cleaning / Flushing
    3. Preservation
    4. Fluid Changes and Replacement
    5. Visual Inspections
    6. Operational Monitoring
    7. Condition monitoring (i.e. Infra-red scanning)

8. Vibration Analysis
9. Trend Analysis
10. Calibration
11. Measurements
12. Adjustments
13. Lube Oil Sampling and Analysis
14. Replacement of Wear / Sacrificial Parts
15. Lifting Equipment testing and certification
16. Commissioning
17. All claims for work done must be accompanied by an instruction from NLM Official.

- The Service Provider shall CERTIFY the Installation/System SAFE after the Repairs in accordance with Occupational Health and Safety Act and the relevant ISO/SANS/SABS standards.

**d) WORKING HOURS**

Bidders will be required to be on standby during all hours and defined as follows:

- Office hours: Monday to Friday: 07:00 am to 16:00 pm
- After hours: Weekdays between 16:00 pm to 07:00 am
- Weekends: Friday: 16:00 pm to Monday: 07:00 am
- Public Holidays: as promulgated in terms of the Public Holidays Act, 36 of 1994 annually.

### **3.2.4 Description of the works (Scope of work)**

The service provider is required to execute maintenance on all NLM's sewer and water pump stations, reservoirs and towers as well as its associated components, which includes routine preventative, condition monitoring, corrective maintenance as well as refurbishment and overhauls on an as and when required basis.

#### **3.2.4.1 Summary of the works**

The service provider is responsible for all the electrical, mechanical, control & instrumentation and building maintenance as well as refurbishment and overhauls on an as and when required basis.

This includes but is not limited to the following:

- Staffing and management
- Work Order planning and co-ordination
- Completing Work Orders
- Recommendations regarding spares and stock holding
- Attending daily / weekly meetings
- Ensure compliance with OHS Act, ISO and national standards
- Ensure compliance with NLM policies and procedures
- Ensure compliance with NLM by-laws
- Reporting on a regular basis as stipulated by NLM on work progress and defects detected.

The service provider maintains an all year round a maintenance base crew, with basic hand tools required for the works at NLM's Sewer and water pump stations, reservoirs and towers as well as its associated components. The maintenance base crew personnel are to be qualified as per requirements of their work. The service provider must provide an all-inclusive monthly fee for the above. The service provider must provide details of the personnel that will be used, along with qualification and training records. All work that requires plant changes must be communicated and approved by NLM prior to commencement of the activity.

The service provider must provide detailed rates for personnel and tools, as may be required when the work load increases above the capabilities of the maintenance base crew.

#### **3.2.4.2 Detail Scope of work**

The scope of work is related to the pump stations and reservoirs and its associated components and the primary objective of this agreement is to ensure the integrity of NLM's pump stations, reservoirs and towers by achieving excellent availability and reliability with continuous productivity improvements.

**Note:** The services required includes the provision of a 24-hour maintenance service and standby for

commissioning requirements.

The pump station and reservoir maintenance program of the service provider shall contain the following, as a minimum:

**3.2.4.2.1 Electrical maintenance**

An electrical maintenance services to ensure that the relevant required maintenance program is performed on a routine basis. The provision of electrical commissioning and maintenance service on all electrical systems and equipment.

**3.2.4.2.2 Mechanical maintenance**

A mechanical maintenance services to ensure that the relevant required maintenance program is performed on a routine basis. The provision of mechanical commissioning and maintenance service on all mechanical systems and equipment.

**3.2.4.2.3 Control & Instrumentation maintenance**

A control & instrumentation maintenance services to ensure that the relevant required maintenance program is performed on a routine basis. The provision of control & instrumentation commissioning and maintenance service on all control & instrumentation systems and equipment.

**3.2.4.2.4 Condition Based maintenance**

A predictive maintenance services through the execution of vibration monitoring and analysis to ensure that the relevant required maintenance program is performed on a routine basis.

