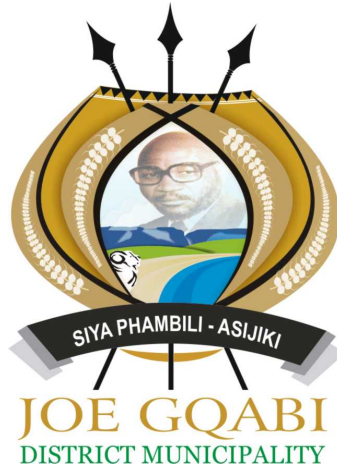


# JOE GQABI DISTRICT MUNICIPALITY

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**CONTRACT NO.: RE-ADVERTISEMENT: JGDM2023/24-025**

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A  
PERIOD OF THREE YEARS**

## **TENDER DOCUMENT**

<b>NAME OF TENDERER:</b>
<b>TENDER AMOUNT:</b> (Including VAT, Escalation and Contingencies)
<b>CLOSING DATE:</b>
<b>SARS PIN:</b>
<b>CLOSING TIME:</b>

### **EMPLOYER:**

The Municipal Manager  
Joe Gqabi District Municipality  
Private Bag X102  
BARKLY EAST  
9786

## NOTICE TO TENDERERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A tender not complying with the peremptory requirements stated hereunder will be regarded as not being an “*Acceptable Tender*”, and as such will be rejected.

“*Acceptable Tender*” means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender 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. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate
2. If any pages have been removed from the tender document, and have therefore not been submitted, or a copy of the original tender document has been submitted.
3. Failure to complete the Bill of Quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over error and painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the tender.
5. The use of correction fluid (i.e. tippex/correctional fluid) or any erasable ink, e.g. pencil.
6. Non-attendance of compulsory information session.
7. The tender has not been properly signed by a person having the authority to do so. (Refer to Declaration)
8. Particulars required in respect of the tender have not been completed. Except if information required on a Preferential Point System in respect of Broad Based Black Economic Empowerment Systems, is not completed, the tender will not be disqualified but no preference points will be awarded.
9. Tenderers must note that only information filled in at the spaces provided therefore in the tender 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 tender. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of tenders.**
10. The Tenderers attempting to influence or has in fact influenced the evaluation and/or awarding of the contract.
11. The tender has been submitted either in the wrong tender box or after the relevant closing date and time.
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated Employer (see definition in Schedule 23, page 94) that it complies with the Employment Equity Act No 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the Tenderers or any of its directors / members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all latest relevant municipal accounts of the tendering entity, or in the case of Joint Ventures each entity constituting the Joint Venture, must be attached to this tender).
14. If any Tenderer whom 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 Tenderer that performance was unsatisfactory.
15. 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 (agent) contracted with the municipality in respect of contract that would cause a conflict of interest.
16. The Tenderer will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher, as required in this tender documentation.

**Tender**  
**General Tender Information**

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17. Tender offers will be rejected if the Tenderer or any of his directors is listed on the Register of Tender Defaulters, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
18. Tender offers will be rejected if the Tenderer has abused the JGDM's Supply Chain Management System.
19. Non submission of financial statements, if required. **(SEE TENDER DATA OR PRICING SCHEDULE)**
20. If the following have not been fully completed and signed:

A20	Declaration of Validity of Information Provided
A21	Declaration of Interest (MBD4)
A22	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
A23	Declaration for Procurement above R10 million (VAT included)
A24	Certificate of Independent Tender Determination (MBD 9)

**NOTE:**

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

- CLIENT, EMPLOYER, JOE GQABI DISTRICT MUNICIPALITY (JGDM)
- TENDER, BID AND VARIATIONS THEREOF
- JOINT VENTURE / CONSORTIUM
- EMPLOYER'S AGENT / ENGINEER
- SANS / SABS

JOE GQABI DISTRICT MUNICIPALITY

DEPARTMENT NAME: WATER SERVICES PROVISION

CONTRACT NO.: RE-ADVERTISEMENT: JG

TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERING ENTITY: .....  
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER: .....

