

GAMAGARA LOCAL MUNICIPALITY



CONTRACT NO: GM2021/59

APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS

REQUIRED CIDB GRADING: 4ME/4EB OR HIGHER

PREPARED BY:



**GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
KATHU
8446**

Contact:

Name: Mr Walter Jood

Telephone: (053) 723 6000

Client Ref. No.: GM2021/59

Bidder:

Total of the prices inclusive of VAT: R

CLOSING DATE: 16 FEBRUARY 2022 @ 10:00

CONTRACT No. GM2021/59

GAMAGARA LOCAL MUNICIPALITY

APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE -
MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK
PIPELINES AND PUMPSTATIONS

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER.....:

FAX NUMBER :

E-mail ADDRESS :

CONSTRUCTION PERIOD:

CONTRACT PRICE

SECTION 1 : R
(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CONTRACT NO. GM2021/59

GAMAGARA LOCAL MUNICIPALITY

**APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE -
MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK
PIPELINES AND PUMPSTATIONS**

GENERAL BID INFORMATION

BID ADVERTISEMENT DATE : 14 JANUARY 2022

ESTIMATED CIDB CONTRACTOR GRADING : 4ME/4EB or higher

CLOSING DATE : 16 FEBRUARY 2022 @ 10:00

CLOSING VENUE : Bid box in the foyer of Gamagara Local
Municipality
Corner Hendrik van Eck & Frikkie Meyer Rd
Kathu
8446

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If proof of registration and Central Supplier Database (CSD) pin not submitted with this Bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)
7. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of HDI Equity and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.
8. Very important notice Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.

The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.

9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. Failure to provide a Letter of Good Standing that shows the bidder has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
12. Submit all municipal accounts of both the bidder and its directors. If any of the accounts is in arrears for 3 months or longer that will warrant an automatic disqualification.
13. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory and that shall be an automatic disqualification.
14. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
 - (d) The Municipality may conduct a reference check and do vetting on all prospective bidders.
15. The bidder will be rejected if they are not registered in the required CIDB contractor grading designation or higher as required in the bid documentation.
16. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

17. Bid offers will be rejected if the bidder has abused the GAMAGARA LOCAL MUNICIPALITY's Supply Chain Management System and action was taken in terms of the GAMAGARA LOCAL MUNICIPALITY SCM Policy.
18. Form of offer not completed and signed by the authorised signatory.
19. Non submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE)
20. Potential bidder(s) not interested in relocating their offices, staff and equipment to Gamagara Municipality jurisdiction within two weeks of appointment.

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, GAMAGARA LOCAL MUNICIPALITY, ENGINEER
2. BID, BID AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

Signature of Bidder

Date

Signature of Client

Date

Contractor

Witness for Contractor

Employer

Witness for Employer

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Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Part T1: Bidding Procedures

	Pages
T1.1 Bid Notice and Invitation to Bid	2
T1.2 Bid Data	3 - 15

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

GAMAGARA LOCAL MUNICIPALITY



BID NOTICE AND INVITATION TO BID

GAMAGARA LOCAL MUNICIPALITY invites Bidders per **BID ADVERTISEMENT** for **CONTRACT NO. GM2021/59: APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS**

It is estimated that bidders should have a CIDB contractor grading designation of 4ME/4EB or higher.

Bid documents will be available from 14 January 2022 at e-tender website www.etenders.gov.za and Gamagara Local Municipality Website www.gamagara.co.za Bid documents queries can be directed to **Mrs Josephine Nampa** at 053 723 6000.

Technical queries relating to the issues of this document may be addressed to **Mr. Walter Jood** from **GAMAGARA LOCAL MUNICIPALITY** Tel. No. (053) 723 6000, e-mail: joodt@gamagara.co.za

Sealed Bids, marked: **"CONTRACT NO. GM2021/59: APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS"** must be placed in the **BID BOX IN THE FOYER OF GAMAGARA LOCAL MUNICIPALITY**, before **10:00** on 16 February 2022.

The following conditions will apply:

- a) Prices quoted must be inclusive of VAT.
- b) A firm delivery period must be indicated.
- c) Bids will be evaluated in accordance with Method 2: Financial offer and preferences; qualifying Bid offers will be evaluated according to the 80/20 point system, where the financial offer will account for 80 points and preferences for 20 points. All the returnable forms must be completed and submitted with the bid. Bidders are required to, together with their bids, submit an original and valid B-BBEE Status Level Verification Certificate or certified copies thereof to substantiate their B-BBEE rating claims.
- d) Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or e-mail will also not be considered.
- e) Proof of registration with CSD and SARS Tax Clearance Certificate (pin number) should be provided.
- f) Bids must be accompanied with documentation to verify competency.
- g) No B-BBEE points would be allocated if a certified copy of the B-BBEE certificate or an original Sworn Affidavit is not attached to the bid document.

Mr KJ Leserwane
Municipal Manager

Contractor

Witness for
Contractor

Employer

Witness for
Employer

T1.2 Bid Data

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

The following variations, amendments and additions to the Standard Conditions of Bid as set out in the Bid Data below shall apply to this Bid:

Clause Number	Bid Data
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F.1	General
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F.1.1	Actions
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Add the following:

The Employer is the **GAMAGARA LOCAL MUNICIPALITY.**

F.1.2	Bid Documents
-------	----------------------

Add the following:

"The following documents form part of this Bid:

VOLUME 1: The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and Bidders must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel : (011) 805 5947, Fax : (011) 805 5971, e-mail : civilinfo@saice.org.za.

VOLUME 2: The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available and Bidders must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The Bid documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document), in which is bound:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Contractor

Witness for
Contractor

Employer

Witness for
Employer

F.2 Bidder's obligations

F.2.1 Eligibility

Add the following to F.2.1.1:

F.2.1.1 Only those bidders who satisfy the following criteria are eligible to submit Bids:

F.2.1.2 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION

Only those Bidders who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **ME/EB** class of construction work, are eligible to have their Bids evaluated.

Joint Ventures are eligible to submit Bids provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **ME/EB** class of construction work;
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 Bided for a **4ME/4EB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, Bidders who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of Bids shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

F.2.7 Clarification meeting

Not applicable to this bid.

F.2.13 Submitting a Bid offer

Add the following to F.2.13.1

F.2.13.1 Where the Bidding entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Replace subclause F.2.13.2 with the following

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **non-erasable ink**.

Add the following to F.2.13.3

F.2.13.3 Parts of each Bid offer communicated on paper shall be submitted as an original, plus 0 (nought) copies

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Contractor

Employer

Witness for
Employer

Add the following after the first sentence of F.2.13.4:

- F.2.13.4 The Bid shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following to F.2.13.5:

- F.2.13.5 The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:

The Municipal Manager

GAMAGARA LOCAL MUNICIPALITY
Cnr Hendrik van Eck & Frikkie Meyer Roads
Kathu
8446

Identification details:

Contract number: **GM2021/59**

Title of Contract: **APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS**

Add the following to F.2.13.6:

- F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following sub-clause after F.2.13.9:

- F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the Bidder declares that all information provided in the Bid submission is true and correct.

F.2.15 **Closing time**

Add the following to F.2.15.1:

- F.2.15.1 The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.

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

F.2.16 **Bid offer validity**

Add the following to F.2.16.1:

The Bid offer validity period is **90 days**.

F.2.17 **Clarification of Bid offer after submission**

Add the following to F.2.17:

A Bid will be rejected as non-responsive if the Bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A Bid will also be rejected as non-responsive if the Bidder fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

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Employer

Witness for
Employer

F.2.18 **Provide other material**

F.2.18.1 *Delete the word “notarised”*

Add the following to F.2.18.1:

The bidder 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.

F.2.23 **Certificates**

Add the following:
The Bidder is required to submit the following:

F.2.23.1 **Tax Clearance Certificate**

Bidders should submit their Central Supplier Database (CSD) Number.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.2.23.2 **Bargaining Council Certificates**

Where applicable, a certificate issued by the relevant Bargaining Council, could be requested.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

F.2.23.3 **Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Bidder to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

F.3 The Employer’s undertakings

F.3.2 **Issue Addenda**

Add the following to F.3.2:
Notwithstanding any requests for confirmation of receipt of Addenda issued, the Bidder shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.8 **Test for responsiveness**

Add the following:
Bids will be considered non-responsive if, inter alia:
- the Bid is not in compliance with the Scope of Work;

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- the Bidder does not comply with the CIDB contractor grading designation specified in F.2.1.2 above.
- the Bidder has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.

F.3.11 Evaluation of Bid offers

F.3.11.1 General

Add the following:

The procedure for the evaluation of responsive Bids is **Method 2: Financial Offer and Preference** in accordance with F.3.11.3.

F.3.11.2 A single envelope two stage bidding system shall apply whereby:

- Prospective bidders submit bids (**Stage 1 and Stage 2**)
- Stage 1, functionality scoring** will be evaluated before consideration of Stage 2
- Stage 2** will only be evaluated where a bidder has scored a **MINIMUM OF 70% OF POINTS ON OFFER FOR FUNCTIONALITY** from the data contained in “**Stage 1**”

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80** points.

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to Bidders who are eligible for preferences in accordance with the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulation 2017 as per table below:

B-BBEE Status Level of Contributor	Number of Points (N_p)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor ¹	0

1: A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor or who is not verified in terms of the Construction Sector Charter.