**3.2.4.2.5 Corrective maintenance**

A corrective maintenance services to ensure that the relevant required maintenance repairs is performed on an ad-hoc breakdown and routine basis. The provision of corrective commissioning and maintenance service on all pump station and reservoirs systems and its associated components.

**3.2.4.2.6 Refurbishment and overhauls**

Ad-hoc refurbishment and overhauls may need to be provided in order to repair the pump stations and reservoirs and its associated components that are currently in a state of disrepair but still cost effective to service. Such refurbishment and overhauls shall provide for the identification, prioritization, scheduling, and repair of pump stations and reservoirs and its associated components on a timely basis once such plant, machinery and equipment has deteriorated beyond the scope of the preventive maintenance programs.

The service provider should take note of all refurbished and or new equipment or new structure, which is subject to a defects liability period from the Original Equipment Manufacturer (OEM). It is the service provider's responsibility to ensure validity of the defects liability where applicable. The service provider is to prove compliance by keeping records of maintenance tasks executed by the its personnel, as specified by the OEM.

Note – separate purchase orders will be provided for all ad-hoc refurbishment and overhauls based on the normal procurement practices of NLM should the need arise.

**3.2.4.2.7 Stock**

The service provider liaises with the NLM's Representative to ensure than an adequate stock level and description of spare parts is maintained in NLM stores. The service provider must inform NLM Representative in writing should any changes to stock holding be necessary. The procurement of spare parts for stock is done byNLM.

Spares held in stock, which are required for a maintenance activity, will be free issued by the NLM. The service provider will be responsible for the safe-guarding for all free issued spares from damage or loss due to weather,

fire, theft or negligence.

#### **3.2.4.2.8 Cleaning of Work Area**

The service provider will be responsible for the cleaning of the surfaces and surrounding areas on each of the areas where work should be performed and or was done. On completion, all oil and grease spillages will be properly cleaned and other materials will be removed and disposed of by the service provider in accordance with the NLM's policies and procedures.

#### **3.2.4.2.9 Workshop Management**

The service provider will be provided with the workshop and will use these facilities during the execution of the maintenance works. The workshop has the office space and a kitchen. All office and kitchen equipment will be provided by the service provider, if required. The service provider will maintain all the equipment contained in the workshops and ensure that they are in proper working order. The service provider will adhere to preventative maintenance programme for the equipment, in line with NLM's requirements and Original Equipment Manufacturer (OEM) specifications.

#### **3.2.4.2.10 General requirements**

The service provider may schedule any external request to optimise the work flow of the tasks in this contract, but will give priority to breakdown work causing (or which may cause) health risk or environmental risk.

### **3.2.5 Inspections**

The service provider will be responsible for inspecting and identifying pumpstation defects that occurs. In addition to the repair of the breakdown, the service provider will also conduct a thorough inspection in order to determine the cause of the failure. Where necessary, the service provider will recommend corrective actions to NLM's Representative.

### **3.2.6 Planning and Scheduling**

The planning, scheduling and recording of all defects history shall be submitted to NLM

### **3.2.7 Emergency Maintenance, overtime, standby and call outs.**

The service provider will be responsible for all unforeseen emergency failures that occur. The service provider will provide a 24-hour stand-by service for emergencies. The service provider's personnel will be on site within 2 hours on an after-hours call out.

In addition to the repair of the breakdown, the service provider will also conduct a thorough inspection in order to determine the cause of the failure. Where necessary, the service provider will recommend corrective actions to NLM's Representative.

Note - The service provider should cater for standby, call-outs and overtime cost in the rates as part of overheads since there will be no additional claim to NLM for the above.

### **3.2.8 Quality Requirements**

The service provider work should be done towards complying with the quality system and maintains the quality system until the completion of the whole of the *works*. The service provider will as a minimum work towards compliance with the provisions of the ISO9000:2000 series.