FAX NUMBER: .....

E-MAIL ADDRESS: .....

CONTRACT PRICE:R.....  
.....  
(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Tendering 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.***

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: RE-ADVERTISEMENT: JG

TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	:	4 <sup>th</sup> October 2023
<b>CIDB CONTRACTOR GRADING</b>	:	7EP
<b>CLARIFICATION MEETING</b> (compulsory)	:	23 <sup>rd</sup> October 2023at11H00 AM (compulsory)
<b>VENUE FOR CLARIFICATION MEETING</b>	:	Committee Room, Joe Gqabi District Municipality Offices, <b>CNR Cole and Graham Street</b> in Barkly East
<b>CLOSING DATE</b>	:	17 <sup>th</sup> November 2023
<b>CLOSING TIME</b>	:	12H00
<b>CLOSING VENUE</b>	:	Tender Boxes situated at JOE GQABI DISTRICT MUNICIPALITY Office Building, Corner of Cole & Graham Streets, Barkly East.
<b>INSTRUCTIONS</b>	:	Sealed tenders endorsed on the envelope with the Tenderer's name and the contract number, (completed in all respects, including C.1.1 Form of Offer) plus any additional supporting documentation must be placed into the tender box. The Name and Address of the Tenderer shall appear on the back of the envelope.
<b>DATE OF THE OPENING OF TENDERS</b>	:	17 <sup>th</sup> November 2023
<b>TIME OF THE OPENING OF TENDERS</b>	:	12H00
<b>VENUE OF THE OPENING OF TENDERS</b>	:	Joe Gqabi District Municipality Offices, <b>CNR Cole and Graham Street</b> in Barkly East

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

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## Part T1: Tendering Procedures

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JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: RE-ADVERTISEMENT: JG

**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**TENDER NOTICE**

Tenders are hereby invited from suitably qualified and experienced Service Providers for the Re-advertisement of Telemetry System Installations and Maintenance for Joe Gqabi District municipality for a period of three (3) years

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CIDB GRADING	CLOSING DATE
Re-advertisement: JGDM2023/24 -025	Telemetry System Installations and Maintenance for Joe Gqabi District municipality for a period of three (3) years	Date: 23 <sup>rd</sup> October 2023 Time: 11H00am Venue: Joe Gqabi District Municipality offices, CNR Cole and Graham Street, Barkly East.	7EP	17 <sup>th</sup> November 2023

Bid documents will be available from the [www.etenders.gov.za](http://www.etenders.gov.za) and the Joe Gqabi District Municipality website <https://jgdm.gov.za/>. Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from 4<sup>th</sup> of October 2023 upon payment of a non-refundable fee of R 500.00 (Five Hundred Rand) for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019). Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on **23<sup>rd</sup> October 2023 commencing at 11:00 am Joe Gqabi District Municipality offices, CNR Cole and Graham Street.**

Completed bid documents must be placed in a sealed envelope clearly marked "**TENDER NO: RE-ADVERTISEMENT: JGDM2022/23-025: TELEMETRY SYSTEM INSTALLATIONS AND MAINTENANCE FOR JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.**" These must be deposited the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of **12H00 on 17<sup>th</sup> November 2023**, when tenders will then be opened in public. All tenders must be deposited in the tender box either by Bidders' representative or courier services, no municipal official will take responsibility to deposit any bidders' documents into the tender box situated at the address mentioned above.

**EVALUATION CRITERIA**

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions,



bids will be subjected to functionality criteria and bids that scores less than **68 out of 85 points** will be considered non-responsive.

It is prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database; must be registered, registration can be done online via their website at <https://secure.csd.gov.za>.