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F.3.11.9 Functionality Scoring

Add the following new sub clause:

Criteria	Points	Bidder's Score (Bidders need not to score themselves)
a) Company existence	10	
b) Experience on similar mechanical and electrical projects	40	
c) Locality	20	
d) Key Personnel	30	
TOTAL =	100	

Guidance information on criteria set out above:

a) Company existence (maximum 10 points)

1. More than 5 years = 10 points
2. Less than 5 years = 5 points

Bidder to submit required proof to achieve the intended outcomes of the project. Information required include relevant registration certificate (construction work)

b) Experience on similar mechanical and electrical projects (maximum 40 points)

1. Projects more than R 4M = 40 points
2. Projects between R 2M – R 4M = 30 points
3. Projects below R 2M = 10 points

Proof of minimum **two** completed electrical and/or mechanical projects within the **last 5 years** (completion certificates and letters confirming completed projects and values) must be submitted with Bid in order to claim these points. In case where one project is successfully with the required proof, half of the points allocated above can be claimed. Failure to submit proof will lead to no points being awarded for experience.

c) Locality (maximum 20 points)

The Bidder claim points for its proximity; (Obtained from municipal account or proof of residence from Tribal Authority attached to Schedule 2.6)

- Location of fully operation office/workshop within Gamagara Local municipality; 20 points
- Location of fully operation office/workshop within JTG District Municipality but outside Gamagara Municipality Area; 10 points
- Location of fully operation office /workshop within Northern Cape Province but outside JTG Municipality Area; 5 points

d) Key Personnel (Maximum 30 points)

For each key personnel, Schedule 1.3 must be fully completed and a shortened CV for each key personnel must be submitted with an organogram of the contract team (attached to Schedule 2.7)

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Contractor

Employer

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Employer

Each CV should be structured under the following headings:

1. Personal particulars (name, date and place of birth, place(s) tertiary education and associated therewith)
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
3. Outline of recent and current assignments / experience that have a bearing on the required service and extend of involvement to this contract.
4. Contactable references, full name, surname and title

NB: Please note, upon successful appointment the Contractor shall ensure that the Contract Manager, Millwright, Electrician and Plumber/Fitter employed on this contract is the same or similar in terms of points scored on the CVs submitted on bid document.

The scoring of the bidder's Key Personnel will be as follows (max score = 30):

Contract/Project Manager	Millwright	Plumber	Construction Health & Safety Officer (CHSO)
Accredited Tertiary qualification with at least 2 years project specific experience and/or completed at least one (1) similar project, in this capacity Weighting: 3	Accredited Tertiary qualification with at least 2 years project specific experience and/or completed at least one (1) similar project, in this capacity Weighting:6	Accredited Tertiary qualification with at least 2 years project specific experience and/or completed at least one (1) similar project, in this capacity Weighting: 3	Accredited qualification or extensive experience (5 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO Weighting: 3
Accredited Tertiary qualification with at least 2 to 5 years project specific experience and/or completed at least two (2) similar project, in this capacity Weighting: 4	Accredited Tertiary qualification with at least 2 to 5 years project specific experience and/or completed at least two (2) similar project, in this capacity Weighting:8	Accredited Tertiary qualification with at least 2 to 5 years project specific experience and/or completed at least two (2) similar project, in this capacity Weighting: 5	Accredited qualification or extensive experience (5 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO Weighting: 3
Accredited Tertiary qualification with more than 5 years project specific experience and/or completed more than five (5) similar project, in this capacity Weighting: 7	Accredited Tertiary qualification with more than 5 years project specific experience and/or completed more than five (5) similar project, in this capacity Weighting:12	Accredited Tertiary qualification with more than years project specific experience and/or completed more than five (5) similar project, in this capacity Weighting: 8	Accredited qualification or extensive experience (5 years or more) in the field of Construction Health & Safety Section 19(4) and must be registered as CHSO Weighting: 3

Minimum Requirements

Contract/Project Manager

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Witness for Contractor

Employer

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- Tertiary education (NQF 6 or Higher) in Mechanical/Electrical Engineering, Construction management, Quantity Surveying or accredited Build Environment Project Management
- At least 2 years of project related contract/project management experience and/or
- Completed at least 1 similar project in the capacity as a Millwright

Millwright

- Tertiary education (NQF 4 or Higher) Millwright qualification.
- At least 2 years of project related Millwright experience and/or
- Completed at least 1 similar project in the capacity as a Millwright

Plumber

- Tertiary education (NQF 4 or Higher) Plumbing qualification.
- At least 2 years of project related Plumbing experience and/or
- Completed at least 1 similar project in the capacity as a Plumber

Construction Health & Safety Officer (CHSO)

- Occupational/Construction Health and Safety qualification or
- Construction Management qualification with additional construction Health and Safety training or
- Extensive work experience (5 years or more) in the field of Construction Health & Safety in terms of Section 19(4) of the Project and Construction Management Professions Act
- At least 2 years of Construction Health and Safety experience and/or
- Completed at least 1 similar project in the capacity as the CHSO
- Registered as a CHSO

A minimum of 70 points must be achieved to progress to the next stage.

TF.3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the bid, the employer will perform a risk analysis in respect of the following:

- reasonableness of unit rates and prices
- the Bidder's ability to fulfil its obligations in terms of the Bid document, that is, that the Bidder can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No bidder will be recommended for an award unless the bidder has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of Bid offer

Add the following to F.3.13:

F.3.13.1 Bid offers will only be accepted if:

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Witness for
Contractor

Employer

Witness for
Employer

- a) the Bidder is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate (Pin) issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the Bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process.

F.3.16 Notice to unsuccessful Bidders

Replace the heading above with:

Notice to successful and unsuccessful Bidders

Replace sub-clause F.3.16.2 with the following:

F.3.16.2 The Employer shall, at the same time as notifying the successful Bidder of the Bid Adjudication Committee's decision to award the Bid to the successful Bidder, also give written notice to the other Bidders informing them that they have been unsuccessful.

F.3.18 Provide copies of the contract

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Bid

The additional conditions of Bid are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Successful Bidder shall submit in conjunction with this Bid, appended to Schedule 8 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.

Contractor

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Employer

Witness for Employer

- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to complete and sign the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document) prior to commencement of the contract.

F.4.3 **Claims arising after submission of Bid**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any Bid and the Bidder shall be deemed to have:

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Bidder.
- (5) received any Addenda to the Bid documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

Before submission of any Bid, the Bidder should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Bidder must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any Bid due to the foregoing.

F.4.4 **Imbalance in Bided rates**

In the event of Bided rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or

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lump sums, the Bidder may be required to produce evidence and advance arguments in support of the Bided rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the Bided rates or lump sums objected to, it may request the Bidder to amend these rates and lump sums along the lines indicated by it.

The Bidder will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Bidder fail to amend his Bid in a manner acceptable to the Employer, the Employer may reject the Bid.

F.4.5 **Negotiations with preferred Bidders**

The Employer may negotiate the final terms of a contract with Bidders identified through a competitive Bidding process as preferred Bidder provided that such negotiation:

- a) does not allow any preferred Bidder a second or unfair opportunity;
- b) is not to the detriment of any other Bidder; and
- c) does not lead to a higher price than the Bid as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.6 **General supply chain management conditions applicable to Bids**

- 1) In terms of its Supply Chain Management Policy, the Employer may not consider a Bid unless the provider who submitted the Bid:

- a) has furnished the Employer with that provider's:

- full name;
- identification number or company or other registration number; and
- tax reference number and VAT registration number, if any;
- Certificate of attendance at a compulsory site inspection, where applicable

- b) has indicated whether:

- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
- whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, Bidders shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the Bid not being considered.

Contractor

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Employer

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F.4.7 Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the Bid of any Bidder if that Bidder or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than **three months**;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, bidders shall complete, Part T2.2: **MBD 9**: Certificate of Independent Bid Determination and Declaration in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the Bid not being considered.

F.4.8 Price variations

The Contract Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.9 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue Bid documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue Bid documents in hardcopy. An electronic version of the issued Bid documents may be made available to the Bidder, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to Bidders who have been issued with the Bid documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued Bid documents.
- (c) The Employer shall not accept Bids submitted in electronic format. Bidders may not complete and submit a printed copy of the electronic version of the Bid document or part thereof. Only those Bids that have been completed on the issued hard copy Bid document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued Bid documents in all respects. Bidders are alerted to the fact that electronic versions of the Bid documents may not reflect any notices or addenda that amend the Bid document.

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- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the Bid document as contemplated in F.2.11, shall render the Bid invalid. The Employer reserves the right to take any action against such Bidder allowed in law including, in circumstances where the Bid had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the Bid document or parts thereof, the Bidder is deemed to have read, understood and accepted all of the above conditions.

F.4.10 Minimum Wages

The Bid is drawn to the fact that minimum wages must be paid in terms of the relevant legislation or in line with the Employer's guidelines.

F.4.11 Local Content

Bidders that provide products, developed, manufactured and assembled or distributed in SA will be given preference where applicable. Labourers must be sourced in Gamagara Local Municipality area.

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Employer

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Part T2: Returnable Documents

	Pages
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T2.1 List of Returnable Documents

The Bidder must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for Bid evaluation purposes

	Pages
Schedule 1.1: Compulsory Enterprise Questionnaire.....	20
Schedule 1.2: Construction Equipment	23
Schedule 1.3: Details of Key Personnel	25
Schedule 1.4: Health and Safety Plan.....	27
Schedule 1.5: Proposed Amendments and Qualifications by Bidder.....	28
Schedule 1.6: Record of Addenda to Bid Documents.....	29
Schedule 1.7: Dayworks Schedule.....	30
Schedule 1.8: Contractor’s Certificate of Registration with CIDB.....	31
Schedule 1.9: Schedule of Previous Work Carried Out by Bidder.....	32
Schedule 1.10: Authority of Signatory.....	33
Schedule 1.11: Procurement Points Claimed (MBD 6.1).....	35

2. Other documents required for Bid evaluation purposes

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Schedule 2.3: Joint Venture Agreement.....	43
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3. Returnable Schedules that will be incorporated into the Contract

Schedule 3.1: Health and Safety Plan (Schedule 1.4)	49
Schedule 3.2: Record of Addenda to Bid Documents (Schedule 1.6).....	49
Schedule 3.3: Dayworks Schedule (Schedule 1.7).....	49
Schedule 3.4: Declaration of Interest (MBD 4).....	50
Schedule 3.5: Declaration of Bidder’s Past Supply Chain Management Practices (MBD 8).....	53
Schedule 3.6: Certificate of Independent Bid Determination (MBD 9).....	55
Schedule 3.7: Declaration Certificate for Local Production (MBD 6.2).....	58

4. Other documents required for bid evaluation purpose that will be also be incorporated into the contract

C1.1	The offer portion of the C1.1 Form of Offer and Acceptance	63 - 66
C1.2	Contract Data	67 - 74
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C2.2	Bills/Schedules of Quantities.....	84 – 97
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T2.2 Returnable Schedules

1. Returnable Schedules required for bid evaluation purposes

SCHEDULE 1.1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

Section 2: VAT registration number:

Section 3: CIDB registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
 ..
 Close corporation number
 ..
 Tax reference number
 ..