The service provider will work according to the NLM's standards, specifications, guidelines and procedures. A NLM representative will from time to time conduct quality checks on work done as and when determined by NLM

## **C3.1 ENGINEERING**

### **C3.1.1 CONTRACT PERIOD**

The time for completion of this contract, from date of signing SLAs up to and inclusive of commissioning and "first delivery" shall be **FROM DATE OF AWARD UNTIL THE END OF 12 MONTHS WITH AN OPTION TO RENEW AT THE SOLE DISCRETION OF THE ACCOUNTING OFFICER UNTIL 30<sup>TH</sup> OF JUNE 2028**. Note that the defects liability period of 6 months commences at first delivery. Final delivery shall take place at the expiry of the defects liability period.

### **C3.1.2 SECURITY OF MATERIALS AND EQUIPMENT**

It is the responsibility of the contractor as no uninstalled equipment shall be left on site. The Contractor shall replace any materials damaged or stolen from site prior to first handover with no cost to NLM. Therefore, bidders are responsible for insurance on all items until official handover to NLM.

### **C3.1.3 QUALITY OF MATERIALS**

All materials shall be unconditionally guaranteed for a minimum period of **06 months** from the date of practical completion, which is first hand over

### **C3.1.4 FINISHING AND TIDYING**

In view of the concentration of construction and other activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account will soil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others. In the event of this occurring the NLM will have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying shall therefore not be left to the end of the Contract, but shall be a continuous operation.

### **C3.1.5 COMPLIANCE AND SAMPLES**

The tenderer shall indicate, section-by-section, whether or not his tender complies in every respect with this specification.

If alternative quotations are submitted, all divergences from this specification shall be clearly stated and included in the supporting document file.

Technical literature consisting of brochures, technical description and configurations shall be submitted for comparative evaluation with the tender.

Samples of the various equipment shall be forwarded on request from the Employer.

### **C3.1.6 TRAINING OF OPERATING AND MAINTENANCE STAFF**

- (a) The Contractor shall undertake to train the Employer's operating and maintenance staff to be fully competent in the operation, maintenance, fault finding, replacement and repair of the equipment.

- (b) Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.
- (c) The Contractor shall take full responsibility for the safety of personnel during training and for the quality of work produced by such personnel under his supervision.
- (d) Tenderers have to include in the tender price for a training course for at least two persons of both the operation and maintenance staff over periods of at least 4 hours each. The training has to be in relation to the operating and maintenance of the system that is supplied under this contract.
- (e) The operations training course have to contain at least the functions, facilities and operation of the system on the different levels and shall include:
  - (1) Description of the system.
  - (2) Operating instructions and procedures for all levels of control personnel.
- (f) The maintenance-training course has to contain all normal maintenance procedures and repairs to be done for everyday problems with the system.
- (g) All material included in the courses, shall be included in the operating and maintenance manuals.
- (h) The contractor shall supply the Employer with a proposed training course, one month prior to the commissioning of the system.

### **C3.1.7 TESTS AND COMMISSIONING**

#### **General**

- (a) The Contractor shall draw up procedures for and execute the following tests and inspections:
  - Factory tests
  - Site inspections
  - Site tests
  - Acceptance tests
- (b) The Employer will have the right to attend any or all tests and inspections.
- (c) The Contractor must supply all the necessary test equipment to execute the tests.
- (d) All completed test and inspection reports must be submitted to the Employer before acceptance of the system.
- (e) The Contractor must execute all tests and submit completed test reports to the Employer. The Employer shall have the right to request the Contractor to perform all or some tests in the presence of the Employers representative.
- (f) In the event of failure of the system to pass any of the tests, a re-test will be required within 14 days of the original test. The cost associated with all re-tests will be for the account of the Contractor.

### **C3.1.8 Factory tests**

- (a) All equipment must undergo factory testing before being delivered to site.
- (b) The factory tests must ensure that only specified equipment is supplied.
- (c) The factory test procedures must include at least the following:
  - (i) Item/equipment description and serial number.
  - (ii) Test equipment description and serial number.
  - (iii) Logical explanation of actions and/or measurements to be taken in order to determine the compliance with the specifications.
- (i) Test reports containing the following:
  - Specified values/requirements.
  - Measures/observed values/requirements.
  - Remarks.
  - Name and capacity of person that performed the test.
  - Date of tests.
  - Space for acceptance of test report by Employer.
- (c) The test procedures must be submitted to the Employer for approval at least two weeks before the scheduled test date.