### **PRICE AND SPECIFIC GOALS**

PRICE : 80  
SPECIFIC GOALS: 20

It must be expressly understood that the Municipality disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way, are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- i) **NB: No Tenders will be considered from persons in the service of the state.**
- ii) **The Joe Gqabi District Municipality Supply Chain Management Policy will apply.**
- iii) The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
- iv) The standard tender conditions will apply.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.
- vi) All pages must be signed where necessary.
- vii) Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed.
- viii) Bids submitted are to hold good for a period of 90 days after the closing date.
- ix) Bid documents must remain intact.
- x) Use of Tippex will render the bid non- responsive.
- xi) Bidders must be registered on National Treasury's Central Supplier Database (CSD).
- xii) Maximum points of 20 points will be awarded to tender for specific goals for the Tenderer. Points scored on specific goals will be added to the points scored for price.
- xiii) SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate.
- xiv) Recommended bidder will be required to submit proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only) FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY before the award of tender.
- xv) Declaration pages must be fully completed and signed.
- xvi) Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
- xvii) Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted if established during the past three years or prior.
- xviii) Certificate of good standing for workmen's compensation to be submitted with the tender.
- xix) Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. Bongani Makehle (WSP Manager) by e-mail to [bonganim@jgdm.gov.za](mailto:bonganim@jgdm.gov.za) during normal office hours (08H00 to 15H45, Monday to Friday).

SCM-related enquiries should be directed to Mr Thando Sindaphi (Technical Co-ordinator Demand) at Joe Gqabi District Municipality by email to: [thandos@jgdm.gov.za](mailto:thandos@jgdm.gov.za) during normal office hours (08H00 to 15H45, Monday to Friday).

Issued by



Mr. M. P Nonjola  
Municipal Manager  
Joe Gqabi District Municipality

The Scope of the project includes but is not limited to the following:

- 1) Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational telemetry system to approximately 50 sites.
- 2) Supply, install, repair, upgrade and maintain existing and newly installed telemetry management system.

*Table 1 Site with telemetry installed.*

▪ Potable water sites	≈	106
▪ Digi-peater / Repeater sites	≈	3
▪ Sanitation Pump Station (SPS) sites	≈	0
▪ Booster/Sewer Pump Station sites	≈	0
▪ Water Treatment Works	≈	10
▪ Wastewater Treatment Works	≈	0
▪ Reservoirs online instruments	≈	106
▪ Pump Stations online instruments	≈	25

**Tenderers must additionally take notice of the following:**

- An approved formal surety will be required.
- A valid ISO 9001:2015 Certification of the Tenderer must be submitted.
- A valid OHSAS 18001 or ISO 45001 Valid Certification of the Tenderer must be submitted.
- A valid ICASA Independent Communications Authority of South Africa of the Tenderer must be submitted.
- Certificate of good standing for workmen's compensation to be submitted with the tender.
- Tenderer to submit with his/her tender the company profile, proof of company registration and certified ID copies of owners/directors of the company.
- Originally, certified copies should not be older than three (3) months.
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- The successful Tenderer will have to supply surveyed co-ordinates of the as-built information on completion of the project.
- Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
- The Employer (Joe Gqabi District Municipality) does not provide insurance.

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**INVITATION TO TENDER**

THE FOLLOWING PARTICULARS **MUST** BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER		
POSTAL ADDRESS		
STREET ADDRESS		
TELEPHONE NUMBER	CODE :	NUMBER :
CELLPHONE NUMBER		
FACSIMILE NUMBER	CODE :	NUMBER :
E-MAIL ADDRESS		
VAT REGISTRATION NO.		
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?		
YES		NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?		
YES		NO
<i>NOTE : (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</i>		
IF <b>YES</b> , WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]		
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
A REGISTERED AUDITOR APPROVED BY THE INDEPENDENT REGULATORY BOARD OF AUDITORS (IRBA)		
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?		
YES [IF YES ENCLOSE PROOF]		NO

SIGNATURE OF TENDERER: .....

DATE: .....

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: .....