Section 6: Record of service of the state

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of Directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 1.2: SCHEDULE OF CONSTRUCTION EQUIPMENT

The Bidder shall state below what construction equipment will be available for this Contract. The Bidder shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

- 1. **Attach valid proof of ownership (certified)**
- 2. **Attach valid proof of roadworthy certificates (certified)**
- 3. **Attach proof of lease agreement that includes items (1) & (2) above.**

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

Description, Size, Capacity	Quantity	Year of Manufacture

CONSTRUCTION EQUIPMENT ON ORDER (PROOF MUST BE ATTACHED)

(State details of arrangements made, with delivery dates)

Description, Size, Capacity	Quantity	Year of Manufacture

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (PROOF MUST BE ATTACHED)

(State details of delivery arrangements)

Description, Size, Capacity	Quantity	Year of Manufacture

Number of sheets, appended by the Bidder to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 1.3: DETAILS OF 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 of (i) Nominee (ii) Alternative	Summary of		HDI Status	NQF 7 Certified
		Qualifications	Experience and Present Occupation	Yes/No	Yes/No
Contract/ Project manager					
Millwright					
Plumber					
Construction Health & Safety Officers					

Other key staff (give designation)					

SIGNED ON BEHALF OF THE BIDDER:

SCHEDULE 1.4: HEALTH AND SAFETY PLAN

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Bidder shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Bidder shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the Bidder to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 1.5: PROPOSED AMENDMENTS AND QUALIFICATIONS BY BIDDER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Bidder.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the Bidder to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 1.6: RECORD OF ADDENDA TO BID DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

SCHEDULE 1.7: DAYWORKS SCHEDULE

This daywork statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all this items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "Up costs".

The item "Up Cost" is left out in the case of equipment. The rate then has to include all of the above "Up Costs" mentioned as well as operator's costs, user's goods, maintenance, etc.

The Bid has to fill in all of the items listed underneath otherwise his Bid can be considered as incomplete.

A. Labour

- 1. Workers per hour plus % "Up-Cost"
- 2. Supervisors per hour plus % "Up-Cost "
- 3. Artisan. per hour plus % " Up-Cost "
- 4. Millwrightper hour plus% " Up-Cost "
- 5. Plumberper hour plus% " Up-Cost "

B. Equipment

Description	Rate/Hour	
	In Work	Standing
Excavator
Front End-Loader.....
Tipper Truck cubic meters
Compressor.....(capacity)
.....(Specify)
.....(Specify)
.....(Specify)

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

C. Material

Here, The Bidder has to provide the Up Cost which ought to be added to the basic price:%

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 1.8: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our Bid document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to Bid.

Schedule 1.9: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

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

Employer (Name, tel. no and fax no)	Consulting Engineer (Name, tel. no and fax no)	Nature of Work Carried Out Previously	Value of Work	Year of completion

SIGNED ON BEHALF OF BIDDER:

Schedule 1.10: AUTHORITY FOR SIGNATORY

Note:

1. Failure to complete the certificate set out below and attach resolution copy as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

Indicate the status of the bid by ticking the appropriate box hereunder for the relevant category

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the board (copy attached) taken
 on2021, Mr/Ms.....acting in the capacity of
, was authorised to sign all documents in connection with the bid
 and any contract resulting from it on behalf of the company.

As witness:

1. **Chairman:**
 2. **Date:**

B. Certificate for Partnership

We the undersigned, being the key partners in the business trading as
hereby authorise Mr/Ms
 acting in the capacity ofto sign all documents in connection with
 the bid for contract and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

This authorisation is evidence by the attached power of attorney signed legally authorised signatories of all the partners to the Joint Venture

Name of Firm	Address	Signature	Date
Lead Partner			

D. Certificate for Sole Proprietor

I,, hereby confirm that I am sole owner of the business trading as.....

As witness:

1. **Owner:**
 2. **Date:**

E. Certificate for Close Corporation

We the undersigned, being the key partners in the business trading as
hereby authorise Mr/Ms
 acting in the capacity ofto sign all documents in connection with
 the bid for contract and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Close Corporation as a whole

SCHEDULE 1.11: PROCUREMENT POINTS CLAIMED (MBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

(a)

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

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

1. GENERAL CONDITIONS

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

- 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

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this Bid (*delete whichever is not applicable for this Bid*).

1.3 Points for this bid shall be awarded for:

- (b) Price; and
- (c) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 6.1, 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
.....
.....

2. Other documents required for tender evaluation purposes

SCHEDULE 2.1: TAX CLEARANCE CERTIFICATE

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE obtained from SARS to be submitted with Bid Documents

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

SCHEDULE 2.2: LETTER OF GOOD STANDING (COIDA)

A LETTER OF GOOD STANDING (COIDA) that shows the bidder has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 obtained from Department of Labour to be submitted with Bid Documents

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

SCHEDULE 2.3: JOINT VENTURE AGREEMENT

A JOINT VENTURE AGREEMENT TOGETHER WITH A CIDB JOINT VENTURE RATING to be submitted with Bid Documents

Note:

3. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

SCHEDULE 2.4: CERTIFIED BBBEE CERTIFICATE

A CERTIFIED COPY OF BBBEE CERTIFICATE to be submitted with Bid Documents

Note:

1. Failure to affix such documentation as prescribed to this page shall result in award of zero preference points

SCHEDULE 2.5: CSD REGISTRATION

A PROOF OF REGISTRATION WITH CSD AND PIN NUMBER to be submitted with Bid Documents

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

SCHEDULE 2.6: MUNICIPAL ACCOUNT

A COPY OF MUNICIPAL ACCOUNTS OF BOTH BIDDER AND ITS DIRECTORS to be submitted with Bid Documents

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract by the Bid Evaluation Committee.

Schedule 2.7: CVs of Key Personnel

The bidder must attach to this page CVs of his key personnel to be employed on this contract

3. Returnable schedules that will be incorporated into the Contract

SCHEDULE 3.1: HEALTH AND SAFETY PLAN (SCHEDULE 1.4)

SCHEDULE 3.2: RECORD OF ADDENDA TO BID DOCUMENTS (SCHEDULE 1.6)

SCHEDULE 3.3: DAYWORKS SCHEDULE (SCHEDULE 1.7)

SCHEDULE 3.4: DELARATION OF INTEREST (MBD 4)

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

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.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

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:

.....
.....

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

SCHEDULE 3.5: DELARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 Bid 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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness for Contractor

Employer

Witness for Employer

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

SCHEDULE 3.6: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

Schedule 3.7: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

--

Contractor

--

Witness for
Contractor

--

Employer

--

Witness for
Employer

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	63 - 66
C1.2 Contract Data.....	67 – 74
C1.3 Form of Guarantee	75 - 77
C1.4 Occupational Health and Safety Agreement.....	78 - 79
C1.5 Insurance Broker’s Warranty.....	80

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. GM2021/59: APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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:

Rand.
..... (in words);

R (in figures)

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 Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the Bidder

(Name and address of organization/) Bidder

Name and signature of witness Date

Contractor [] Witness for Contractor [] Employer [] Witness for Employer []

Acceptance

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

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
KATHU
8446

Name and signature

of witness

Date



Contractor



Witness for Contractor



Employer



Witness for Employer

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

By the duly authorised representatives 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 returnable 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 offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the 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.

Contractor	Witness for Contractor	Employer	Witness for Employer

For the Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organization/
Bidder)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and Address of organization) GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
KATHU
8446

Name and signature of witness Date

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE



Contractor



Witness for Contractor



Employer



Witness for Employer

C1.2: CONTRACT DATA

The following standardized General Conditions of Contract:

C1.2.1 GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

The General Conditions of Contract for Construction Works (**3rd Edition 2015**) prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

The Pro-forma's bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 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 General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

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 between these documents.

C1.2.2 CONTRACT SPECIFIC DATA (Specific Conditions of Contract)

The following contract specific data, referring to the **General Conditions of Contract for Construction Works, Third Edition, 2015**, are applicable to this Contract:

SC 1 Clause 1.1.1.13:

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a Certificate of Completion.

SC 2 Clause 1.1.1.14:

The time for achieving Practical Completion is completion of the specific allocated tasks, inclusive of the 14-day period referred to in Clause 5.3.2 below, and inclusive of all non-working days referred to in Clause 5.8.1 and special non-working days (Clause 5.8.1).

SC 3 Clause 1.1.1.15:

“**Employer**” means the **GAMAGARA LOCAL MUNICIPALITY**. The Municipal Manager acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated.

SC 4 Clause 1.1.1.21

Preliminary and General items described in the SANS 1200 A/AB specifications but not included or shown in the Bill of Quantities are deemed to have been included in bidder's rates.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC 5 Add the following clause after Clause 1.1.1.35.

Clause 1.1.1.36

“**Letter of Notification**” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all Bidders. The notification of the decision does not form part of the Employer’s Acceptance of the successful Bidder’s Offer and no rights shall accrue.

SC 6 **Clause 1.2.1.2:**

The address of the Employer is: GAMAGARA LOCAL MUNICIPALITY
C/O HENDRIK VAN ECK & FRIKKIE MEYER ROADS
P O Box 1001
KATHU
8446
TEL.: (053) 723 6000
FAX: (053) 723 2021
Email: joodt@gamagara.co.za

SC 7 **Clause 4: BASIS OF CONTRACT**

Add the following before subclause 4.1.1:

Contract Agreement

The Contractor and the Employer shall enter into a Contract Agreement within **21 days** after the Contractor receives the written notice of Acceptance unless they agree otherwise. The Contract Agreement shall be based upon the Contract Agreement form included in the Bid document. The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.”

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;
- (2) Form of Guarantee has been completed by the Contractor and approved by the Employer;
- (3) An original valid Tax Clearance Certificate (valid on date of signing the Agreement) has been submitted and approved;
- (4) Insurances (as specified) with proof of validity have been provided by the Contractor and approved by the Employer;
- (5) C1.4 Occupational Health and Safety Agreement has been completed and signed by both parties;
- (6) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993 has been provided by the Contractor and approved by the Employer.

SC 8 Add the following clause after Clause 4.3.2.:

Clause 4.3.3

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.

An agreement is included in the Contract Document (C1.4 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). The

Contractor

Witness for Contractor

Employer

Witness for Employer

Contractor shall provide proof to the Employer, with the bid document that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.”

SC 9 Clause 4.10.1:

Add the following:

The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region.

SC 10 Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Security or performance guarantee (Refer to Clause 6.2)
- (3) Insurance (Refer to Clause 8.6)
- (4) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

SC 11 Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is **14 days**.