### **C3.1.9 Site inspections and Certificate of Compliance**

- a) Inspections must be done on all equipment and material delivered to site.
- b) The site inspections must ensure that all equipment and material being delivered Complies with the requirements with regard to size, colour, finish, model, etc.
- c) The site inspection procedures must include at least the following:
  - i. Item/material/equipment description and lot/serial number.
  - ii. Logical explanation of characteristics to be checked.
  - iii. Inspection reports containing the following
  - iv. Characteristics required.
  - v. Characteristics observed.
  - vi. Remarks.
  - vii. Name and capacity of person that performed the inspection.
  - viii. Date of inspection.
  - ix. Space for acceptance of inspection report by the Employer.
- d) COC to be issued at time of hand over.

### **C3.1.10 Site establishment**

Services and Facilities provided by the Employer.

#### **(a) Electricity Supply**

The Site is provided with ESKOM/Municipality power. One or more 400 V 50 Hz power supply points can be made available to the Contractor. The contractor shall be responsible for providing an installation which complies in all respects with the standing regulations of the supply authority. Failure on the part of the Contractor to observe these requirements or maintain his installations in terms therefore will result in the termination of electrical power supplies until such time as any shortcomings in this regard are rectified.

No warranty is offered or given by the Employer that the existing available electricity supply will be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

#### **(b) Telephone Services**

To be provided by Contractor

#### **(c) Area for Contractor's Site Establishment**

The proposed site of the Contractor's offices, workshops, stores and plant yard will be indicated on site, if requested.

#### **C3.1.10.1 Facilities provided by the Contractor where applicable**

The Contractor is required to provide a construction camp including offices, workshop, materials, store, sanitary facilities, offices and equipment for his own use as required. Bidder are required to ensure own safety of such facilities and equipment.

### **C3.1.11 Site Usage**

The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Employer and be subject to the applicable Standardized Specifications. Contractor's staff and sub- contractors must be issued with a valid security pass upon induction on site at time of site establishment available from the Surety and Loss control office/section. All contractors are required to abide by all NLM health and safety requirements.

## **C3.2 MANAGEMENT OF THE WORKS**

### **C3.2.1 Planning and Programming**

The programme referred to in the General Conditions of Contract 3rd Edition (2015) shall be a network-based programme in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the programme of work shall be clearly indicated and the programme monitored continually and updated monthly by the Contractor in accordance with his progress.

- (1) In compiling the programme of work, the Contractor shall incorporate the following important specific requirements and constraints:
  - (a) The identification and marking of affected services prior to commencing construction works.
  - (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
  - (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
  - (d) The relocation of services.
  - (e) An allowance to accommodate "normal" rain days.
- (2) The programme submitted shall include at least the following details:
  - (a) A work breakdown structure identifying the major activity groups.
  - (b) The critical path shall be indicated and floats on non-critical activities shall be shown.
  - (c) The working hours per day, week and month allowed for in the programme with details of resource allocations per activity.
  - (d) Production rates for key activities, e.g. engineering, fabrication, delivery, installation, commissioning, etc.
- (3) In addition, the Contractor shall submit to the Employer at weekly intervals a progress report indicating the following details:
  - (a) Work completed in the week and total progress to date, per activity.
  - (b) Activities behind programme, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
  - (c) A GANTT chart showing the original programme, the latest approved version of the programme, actual progress achieved and revised completion dates, if and when applicable.

Failure to comply with all of the foregoing requirements shall entitle the Employer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

### 3.5 HEALTH AND SAFETY SPECIFICATIONS CONTENTS

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### **C3.5.1 INTRODUCTION AND BACKGROUND**

#### **C3.6.1.1 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION**

The Construction Regulations (July 2003) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase.