SC 12 *Add the following clause after Clause 5.3.3:*

Clause 5.3.4:

The Contractor shall commence executing the works within **14 days** from the Commencement Date.

The Commencement Date will be the day when all of the following takes place:

- 1) Site Handover to the Contractor
- 2) The completion of the Form of Offer and Acceptance
- 3) The above will take place within 7 days of the issue of the Letter of Acceptance.

SC 13 Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

SC 14 *Add the following clause after Clause 5.4.3:*

Clause 5.4.4:

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. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

SC 15 Clause 5.6.1:

The Contractor shall deliver a detailed programme of works to the Employer within 14 fourteen days for each task identified and specified by the Employer.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC 16 Clause 5.9.1:

Add the following to the clause:

“The drawings shall remain the property of the employer and the Contractor will sign receipt for the acceptance thereof. The copyright on all documents remains with the employer and no drawings or parts thereof may be duplicated without approval by the Employer.”.

SC 17 Clause 5.13.1:

The penalty for failing to complete the Works is **R 1 500 per calendar day**.

SC 18 Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

SC 19 Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

SC 20 Clause 6.3:

Add the following sub clauses after Clause 6.3.3:

Sub clause 6.3.3.2:

All rates will be fixed as bidded irrespective of the percentage variation.

SC 21 Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10 per cent**.

SC 22 Subclause 6.6.1: Provisional sums

In the second line of subclause 6.6.1.2, after the words “sum or sums” insert the words “, excluding VAT,”.

In the first line of subclause 6.6.1.2.1, after the words “sum or sums” insert the words “, excluding VAT,”.

In the fourth line of subclause 6.6.1.2.2, after the words “amount” insert the words “, excluding VAT,”.

In the fourth line of subclause 6.6.2, after the words “price” insert the words “, excluding VAT,”.

SC 23 Clause 6.8.2:

The bidded Fixed Price shall be subject to Contract Price Adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

The urban area nearest the Site is KATHU

The base month is the month prior to the month of closing of bids.

SC 24 Clause 6.8.3:

Price adjustments for variations in the costs of **special materials** are not allowed.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC 25 Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after **28 days** before the closing date for Bids, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

SC 26 Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**, upon proof of ownership.

SC 27 Subclause 6.10.2:

Add the following:

“Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents.”

SC 28 Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defect Liability Period shall be 5% of the Contract Price, including payment for contingencies and Contract Price Adjustment.

SC 29 Clause 6.10.4:

Add the following to Clause 6.10.3:

“Furthermore, payment shall be subject to the Employer being in possession of an original valid Tax Clearance Certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original Tax Clearance Certificate to the Employer) should any current certificate expire during the contract period.

SC 30 Clause 6.10.10: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Engineer in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

SC 31 Clause 6.11:

Delete this clause and any reference thereto.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SC 32 Clause 8.4.1:

Add the following to the existing clause 8.4.1:

The Contractor must make provision on his own cost for the protection of the works and shall be liable for all costs and/or claims against him or against the Employer, resulting from negligent or insufficient safety measures during the execution of the works. The Employer reserves the right to recover any such costs from the Contractor. The Contractor must notify the Employer within 48 hours, after receiving such a claim against him. If after ninety (90) days after receiving such a claim the Contractor has failed to settle the dispute, the Employer reserves the right to investigate the claim and to take the necessary measures to resolve the dispute at the cost of the Contractor.

SC 33 Clause 8.6.1:

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 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 200 000.00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R1 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

SC 34 Clause 9.2.1:

Add the following Sub Clauses after Sub Clause 9.2.1.3.7:

Clause 9.2.1.3.8

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.9

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Clause 9.2.1.3.10

“The Contractor fails to provide the required Guarantee and insurances within the prescribed time.”

SC 35 Clause 10.5.:

Dispute resolution shall be by mediation, failing which by arbitration.

SC 36 Clause 10.8.1:

“The determination of disputes shall be by Court proceedings.”

Add the following after Clause10:

SC 37 Clause 11: Contractor to provide everything necessary

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

SC 38 Clause 12: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C1.2.3 SUMMARY OF CONTRACT SPECIFIC DATA

Reference to	Clause	Information
Contractor	1.1.1.9	
Employer	1.1.1.15	GAMAGARA LOCAL MUNICIPALITY
	1.2.1.2	GAMAGARA Local Municipality C/o Hendrik van Eck & Frikkie Meyer Roads Kathu 8446
Engineer	1.1.1.16	GAMAGARA Local Municipality C/o Hendrik van Eck & Frikkie Meyer Roads Kathu 8446
Year end break	1.1.1.12 & 5.8.3	Not Applicable
Contract Guarantee	6.2.1	Within 14 days of the Commencement Date
Guarantee Sum	6.2.1	10% of the total Bid award sum
Commencement of Works	5.3	Within 14 days of Commencement Date
Insurances	8.6.1.1.2	R0-00
	8.6.1.1.3	R200 000-00 where applicable
Limit of indemnity	8.6.1.3	R1 000 000-00 per claim, claims unlimited during construction and defects liability periods
Other Insurances	8.6.1.5	To be included in Contractors All-Risk Insurance
Daywork percentages	6.5.1	Refer to Schedule 1.7 of Part T2 Returnable Documents
Special non-working days	5.8.1	Sundays and all public holidays as well as year end breaks.
Time for Completion	5.5.1	3 (Years) from Commencement including year end break/s, public holidays and any other non-working days. Work will be issued as when required with different completion times over 3 years period.
Penalty for Delay	5.13	The penalty for failing to complete the agreed allocated work within the agreed Period is R 1 500-00 per calendar day.
Contract Price Adjustment	6.8.2	Applicable to this contract.
Minimum amount of interim payment certificate	6.10.1	Cashflow must correlate with specified Contract Period
Materials on Site	6.10.1.5	Will be paid after proof of ownership
Retention Money	6.10.3	Not Applicable
Defects Liability Period	1.1.1.13	12 Months from the issuing of Certificate of Completion of issued work
Dispute Resolution	10.5, 10.7 & 10.8	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

SIGNED ON BEHALF OF BIDDER:

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.3 Form of Guarantee

PERFORMANCE GUARENTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
.....

Physical address:
.....

“Employer” means: GAMAGARA LOCAL MUNICIPALITY

“Contractor” means:
.....

“Engineer” means: GAMAGARA LOCAL MUNICIPALITY

“Works” means: **APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS**

“Site” means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.....

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

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

Amount in words:.....

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

Amount in words:.....

“Expiry Date” means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

Empty rectangular box for Contractor signature

Contractor

Empty rectangular box for Witness for Contractor signature

Witness for Contractor

Empty rectangular box for Employer signature

Employer

Empty rectangular box for Witness for Employer signature

Witness for Employer

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

3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor 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 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; or
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any 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 was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness (1)..... signatory

Witness (2)..... signatory



Contractor



Witness for Contractor



Employer



Witness for Employer

C1.4 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN GAMAGARA LOCAL MUNICIPALITY
(HEREIN AFTER CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,,
representing.....
....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:
OR Compensation Insurer:
Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Health and Safety Plan provided by our company based on the client's documented Health and Safety Specifications contemplated in regulation 5(1)(b).

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of the Client

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer’s premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. 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 and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer’s machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C1.5 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

**GAMAGARA LOCAL MUNICIPALITY
CNo Hendrik van Eck & Frikkie Meyer Roads
KATHU
8446**

CONTRACT NO.: GM2021/59

**CONTRACT TITLE: APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3)
YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND
SANITATION BULK PIPELINES AND PUMPSTATIONS**

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the GAMAGARA LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumption.....	83 - 84
C2.2 Bill of Quantities.....	85 - 97
C2.3 DECLARATION (In respect of completeness of Bid).....	97

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the Bidder has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications, Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only source of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bill of Quantities are **one (1) unit** quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. **The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit.** Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. If a nil rate is entered against an item, it will be considered that there is no charge for that particular item (even should the quantity subsequently increase).
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
8. Except where rates only are required, insert all amounts to be included in the total Bided price in the "Amount" column and show the corresponding total Bided price.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

10. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

11. The rates of the two successful tenderers will be averaged out and if necessary adjusted to be acceptable to Gamagara Municipality. The appointed contractors will then be offered the same rates.

**C2.2 Bill of Quantities
Schedule of Rates**

Contractor

Witness for
Contractor

Employer

Witness for
Employer

SCHEDULE 1 : DAYWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1.1		SCHEDULE 1 : DAYWORKS DAYWORKS a) Contractor's Representative /hour 1 b) Qualified Millwright /hour 1 c) Qualified Electrician /hour 1 d) Qualified Plumber /hour 1 e) Qualified Fitter /hour 1 f) Qualified Boilermaker /hour 1 i) Labourer 9 hour work day W/day 1					
1.2		PLANTHIRE : WORK RATES ON SITE (Excluding any traveling between Contractor's base camp and site)					
1.2.1		Tipper truck a) 5,5 m ³	/hour	1			
1.2.2		Flatbed truck a) 7 t	/hour	1			
1.2.3		LDV	/km	1			
1.2.4		Tractor Loader Backhoe (TLB) _____ m ³ bucket (specify type) _____ inclusive of operator	/hour	1			
1.3		MISCELLANEOUS					
1.3.1		Compressor with capacity of 125 cfm	/hour	1			
1.3.2		Waterpump with 40 mm outlet (diesel driven)	/hour	1			
1.3.3		Welding unit (300 Amp)	/hour	1			
1.3.4		1,5 kVA diesel-driven generator set	/hour	1			
1.4		MATERIALS					
1.4.1		Allow for materials	Prov. Sum	1			
1.4.2		Overheads, charges and profit on item 1.4.1	%				
TOTAL CARRIED FORWARD TO SUMMARY							

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE 2: GENERAL WORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	AMOUNT		
					R	c	
		SCHEDULE 2: GENERAL WORKS					
	SANS	ALL CIVIL RELATED WORKS					
2.1	1200 C	SITE CLEARANCE					
2.1.1	8.3.1(a) +	Clear 3m wide vegetation and trees of girth up to 1m	m	1			
2.1.2	8.3.1(b)	Remove trees over 1 m and up to 2 m girth	No.	1			
2.2	1200 DB	EXCAVATION					
	8.3.2(a)	Excavation in all materials for trenches, backfill, compact and dispose of surplus material					
2.2.1		Up to 1,5m in depth	m ³	1			
2.2.2		Other excavations	m ³	1			
2.2.3	8.3.2(b)	Extra-3over item 8.2(a) incl. for excavation (provisional) in : 2) Hard material	m ³	1			
	8.3.6.1	Reinstate road surfaces complete with:					
		a) Gravel	m ²	1			
		b) 30mm premix	m ²	1			
2.3	SANS	BEDDING (PIPES)					
	1200 LB/LD						
2.3.1	8.2.1	Provision of Bedding					
		a) Selected granular material	m ³	1			
		b) Selected fill material	m ³	1			
2.3.2	8.2.3	Concrete bedding	m ³	1			
2.3.3	8.2.4	Encasing of pipes in Class 19/20 concrete	m ³	1			
TOTAL CARRIED FORWARD							

Contractor

Witness for Contractor

Employer

Witness for Employer

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
2.4		CONCRETE					
2.4.1	8.4.3	Strength Concrete:					
		a) 20 MPa	m ³	1			
		b) 25 MPa	m ³	1			
		c) 30 MPa	m ³	1			
TOTAL CARRIED FORWARD TO SUMMARY							

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE 3: WATER SERVICES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SCHEDULE 3: WATER SERVICES					
	1200 L	BULK PIPELINE					
	8.2.1	Supply, lay and bed Pipes complete with Couplings					
3.1		500 mm diameter steel pipe	m	1			
3.2		500mm diameter uPVC, Class 9	m	1			
3.3		400 mm diameter uPVC, Class 9	m	1			
3.4		400mm diameter HDPE , Class 10	m	1			
3.5		355 mm diameter uPVC, Class 9	m	1			
3.6		315 mm diameter uPVC, Class 9	m	1			
3.7		250 mm diameter uPVC, Class 9	m	1			
3.8		250mm diameter steel pipe	m	1			
3.9		200mm diameter uPVC, Class 9	m	1			
3.10		160mm diameter uPVC, Class 9	m	1			
3.11		150mm diameter steel pipe	m	1			
	8.2.4	Extra-over 8.2.1 for the cutting of the pipe and the supplying and fixing of the extra coupling (Klarmex or similar)					
3.12		500mm diameter steel pipe	No	1			
3.13		500mm diameter uPVC, Class 9	No	1			
3.14		400mm diameter uPVC, Class 9	No	1			
3.15		400mm diameter HDPE	No	1			
3.16		355 mm diameter uPVC, Class 9	No	1			
3.17		315 mm diameter uPVC, Class 9	No	1			
3.18		250 mm diameter uPVC, Class 9	No	1			
3.19		250mm diameter steel pipe	No	1			
3.20		200mm diameter uPVC, Class 9	No	1			
3.21		160mm diameter uPVC, Class 9	No	1			
3.22		150mm diameter steel pipe	No	1			

Contractor

Witness for Contractor

Employer

Witness for Employer

TOTAL CARRIED FORWARD								

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
	8.2.5	Supply and place short pipe runs, valve and specials					
		Butterfly Valve Stainless Steel Disc					
3.23		On 500mm diameter pipe	No	1			
3.24		On 400mm diameter pipe	No	1			
3.25		On 355mm diameter pipe	No	1			
3.26		On 315mm diameter pipe	No	1			
3.27		On 250mm diameter pipe	No	1			
3.30		On 200mm diameter pipe	No	1			
3.31		On 160mm diameter pipe	No	1			
3.32		On 150mm diameter pipe	No	1			
		Flanged End Gate Valve					
3.33		On 500mm diameter pipe	No	1			
3.34		On 400mm diameter pipe	No	1			
3.35		On 355mm diameter pipe	No	1			
3.36		On 315mm diameter pipe	No	1			
3.22		On 250mm diameter pipe	No	1			
3.23		On 200mm diameter pipe	No	1			
3.24		On 160mm diameter pipe	No	1			
3.25		On 150mm diameter pipe	No	1			
		Non Return Valve with Lever					
3.26		On 500mm diameter pipe	No	1			
3.27		On 400mm diameter pipe	No	1			
3.28		On 355mm diameter pipe	No	1			

Contractor

Witness for Contractor

Employer

Witness for Employer

3.29		On 315mm diameter pipe	No	1			
TOTAL CARRIED FORWARD							

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
3.30		On 250mm diameter pipe	No	1			
3.31		On 200mm diameter pipe	No	1			
3.32		On 160mm diameter pipe	No	1			
3.33		On 150mm diameter pipe	No	1			
3.34	8.9.11	Anchor / thrust block and pedestals	No	1			
3.35	8.2.13	Valve and hydrant chambers	No	1			
3.36	8.2.14	(a) Manholes	No	1			
3.37		(b) Extra-over for manholes of depth exceeding 1,5m	m	1			
		Removal of a motor from multi stage and centrifugal pumps					
3.38		75 KW Multi stage pump	No	1			
3.39		45 KW Centrifugal pump	No	1			
3.40		400 KW Centrifugal pump	No	1			
		Supply and install motor on multi stage and centrifugal pumps					
3.41		75 KW Multi stage pump	No	1			
3.42		45 KW Centrifugal pump	No	1			
3.43		400 KW Centrifugal pump	No	1			
3.44		Removal of 1.5 KW Booster pump	No	1			
3.45		Supply and install 1.5KW Booster pump	No	1			
3.47		Supply and install 11KW submersible pump	No	1			

Contractor

Witness for Contractor

Employer

Witness for Employer

TOTAL CARRIED FORWARD		
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ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
		Supply and install soft starters					
3.48		SASSW900D0365T5 (75 KW Motor)	No	1			
3.49		SSW06 (45KW Motor)	No	1			
3.50		Supply and install 3CR12 indoor control panel (up to 75 KW pumps)	No	1			
		Submersible Pumps					
3.51		Removal and storage of faulty submersible pump	No	1			
		Supply, installation and commissioning of centrifugal submersible pumps					
		Manufacturer:					
3.52		(a) Head = 128 m – Flow = 32 m3/h Model:	No	1			
3.53		(b) Head = 114 m - Flow = 13 m3/h Model:	No	1			
3.54		(c) Head = 126 m – Flow = 33 m3/h Model:	No	1			
		Supply, delivery, installation and commissioning of submersible pump pipework (GMS) and nylon rope for:					
3.55		(a) 65 mm GMS	m	1			
3.56		(b) 80 mm GMS	m	1			
		Ancillary Pipework					
		Supply and installation of ancillary pipework and mechanical equipment (flow meter, non-return and pressure gauge, pressure switch, no flow switch/liquid level control)					
3.57		(a) 65 mm diameter piping	Unit	1			
3.58		(b) 80 mm diameter piping	Unit	1			
3.59		(c) 150 mm diameter piping	Unit	1			

Contractor

Witness for Contractor

Employer

Witness for Employer

TOTAL CARRIED FORWARD							
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
3.60		Additional Tests Requirements The costs for additional tests on material, equipment and pressure testing as and when required	Prov. Sum	1			
3.61		Overheads, charges and profit on item 3.51	%				
3.62		80mm x 65mm Tamperproof Hydrant with single Lug Instantaneous Outlet	No	1			
3.63		Galvanised Hydrant Standpipe with BSP Outlet and flanged 80mm diameter	No	1			
TOTAL CARRIED FORWARD TO SUMMARY							

Contractor

Witness for Contractor

Employer

Witness for Employer

SCHEDULE 4: SANITATION SERVICES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
SCHEDULE 4 : SANITATION SERVICES							
PUMPSTATION AND WASTEWATER TREATMENT WORKS							
4.1		Supply and installation of submersible raw sewage pump up to 7.5 KW or similar	No	1			
4.2		Supply and installation of booster raw sewage pump (Gorman Rupp up to T 6)	No	1			
4.3		Removal and replacement of guide pipes with all brackets and duck foot pedestals of submersible pumps	No	1			
4.4		Removal and repair of existing submersible raw sewage pumps (a) 1 -3 KW	No	1			
4.5		(b) 3 – 5 KW	No	1			
4.6		(c) 5 – 7 KW	No	1			
4.7		(d) 7 – 9 KW	No	1			
Supply and installation of submersible raw sewage pumps							
4.8		(a) 1 -3 KW	No	1			
4.9		(b) 3 – 5 KW	No	1			
4.10		(c) 5 – 7 KW	No	1			
4.11		(d) 7 – 9 KW	No	1			
Removal and replacement of impellers for submersible pumps							
4.12		(a) 1 -3 KW	No	1			
4.13		(b) 3 – 5 KW	No	1			
4.14		(c) 5 – 7 KW	No	1			
4.15		(d) 7 – 9 KW	No	1			
TOTAL CARRIED FORWARD							

Contractor

Witness for Contractor

Employer

Witness for Employer

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
		Removal and replacement of mechanical seals and bearings of submersible pumps					
4.16		(a) 1 -3 KW	No	1			
4.17		(b) 3 – 5 KW	No	1			
4.18		(c) 5 – 7 KW	No	1			
4.19		(d) 7 – 9 KW	No	1			
		Removal, repair and installation of new motor of booster pump					
4.20		(a) Gorman Rupp T3 or similar	No	1			
4.21		(b) Gorman Rupp T4 or similar	No	1			
4.22		(c) Gorman Rupp T6 or similar	No	1			
4.23		(d) Gorman Rupp T10 or similar	No	1			
		Removal and replacement of Rotating Assembly of Booster pump/Gorman Rupp					
4.24		(a) Gorman Rupp T3 or similar	No	1			
4.25		(b) Gorman Rupp T4 or similar	No	1			
4.26		(c) Gorman Rupp T6 or similar	No	1			
4.27		(d) Gorman Rupp T10 or similar	No	1			
4.28		Re-varnish and bake winding of booster pump	No	1			
4.29		Installation of security steel reinforced doors on pump stations/ pump houses	No	1			
4.30		Supply and installation of burglars proof on windows at pumpstation/ pumphouse	No	1			
4.31		Supply and installation of chain block with all shackles	No	1			
TOTAL CARRIED FORWARD							