#### **C3.5.1.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. These specifications shall act as the basis for the drafting of the construction phase Health and Safety plan by the Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their Contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. Cost, programmed, environment, quality etc.

#### **C3.5.2 HEALTH AND SAFETY SPECIFICATION C3.5.2.1 SCOPE**

This specification covers the requirements for eliminating and mitigating incidents and injuries.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

##### **C3.5.2.1.2 Provision for Health & Safety Cost**

The Principal Contractor must make provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 4(h).

#### **C3.5.2.2 INTERPRETATIONS C3.5.2.2.1 APPLICATION**

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### **C3.5.2.2.2 DEFINITIONS**

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

### **C3.5.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS**

#### **C3.5.2.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK**

The Principal Contractor shall notify the provincial Director of the Department of Labour in writing that construction work commences.

#### **C3.5.2.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE**

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.

#### **C3.5.2.3.3 COMPETENCY FOR CONTRACTOR'S APPOINTED COMPETENT PERSON**

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

#### **C3.5.2.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer- FEM or Compensation Commissioner to the Client's Representative as proof of registration. Contractors shall submit proof of registration to their Contractor before they commence work on site.

#### **C3.5.2.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY**

The Contractor and their Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

#### **C3.5.2.3.6 HEALTH AND SAFETY ORGANOGRAM**

The Principal Contractor and their Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

#### **C3.5.2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT**

- Roof Work
- Mobile Cranes Management System
- Mechanical
- Working at heights, as per CR8 – Fall Protection Plan, Scaffolding Management
  - Person falling
  - Material falling
  - Protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, any other openings and areas from where persons may fall.
- Excavations
  - Collapse of Walls
  - People/Equipment falling in Excavations
  - Shoring
  - Underground services
  - Drainage
  - Pipe-Jacking operations
- Confined Space entry
- Formwork and Support Work

- Casting of Concrete
- Manual and Mechanical Handling Lifting and placement of pipes o Overhead works
- Noise Control
- Dust Control

Principal Contractor to ensure that these risk assessments as well as other risks identified by them are updated monthly or as the risk change and communicated to all relevant parties. CR 7(4)

#### **C3.5.2.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)**

The Principal Contractor and their Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing.

The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

#### **C3.5.2.3.9 HEALTH AND SAFETY COMMITTEES**

Principal Contractor shall organize monthly Health & Safety meetings. Minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting.

#### **C3.5.2.3.10 HEALTH AND SAFETY TRAINING**

##### **C3.5.2.3.10.1 Induction**

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it too.

##### **C3.5.2.3.10.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at **least once per week**. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractor have to comply with this minimum requirement.

##### **C3.5.2.3.10.3 Competency**

All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on a regular basis e.g.

Periodic audits by the Client's Health & Safety Agent, progress meetings, etc. The Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

#### **C3.5.2.3.11 GENERAL RECORD KEEPING**

The Principal Contractor and their Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office. The Principal Contractor must ensure that every sub- Contractor keeps its own Health and Safety file, maintains the file and make it available on request (The file must include the Sub-Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Client on completion of construction work.

#### **C3.5.2.3.12 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING**

***The Client's Health & Safety Agent shall conduct monthly Health and Safety audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Principal Contractor is obligated to conduct similar audits on***

*their Contractors.*

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety file while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractor has to audit their Contractors and keep records of these audits in their Health and Safety files, available on request.

#### **C3.5.2.3.13 EMERGENCY PROCEDURES**

The Principal Contractor shall compile a comprehensive Evacuation Plan with assemble point and contact details in the case of any emergency supplied by the Client's Health & Safety Agent.

#### **C3.5.2.3.14 FIRST AID BOXES AND FIRST AID EQUIPMENT**

The Principal Contractor and their Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractor with more than 5 employees shall supply their own first aid box. Principal Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked at all times.