Contractor

Witness for Contractor

Employer

Witness for Employer

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
4.32		Welding of all steelwork	No	1			
4.33		Supply 100 KVA Generator for maintenance	p/day	1			
4.34		Supply the trailer unit booster pump up to T6 Gorman Rupp to clean and unblock sewer line	p/day	1			
4.35		Cleaning and removal of grid and penstock on the pumpstation sump	p/day	1			
4.36		Replace 150mm diameter Flanged AVK RSV Gate valve	No	1			
		Electrical					
4.37		Supply and install 3CR12 indoor control panel (up to 22 KW pumps) including 5 float switches	No	1			
4.38		Repair terminal box	No	1			
4.39		Supply and install float switches with st/st 316 chain and float weight completed	No	1			
4.40		Supply, deliver and install a 35mm ² – 4 core 600/1000 V Submersible pump cable to SANS 1507 - 2	m	1			
4.41		Supply, deliver and install a 35mm ² – 4 core armoured PVC bedded SWA PVC sheathed 600/1000V cable to SANS 1507 - 3	m	1			
4.42		Supply, deliver and install a 10mm ² – 4 core armoured PVC bedded SWA PVC sheathed 600/1000V cable to SANS 1507 - 3	m	1			
4.43		Supply and installation of 55KW, 480 V ac, 3 phase soft starter for the pumps	No	1			
4.44		Repair of 55KW, 480 V ac, 3 phase soft starter for the pumps	No	1			
TOTAL CARRIED FORWARD							

Contractor

Witness for Contractor

Employer

Witness for Employer

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY		
BROUGHT FORWARD						
4.45		Supply, deliver & install a floor standing steel (primed and painted) electrical Kiosk box (enclosing electrical panels for 2 submersible pumps and booster pump). Dimensions for electrical kiosk box: L = 2000mm, W = 600mm and H = 1400mm	No	1		
4.46		Supply and installation of V-belts of booster pumps				
		a) 17 x 2150 lp	No	1		
		b) 17 x 2100 li b830	No	1		
		c) 17 x 1650L	No	1		
Sewer Vacuum / Honey Sucker						
4.47		Supply and install new vacuum /honey sucker pump (Jurop PN 45 D or similar)	No	1		
4.48		Repair the hydraulic oil pipe of the high pressure truck and refill with the hydraulic oil	No	1		
4.49		Supply and install hydraulic oil pipe of the high pressure truck and refill with the hydraulic oil	M	1		
4.50		Repair of the 3 bar hydraulic water pipe of the high pressure truck with all fittings	No	1		
4.51		Supply and install hydraulic water pipe of the high pressure truck	M	1		
4.52		Replacement of 200m long and 3 bars hydraulic water pipe	No	1		
TOTAL CARRIED FORWARD						

Contractor

Witness for Contractor

Employer

Witness for Employer

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
BROUGHT FORWARD							
		Wastewater Treatment Works					
4.53		Supply and install 55 KW vertical shaft Aerators on the platform in aeration basin	No	1			
4.54		Repair of 55 KW vertical shaft Aerators on the platform in aeration basin	No	1			
4.55		Supply and install 4 KW vertical shaft mixer in the biological reactor anaerobic	No	1			
4.56		Repair of 4 KW vertical shaft mixer in the biological reactor anaerobic	No	1			
4.57		Supply of 11 KW mixer recycle pump installed in the aeration zone	No	1			
4.58		Repair of 11 KW mixer recycle pump installed in the aeration zone	No	1			
4.59		Repair of gear box and motor of the clarifier/secondary settling tank, lubrication and replacement of bearings	No	1			
4.60		Supply and install up to 9KW self-priming pump	No	1			
4.61		Supply and install up to 9KW self-priming pump	No	1			
4.62		Repair of the Adjustable Weir at the outlet of the biological reactor	No	1			
4.63		Supply and install gate and /butterfly valves (150 – 350mm diameter) at clarifier	No	1			
4.64		Repair of gate and /butterfly valves (150 – 350mm diameter) at clarifier	No	1			
4.65		Supply and install 37 KW soft starter, 400V, 3-Phase and IP00	No	1			
TOTAL CARRIED FORWARD TO SUMMARY							

Contractor

Witness for Contractor

Employer

Witness for Employer

Description	Amount (R)
Schedule 1 : DAYWORKS	
Schedule 2 : GENERAL WORKS	
Schedule 3: WATER SERVICES	
Schedule 4: SANITATION SERVICES	
Sub-Total A	
Value Added Tax at 15% on Sub-Total A	
Total Amount of Bid Carried Forward to Form of Offer and Acceptance	

C2.3 DECLARATION (In respect of completeness of Bid)

GAMAGARA LOCAL MUNICIPALITY
C/o Hendrik van Eck & Frikkie Meyer Roads
Kathu
8446

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document upon which my/our Bid for **CONTRACT NO. GM2021/_____**: **APPOINTMENT OF TWO (2) CONTRACTORS FOR A THREE (3) YEAR MAINTENANCE - MECHANICAL AND ELECTRICAL CONTRACTS FOR WATER AND SANITATION BULK PIPELINES AND PUMPSTATIONS** has been based.

SIGNATURE OF BIDDER/S

Contractor

Witness for
Contractor

Employer

Witness for
Employer

C3 SCOPE OF WORK

PART 1

PS1 GENERAL DESCRIPTION OF THE WORKS

The works to be executed under this contract entails maintenance work including dismantling, removal and storage as well as supply and installation of mechanical and electrical equipment of water and sanitation infrastructure.

A summary of work to be executed are as follows:

1. Boreholes: removal of existing equipment, supply and installation of new equipment
2. Pumpstations and Pumphouses: dismantling, removal, supply and installation of mechanical and electrical equipment
3. Bulk pipelines: removal, supply and installation of pipework, valves and associated work
4. Water and Wastewater Treatment Works: dismantling, removal, supply and installation of mechanical and electrical equipment
5. Reservoirs: dismantling, removal, supply and installation of mechanical and electrical equipment
6. Sewer vacuum truck / honey sucker: dismantling, removal, supply and installation of mechanical and electrical equipment

PS2 DESCRIPTION OF SITE AND ACCESS

Works under this contract are to be executed in GAMAGARA LOCAL MUNICIPALITY, comprising of Kathu, Dibeng and Olifantshoek towns and surroundings.

PS3 CONSTRUCTION PROGRAMME

The works will be scheduled based on the maintenance needs and as in when required.

The penalties for late completion on the agreed time allocated for issued work are indicated in the Contract Data.

PS4 SITE FACILITIES AVAILABLE

PS4.1 WATER SUPPLY

Water is available near the site but the Contractor has to make the necessary arrangements with the Municipality regarding the connection. The water will be metered and paid for by the contractor.

PS4.2 ELECTRICITY SUPPLY

The Contractor will make his own arrangement regarding the connection that will be metered and paid for by the Contractor.

Contractor

**Witness for
Contractor**

Employer

**Witness for
Employer**

PS4.3 HEALTH & SAFETY

The Contractor will make the necessary arrangements to comply with the Occupational Health and Safety Act. This include the registrations required and the appointment of a qualified safety officer on site.

The Contractor shall comply with COVID 19 requirements including but not limited to the following:

- Screening facilities
- Hand and surface sanitising and disinfection
- Social distancing measures
- Isolation/sick bay

No additional compensation will be made for COVID 19 compliance.

PS5 SITE FACILITIES REQUIRED

The successful contractor **MUST** have an office, workshop and yard in the Gamagara Municipality jurisdiction to be able to carry out the work. The office, workshop and yard must be functional, and will be inspected and approved before any work can commence (Conditional appointment).

PS6 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates Bided for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed.

The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Employer for examination, the Contractor shall furnish the Employer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Employer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

PS7 REMOVAL OF EXISTING EQUIPMENT

The Contractor shall give the Employer a minimum of 48 hours' notice of his intent to dismantle existing equipment, where so ordered by the Employer.

The Contractor shall note all aspects relevant to the condition of existing equipment and shall take photographs thereof prior to dismantling, and shall acquire the signature of the Employer agreeing to such conditions. All equipment will be transported to Gamagara Local Municipality and shall be signed off in a triplicate book.

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PS 8 STANDARD SPECIFICATIONS

The applicable SANS 1200 Standardised Specification for this Contract shall be the following:

- SANS 1200 C: Site clearance
- SANS 1200 DB: Earthworks (Pipe Trenches)
- SANS 1200 L: Medium pressure pipelines
- SANS 1200 LB: Bedding (Pipes)
- SANS 1200 LD: Sewers

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PART 2

**VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARDISED SPECIFICATIONS
(SANS 1200 AS LISTED IN PS 8)**

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PS A GENERAL

PS A3 MATERIALS

- **PS A3.1 QUALITY**

All material used in the Works shall bear the SABS mark.

PS A9 REPORTS

The submission of each monthly invoice shall be accompanied by a completed set of photos, equipment return forms and serial numbers of new equipment.

PS C SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Sub-clauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of at a suitable spoil site. The Contractor shall be responsible to make his own arrangements for a suitable spoil site. Trees and stumps necessarily removed shall not be burnt unless authorised by the Employer but shall be cut and stacked at areas designated area.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

The areas to be cleared and grubbed will be indicated by the Employer. Should a portion or the whole of the site have been cleared and grubbed by others prior to the start of construction then no clearing and grubbing will be ordered or payment made with respect to the applicable portion of the site.

PS C3 PRESERVATION OF TREES

The penalty in respect of every individual tree, designated as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PD PUMPS AND POWER UNITS

PD1 SCOPE

This sub-section includes all work related to the installation of equipment including but not limited to the following:

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- Positive displacement pumps
- Submersible pumps and associated electrical work
- Sewerage pumps
- and all associated electrical work

The service to be rendered is the provision, installation, erection and commissioning of all the equipment and appurtenant works.

PD3 REMOVAL OF EXISTING EQUIPMENT FROM BOREHOLES

In cases where the boreholes listed are presently equipped (power head, engine and shelter), all such equipment shall be carefully dismantled by the contractor and stored securely at the Contractors' camp, all to be handed over to the Employer.

Where boreholes are sealed, the Contractor shall remove these entirely and demolish the seals. All such debris shall be dumped at spoil sites indicated by the Engineer.

The Contractor will only be permitted to expose the boreholes immediately prior to equipping such boreholes as instructed by the Employer and shall at all times exercise great care to prevent the ingress of debris or any foreign material into the borehole.

PD4 DESIGN, MEAUREMENTS AND RECORDS

PD4.1 Prior to the ordering of any materials to be used, the Employer shall review the material lists produced by the Contractor, specifying the equipment to be installed at each installation.

The contractor shall, before ordering any equipment, verify the specific selection of equipment with the supplier.

The Contractor must proceed with the immediate ordering and/or installation of the specified equipment after approval of these lists.