#### **C3.5.2.3.15 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION**

Injuries are to be categorized into first aid, medical, disabling and fatal. The Principal Contractor must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly. Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure1 (General Administrative Regulations) and forward a copy on the investigation report to the principal contractor forthwith. **All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labour in the prescribed manner.**

The Principal Contractor must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

#### **C3.5.2.3.16 HAZARDS AND POTENTIAL SITUATIONS**

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

#### **C3.5.2.3.17 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, protective footwear and overalls. The Principal Contractor and their Contractors shall make provision and keep adequate quantities of SABS or SANS approved PPE on site at all times.

#### **C3.5.2.3.18 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE**

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hardhat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere to it.

### **C3.5.2.3.19 CONTRACTORS**

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (July 2003).

The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation;

### **C3.5.2.3.20 PENALTIES**

Penalties may be imposed for ongoing non-compliance to the provisions of the Client's Health and Safety specification and Principal Contractors' health & safety plans. The penalty procedure shall consist of a written warning with a compliance time frame. **Failure to comply within the time frame stipulated would result in a R1000 penalty per non-compliance item per day that the non-compliance persists.**

#### **C3.5.2.3.21 A HEALTH AND SAFETY OFFICER CR 6.6**

**The Principal Contractor shall provide a full-time safety officer on site and proof of their competency to be attached to their appointment.**

### **C3.5.2.4 PHYSICAL REQUIREMENTS C3.5.2.4.1 CIVIL WORK**

Principal Contractor to ensure that the Contractor complies with Construction regulation 21 and that the following is undertaken during civil work:

- A competent site supervisor to be on site at all times.
- Plant and equipment inspected daily and registers kept.
- All operators of plant and vehicles: trained, competent and physically and psychologically fit. Certificates to be put in their Health & Safety File.
- Workers that are working close to the traffic to be visible and are to wear reflective vests.
- Adequate safety signage to be posted ahead of any work area in the road.
- All signage, including delineators to be maintained and kept clean at all times.
- The required PPE must be worn at all times (Hard hats, safety shoes, overalls, etc.)
- Risk assessments to be conducted on all high-risk activities.
- Speed reduction road signs to be posted.
- Dust control practices used to limit dust generation.

#### **Laying of pipes / Backfilling**

- A competent site person to supervise lifting operations at all times.
- No employee to stand under any suspended loads.
- Loads must not be slewed over personnel, plant, site huts or property.
- All lifting equipment and accessories must be marked with the Safe Working Load.
- Slings must not be placed on sharp edges.

- Workers to wear proper PPE at all times.
- Work to be stopped when weather conditions prevent safe operations during trenching work or lying of pipes.
- Everyone to stand clear of any area being backfilled by mobile plant.

#### **C3.5.2.4.2 EXCAVATIONS, SHORING, DEWATERING OR DRAINAGE**

The Principal Contractor and any relevant Contractors shall make provision at tendering stage for shoring, dewatering or drainage of any excavations as per this specification.

The Principal Contractor shall make sure that:

The excavations are inspected before every shift, after any blasting, after an unexpected fall of ground, after any substantial damage to the shoring and after rain, records kept thereof.

Safe work procedures have been communicated to the workers,

The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times,

The requirements as per section 11 of the Construction Regulations are adhered to. Where pipe-jacking activities are taking place safe work procedures

/method statements to be submitted to Client's Health & Safety Agent prior to these activities.

Method statement to be developed where shoring will be done, especially near public roads and also where explosives will be / are used.

#### **C3.5.2.4.3 CONFINED SPACE ENTRY**

The Principal Contractor to prepare a confined space procedure in line with General Safety Regulation (5) OHS Act

#### **C3.5.2.4.4 EXISTING STRUCTURES**

Any adjacent structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures and/or loss to property and persons during the entire construction phase.

#### **C3.5.2.4.5 EDGE PROTECTION AND PENETRATIONS**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractors' risk assessment must include these items finished floor slab edges, floor penetrations, and all other openings and areas where a person may fall.

#### **C3.5.2.4.6 HAZARDOUS CHEMICAL SUBSTANCES (HCS)**

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (MSDS) Material Safety Data Sheets and this is to be kept on site and a copy to be forwarded to Client's Health & Safety Agent.

#### **C3.5.2.4.7 STACKING OF MATERIALS**

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors and that all materials and equipment is stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

#### **C3.5.2.5 PLANT AND MACHINERY C3.5.2.5.1 CONSTRUCTION PLANT**

The Principal Contractor shall ensure that all such plant complies with the Requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor shall inspect and keep records of inspections of construction plants used on site. Only authorized / competent persons are to use machinery under proper supervision. Appropriate PPE must be provided and maintained at all times.

#### **C3.5.2.5.2 VESSELS UNDER PRESSURE (VUP) AND GAS BOTTLES**

The Principal Contractor shall comply with the Vessels under Pressure Regulations, including:

Providing competency and awareness training to the operators, Providing PPE, Inspect Equipment regularly and keep record of inspections, Provide appropriate firefighting equipment (Fire Extinguishers) on hand.

#### **C3.5.2.5.3 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT**

The Principal Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted as required.

#### **C3.5.2.5.4 HIRED PLANT AND MACHINERY**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

#### **C3.5.2.5.5 FORMWORK AND SUPPORT WORK FOR STRUCTURES**

The Principal Contractor shall ensure that the provisions of section 10 of Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use, that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

#### **C3.5.2.5.6 GENERAL MACHINERY**

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE, and training those who operate the machinery.

#### **C3.5.2.5.7 HIGH VOLTAGE & ELECTRICAL INSTALLATIONS**

If high voltage electrical lines are present on the site perimeter, the Contractor must be aware of the location of them and are to demarcate its positions.

These demarcations must be maintained throughout the duration of the construction work. The minimum safety clearances as per Electrical Machinery Regulation 15 must be adhered to. **All installation must comply with SANS 10142 & the regulations of the OHS Act 85/1993 and Construction Regulation 22.**

All temporary electrical installations must be inspected at least weekly.

#### **C3.5.2.5.8 PORTABLE ELECTRICAL TOOLS AND EXPLOSIVE POWERED TOOLS**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and the control measures that are to be implemented e.g. Personal protection equipment, guards, etc.

A competent person to undertake routine inspections and records are to be kept on file. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out, compliance enforced at all times, and PPE are provided and maintained,

#### **C3.5.2.5.9 WELDING EQUIPMENT**

- Only authorised / trained persons to use the equipment.
- The operators are to wear correct PPE - eye/ face/foot/body/respirator.
- Flashback arrestors are to be fitted on cylinders and gauges when using gas welding equipment. Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

#### **C3.5.2.5.10 PUBLIC AND SITE VISITOR HEALTH AND SAFETY**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these

inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor to ensure that no unauthorized personal enter the construction area.

Method statements are to be drafted on traffic management on site, including work near the public.

#### **C3.5.2.5.11 NIGHT WORK**

Adequate lighting to be provided where required. Personnel should not work alone at night.

#### **C3.5.2.6 OCCUPATIONAL HEALTH C3.5.2.6.1 OCCUPATIONAL HYGIENE**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. The Risk to be looked at includes:

##### Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.

##### Noise

Tasks identified where noise exceeds 85 dBa. All reasonable steps are to be taken to reduce noise levels. Hearing protection is to be used where noise levels cannot be reduced to below 85 dBa.

### Dust

Principal Contractor to ensure that employees working with grinders, saws & jackhammers, etc. are issued with dust masks and dust exposure to be minimized at all times.

### **C3.5.2.6.2 WELFARE FACILITIES**

The Principal Contractor will provide ablution facilities for all on site, including changing facilities & hand washing facilities. Safe and adequate facilities will be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

### **C3.5.2.6.3 ALCOHOL AND OTHER DRUGS**

The Principal Contractor is to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.