PD4.2 Prior to equipping of boreholes, the Contractor shall measure and record the Diameter of the borehole at natural ground level, the static water level (in metres below ground level), the depth of the casing and the total depth (in metres below ground level). These measurements shall be verified with the Employer prior to equipping of such borehole.

PD8 BOREHOLE PUMPS

Pumps shall be of the type specified and be self-priming, positive displacement rotary type, vertical spindle borehole pump, suitable for pumping potable water to a concrete reservoir or elevated tanks. Solar powered positive displacement pumps are also to be considered for installation.

- i) Column piping shall be standard galvanised medium class water piping. Column stabilisers shall be fitted to at least every fourth column pipe to secure a neat fit against the borehole perimeter. During assembly of pipe columns, the pipe area 300 mm above and below each socket shall be covered with a

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protective coating of bitumen base paint, following securing of the socketed joint.

- ii) The inlet of the pump unit shall be fitted with a suitable strainer.
- iii) The discharge head shall incorporate the pulley housing and shall be mechanically safeguarded against incorrect direction of rotation. The discharge head shall be provided with a cast iron or fabricated steel bed plate fixed to a concrete foundation block of adequate size by means of suitable anchor bolts.

Electrical driven pumps shall be accurately aligned on an integral steel frame according to installation instructions of the pump manufacturer and shall allow adjustment in any direction on the horizontal plane for both engine and pump. Length of V-belts shall be as recommended by the pump manufacturer. A detachable steel plate guard, painted red, shall cover the entire V-belt drive. Provision to be made for adjustment of the guard to suit occasional V-belt tension adjustments.

- iv) After installation of all mechanical and electrical equipment, the supplier must check the alignment of the pumps as well as starting and commissioning of the pump installations. When satisfied, the supplier shall issue a certificate stating that the installation complied with the manufacturer's specifications.
- v) A metal identification plate shall be attached to the discharge head with the following information embossed there-on: Make and model no. (pump and discharge head), Serial no. (pump and discharge head, driven rotational speed (rpm), delivery (l/s) and head (kPa).

- **PD8.1 Positive displacement borehole pump elements**

- (a) Bell-mouth pump bodies are not acceptable.
- (b) Elements must be fitted with at least one (1) spider bearing.

- **PD8.2 Complete columns**

- (a) Columns with a diameter less than 65 mm shall be manufactured from medium galvanised tubing according to SANS 62 specification.
- (b) Columns with a diameter of 65mm or more shall be manufactured from heavy wall tubing with a 4,85 mm minimum wall thickness according to SANS 62 specification.
- (c) Bell-mouth columns are not acceptable.
- (d) Columns must include sockets, shafts and bobbin bearings.
- (e) A sufficient quantity of lubricant, as prescribed by the manufacturer, shall be included. (minimum 500 ml).

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- (f) All threads shall be parallel truncated.
- (g) Sockets shall be precision machined from seamless heavy wall tubes.
- (h) Standard galvanised sockets for sizes above 25 mm diameter are not acceptable.
- (i) Sockets: Outer diameter and length of sockets

Size	Outer diameter	Length
40 mm	54	76
50 mm	70	76
65 mm	89	90
80 mm	100	100
100 mm	126	100

- (j) All pipes shall be tested in accordance with the applicable SANS specification by the pipe manufacturer.
- (k) The Manufacturer's name/logo and inspection number shall be stamped on the pipes and sockets.
- (l) A socket shall be fitted on the one end of the pipe after pipe sealant has been applied. The open thread at the other end shall be protected by means of a thick wall plastic cap. The manufacturer's stamp must be visible.

- **PD8.3 Drive heads**

- (a) Light duty drive heads for motor/engine size up to 5,5 kW absorbed power. Heavy duty drive heads for motor/engine size over 5,5 kW. Refer to manufacturer installation instructions. All drive heads shall be supplied complete with discharge base, bearing assembly, pulley, adapter column, top rod, gland packing, gland follower, flanges if required and all fasteners.

- **PD8.4 MATERIALS**

The following items shall be manufactured from the material as indicated against the relevant item.

Strainer	Galvanised mild steel
Stator	Nitrile rubber
Rotor	Alloy steel (EN8 HCP)
Flexible shaft	Stainless steel (EN57)
Spider bearing	Lumenite or Nitrile rubber
Borehole pump drive shafts	Carbon steel (070M20) (EN 3B)

PD9 SUBMERSIBLE PUMPS

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PD9.1 Submersible pumps shall be properly insulated and provided with an adequate lightning protection system. Bidders are required to state which lightning protection system would be provided.

PD9.2 Submersible positive displacement pumps shall have a single rotating rotor in a resilient rubber stator. The rotor shall be hard chrome plated with a stainless steel pump casing.

PD9.3 Submersible centrifugal pumps shall be suitable for either 220 volt or three phase 380 volts.

PD9.4 Metal identification plates shall be fixed to the outside of the electrical control box. The following information shall be embossed on it : Pump make and model no, Serial no, Rotation speed (rpm), delivery (l/s), head (kPa).

PD10 ANCILLARY PIPEWORK

All Sedibeng Water standards must be taken into consideration.

PD11 EQUIPMENT

All equipment should be installed according to the prescribed specifications. Sizes of bases and plinths should be as the DWS standard specifications. Civil work should be constructed as per the applicable specifications.

The holding down bolts of diesel engines shall have a longer thread than required for proper installation, and shall be supplied with two nuts each. One nut shall be used to anchor the engine to the frame, while the second shall be screwed-on and spot-welded to the upper end of the threaded bar.

PD12 ELECTRIC MOTORS

PD12.1 Electric motors shall comply with SANS 0157, Part 1, for quality, and SANS 948, Part 1 (1978) for performance. Insulation of motors shall be class "F" to BS2757.

PD12.2 Motors up to 3 kW shall be fan cooled single phase, 220 Volt, 2-pole, 50 Hz, TEFC induction motor suitable for D.O.L. starting.

PD12.3 Motors between 3 kW and 5 kW shall be fan cooled, aluminum framed, foot mounted, 400 Volt, 3-phase, 50 Hz, TEFC type, squirrel cage induction motors suitable for D.O.L. starting and be suitable for Star Delta starting when the rating exceeds 5 kW.

PD12.4 Pulleys supplied with motors shall be between 102 mm and 259 mm, be 2-grooved B-sectional taper-lock pulleys and be supplied complete with suitable fan belts. The rate Bided for the motors shall be deemed to include for the pulley and fan belts.

PD12.5 Metal identification plates shall be attached to the motors, with the

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following information embossed there-on : Make and model number, serial no, insulation class, frame type, rotation speed (rpm), power Output (kW) and current at duty point (A).

PE ELECTRICAL SPECIFICATIONS

PE1 LOW VOLTAGE ELECTRICAL INSTALLATION

PE1.1 Scope of Electrical Installation

This section includes the design, manufacture, supply, delivery, offloading, storing if necessary, erection, painting, commissioning, testing and maintenance during the Maintenance Period, and final handing-over of all necessary electrical equipment for the electrical.

The works in general comprise of the following:

- Supply and installation of the feeder cables from the metering kiosk to the MCC's.

- Supply and installation of motor control centres.
- All control cabling associated with the installation.
- Complete electrical installation in each pumphouse.
- Complete earthing of each electrical installation in all pumphouses.
- Supply, installation and commissioning of all instruments.
- Supply and installation of flow and pressure switches.
- Supply and installation of all telemetry equipment inclusive of antennas and earthing thereof.

- Supply of workshop drawings in electronic format (DXF).
- Supply and installation of PLC equipment and the programming thereof.

- Testing and commissioning of the complete works.
- Maintenance of existing MCC's.

PE1.2 Notices

The contractor shall issue all notices and make the necessary arrangements with the supply authorities with respect to the installation. The contractor will further take full responsibility for any damages caused to existing services, and will be held responsible for the cost of repairs.

The contractor shall issue all notices regarding switching operations to

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consumers affected by such operations.

PE1.4 General Requirements

PE1.4.1 Standards

All material and equipment supplied and/or installed under this Contract shall be new and of good quality and shall comply with the requirements laid down in the latest editions of the relevant SANS, BS or IEC Specifications and their amendments (if any) and the requirements of this specification.

In the event of items bearing the SANS mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable. The workmanship and finish of work shall be of a high standard throughout and to the satisfaction of the Employer.

Similar equipment supplied under this contract must be identical in all respects and it shall be possible to interchange any of the same equipment under this contract.

All auxiliary equipment must also be identical including items such as contactors, fuses, motors, fans, method of wiring, numbering of wires, relays, indication lamps, instruments, and other parts.

PE1.4.2 Compliance with Law and Regulations

The work shall be carried out strictly in accordance with and all material and equipment supplied shall comply with the following laws and regulations where applicable:

(a) the latest edition of the "Code of Practise for the Wiring of Premises", SANS 0142, as amended;

(b) the Machinery and Occupational Safety Act (Act No 6 of 1983) as amended;

(c) the "Electrical Supply By-laws and Regulations" of the Supply Authority;

(d) the local Fire-Office Regulations;

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(e) "The Code of Practise for the Installations and Maintenance of Electrical Equipment used in Explosive Atmospheres" (Regulation 24272).

The Contractor shall be responsible for serving all notices and paying all fees due to terms of the above laws and regulations.

Where conflict exists between any of the above regulations and the specifications, the said conflict must be referred to the Employer in writing for his ruling.

PE1.5 Radio and TV Interferences

All equipment installed under this Contract shall comply with the Government Notice No R.2246 and any other applicable rules and regulations in respect of radio and TV interferences. Any equipment found producing interference subsequent of commissioning shall be suppressed or replaced to the satisfaction of the Employer without any additional cost.

PE1.6 Site Conditions

The electricity supply system will be a 400/230V, 50Hz, three-phase, four wire system with solidly earthed neutral and all material and equipment supplied and installed under this contract shall be rated, designed and manufactured for satisfactory operation on this system.

It must be noted that severe voltage surges and/or spikes may be experienced on the electricity supply system due to lighting or switching operations and where necessary the Contractor shall provide the necessary protective devices against such surges and spikes for the equipment supplied and installed by him with special reference to electronic devices.

PE1.7 Cables

PE1.7.1 Scope

This is a standard specification for the supply and installation of underground cables.

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PE1.7.2 Applicable Standards

- i. SANS 0198:
 Code of practice for the selection, handling and installation of electrical power cables of rating not exceeding 33kV.
- ii SANS 1507
 Polyvinyl chloride (PVC) – insulated electric cables

PE1.7.3 Requirements

- **General**

Low voltage cables shall be 600/1000V PVC insulated, PVC bedded, steel wire armoured, PVC sheathed with copper or aluminium conductor. All low voltage cable shall conform to SANS 1507-1990.

All cable supplied under this contract shall be new.

The cables shall be able to sustain continuous conductor temperatures of 70°C. The insulation of the cable shall further withstand conductor temperatures of up to 160°C for 1 second during short circuit conditions.

- **Joints**

Joints shall only be permitted in low voltage cables if approved by the Employer.

Joint kits shall be of the resin filled type, and shall be "Pratley" or approved equivalent.

The resin filled joint shall comprise of a self-sealing plastic mould of high mechanical strength and sufficient connector space. The exact amount of cold hardening resin shall be provided in a two compartment plastic bag, and shall have minimum shrinkage. The mould and resin shall be completely waterproof and non-hygroscopic and shall be resistant to ultraviolet radiation.

- **Cable Ends**

All low-voltage cables shall be terminated with "PRATLEY" or equivalent cable glands, with neoprene or PVC shrouds of the correct size

The armouring of the cable shall be bonded to the earth system at each cable end.

The individual cable cores shall be connected to the busbars or the connecting terminals by means of sweated or crimped cables lugs of the correct size. The right size of crimping die shall be used in the crimping apparatus for each size of cable lug.

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PE1.7.4 Transportation and Storage of Cables

All cables shall be transported and stored as specified in Part VI of SANS 0198: 1988.

PE1.7.5 Tests

The following test shall be carried out on site in the presence of the Employer after the installation of the cables. All test results shall be submitted to the Employer.

- a) Phases
- b) Cable continuity
- c) Megger (1000V) (LV cable).

PE1.7.6 Installation of Cables

Excavations

All cable trench excavation and backfilling shall be in accordance with this specification.

Low voltage cables shall be installed at a depth of 600mm from final ground level to the top of the cable. For any deviation from the depths for the installation of cable specified, written approval shall be obtained from the Employer. The cable trench shall be 300mm wide for one to three cables, and the width shall increase where more than three cables are installed in one trench.

Excavation of trenches may be done either by mechanical excavators or by hand.

The definitions regarding excavation is as follows:

- i. **PICKABLE SOIL:** Shall mean hand pickable soil and includes loose gravel, clay, backfilled soil, loose or soft shale, loose literati and rocks less than 75mm dia.
- ii. **SOFT ROCK:** Shall mean rock which is hand-pickable including hard shale, dense literati and rocks exceeding 75mm in dia. to 0.03cubic meter volume.
- iii. **HARD ROCK:** Shall mean granite, quarts sandstone, slate

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and stone of similar hardness as well as rocks exceeding 0.03 cubic meter volume.

Explosives may only be used for the purpose of excavations with written permission from the Employer. The Electrical Contractor will remain responsible for all work done / damage caused by the use of explosives. The Electrical Contractor shall further ensure that all work done with explosives shall comply to all conditions, regulations and requirements imposed by governing bodies.

The bottom and sides of trenches must be smooth and shall have no sharp dips or rises, which may cause tensile forces in the cable during backfilling or compaction. Backfilling may only commence after a trench has been inspected and approved by the Employer.

All backfilling shall be done in layers of 200mm. Each layer shall be damped and compacted mechanically to achieve a 90% MOD AASHTO density. The first layer of 200mm of backfilling shall be sifted soil, of which 100mm below and 100mm above the cable. The remaining backfill shall comprise of previously excavated material from which all large rocks, stones and rubble have been removed.

Contractors are to take note of complying with the provisions of the Occupational Health and Safety Act, 1993, regarding excavations.

Excavations, cable laying and backfilling operations shall be programmed to minimise damage and inconvenience to people due to open trenches, holes, dumped soil and stones. No cable trenches may be open for more than 2 consecutive days.

- **General**

All cables shall be removed from the drums in such a manner that the cable is not subjected to mechanical damage, twisting or tension exceeding that stipulated by the cable manufacturer. The cables must be adequately supported during the installation process. Particular care must be exercised where cables are drawn through pipes and ducts to avoid abrasion, elongation or distortion of any kind. All cables shall be installed in accordance with Part VIII of SANS 0198: 1988.

PVC cable marking tape, 100mm wide shall be supplied and installed 400mm above all cables. The wording "Danger – Electrical Cable Below" shall be printed on all cable marking tape.

PE1.7.7 Cable Sleeves

All cable sleeves for electrical cables shall be supplied by the contractor and delivered and off-loaded on site. The following types of sleeves shall be supplied:

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For low voltage cables (road crossings): 110mm dia uPVC sleeves. uPVC sleeves shall comply to SANS966, Class 4, and shall bear the SANS mark.

It shall be the responsibility of the Electrical Contractor to ensure that all sleeves are correctly installed. The ends of all sleeves shall be sealed with paper plugs before backfilling may commence.

PE1.7.8 Co-ordination with other services

The electrical services have been positioned to accommodate the execution of the works during or after the civil works have been completed in a specific area.

Where electrical cables cross other services such as water pipes, sewerage pipes, other electrical cables, pilot cables and telephone cables or where others may damage cables during excavations, the electrical cables shall be protected with reinforced concrete slabs. The concrete slab shall protect the cable for at least 0.5m in both directions of the crossing.

Should the electrical contractor damage any service previously installed by the civil contractor, he will be held liable for the cost of the repair, unless it is found that the particular civil service was not installed as per the co-ordinated drawings. It is the responsibilities of the Electrical Contractor to obtain up-to-date drawings from the Civil Contractor to establish where other services have been installed.

PE1.9 Power and Lightning Installation of Buildings

2,5 mm sq PVC insulated copper conductor shall be used for lighting installation in buildings.

Switchsocket outlets shall be hose-proof with a rating of 16A and installed at positions indicated on the drawings (similar to Lewden 16A type or approved equivalent).

Three phase socket outlets shall have a rating of 40A, shall be hoseproof, and are for welding applications. Outlets shall be similar to the Waco type.

4mm² and 6mm² PVC insulated copper conductor shall be used for single and three phase socket outlets as indicated on the drawings.

All conduits for power and lighting shall be galvanised and surface mounted. Lightning Protection of the Pump station Buildings shall be in accordance with SANS 03 – 1985.

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Schedule of Luminaires

Type Number	Description
F	Fluorescent fitting – Phillips 2 x 36 Watt Pacific TCW

PE1.10 Danger Signs and Notices

The following notices shall be provided and mounted against walls inside pump station buildings:

- 1) A notice prohibiting unauthorised persons from handling or interfering with electrical apparatus.
- 2) A notice containing directions as to resuscitation of persons suffering from the effects of electrical shock.

Part C4: Site Information

Site information will be provided based on the identified maintenance task or assignment to be executed.

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ANNEXURE A: CIDB STANDARD CONDITIONS OF TENDER

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Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the Bidder and all their agents and employees involved in the Bid 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. Bidders shall declare any potential conflict of interest in their Bid 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 Bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a Bidder shall not submit a Bid without having a firm intention and the capacity to proceed with the contract.

F.1.2 Bid Documents

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

F.1.3 Interpretation

F.1.3.1 The Bid data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of these conditions of Bid.

F.1.3.2 These conditions of Bid, the Bid data and Bid schedules which are only required for Bid evaluation purposes, shall not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions of Bid, 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 organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **comparative offer** means the Bidder's financial offer after all Bided parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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 Bid process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any Bid offer

F.1.5.1 The employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a Bid process or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of work within a period of six months unless only one Bid was received and such Bid was returned unopened to the Bidder.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive Bidders, or not less than three responsive Bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the Bid data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that Bids be clarified, specified and fine-tuned in order to improve a Bidder'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.

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F.1.6.2.3 At the conclusion of each round of negotiations, Bidders shall be invited by the employer to make a fresh Bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive Bidders to submit Bid offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate Bids received during the second stage in terms of the method of evaluation stated in the Bid data, and award the contract in terms of these conditions of Bid.

F.2 Bidder's obligations

F.2.1 Eligibility

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the Bidding 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 Bidder to submit a Bid offer and obtain the employer's written approval to do so prior to the closing time for Bids.

F.2.2 Cost of Bidding

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

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F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.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 Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid offer

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

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

F.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.

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid offers

F.2.12.1 Unless otherwise stated in the Bid data submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a Bid offer

F.2.13.1 Submit one Bid offer only, either as a single Biding entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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.

F.2.13.4 Sign the original and all copies of the Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that Bid offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Bid data.

F.2.14 Information and data to be completed in all respects

Accept that Bid 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.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

F.2.16 Bid offer validity

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

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

F.2.16.3 Accept that a Bid 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 Bids that a Bid is to be withdrawn or substituted.

F.2.16.4 Where a Bid submission is to be substituted, submit a substitute Bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of Bid offer after submission

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Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid 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 Bidders or substance of the Bid offer is sought, offered, or permitted.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Bid offer, the Bidder'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 Bidder 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 Bid offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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.

F.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.

F.2.22 Return of other Bid documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Bidder

F.3.1.1 Unless otherwise stated in the Bid Data respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Bidder to submit a Bid 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;

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- 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.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date the Bid documents are available until three working days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, shall then notify all Bidders who drew documents.

F.3.3 Return late Bid offers

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

F.3.4 Opening of Bid submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main Bid offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders’ agents who choose to attend at the time and place stated in the Bid data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

F.3.8.2 A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid 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 Bidder's risks and responsibilities under the contract, or
- c) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

F.3.9.2 Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner in F.3.9.1.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of Bid offers

F3.11.1 General

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Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank Bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer. 2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preference. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score Bid evaluation points for financial offer. 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preference. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable bid offer.

P = the comparative offer of Bid offer under consideration.

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F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of bid offer

Accept the bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- 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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the bid data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Notice to unsuccessful bidders

F.3.14.1 Notify the successful bidder of the employer's acceptance of this bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period.

F.3.14.2 After the successful bidder has been notified of the employer's acceptance of the bid, notify other bidders that their Bid offers have not been accepted.

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

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

F.3.15.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract (Service Level Agreement)

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Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the Bidder to submit, after acceptance by the employer, shall be included.

F.3.17 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.

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

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

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