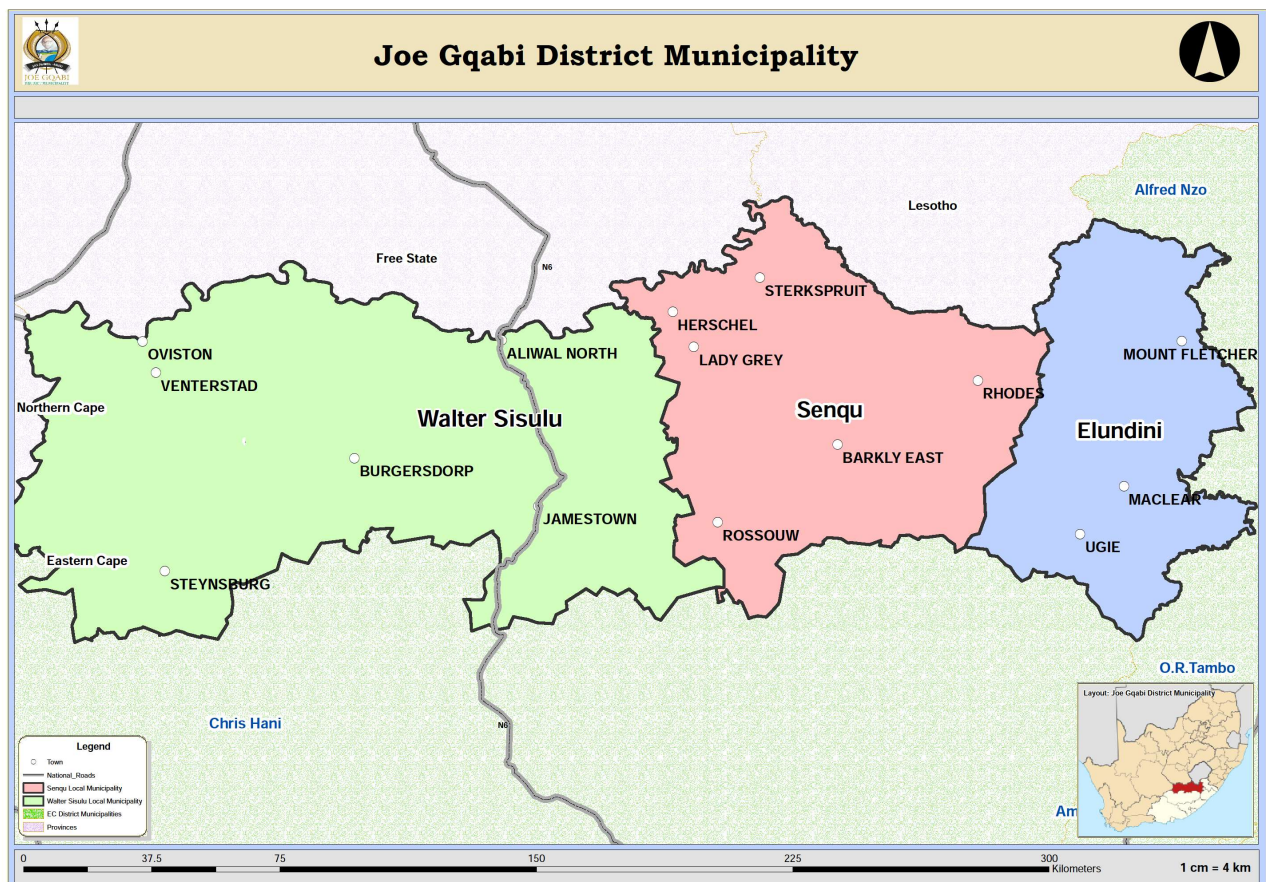


JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: RE-ADVERTISEMENT: JG

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

T1.1.1 LOCALITY PLAN



JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## T1.2 TENDER DATA

Tender data is covered in three sections:

- T1.2.1 refers to the Standard Conditions of Tender;
- T1.2.2 lists the Variations to the Standard Conditions of Tender; and
- T1.2.3 covers the Additional Conditions of Tender.

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Standard Conditions Of Tender of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za) ).

Standard Conditions of Tender

*Note:*

- 1 These Standard Conditions of Tender are similar to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

## F.1 GENERAL

### F.1.1 Actions

**F.1.1.1** The Employer and each Tenderer submitting a tender offer shall comply with the conditions of tender. 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 anti-competitive practices.

**F.1.1.2** The Employer and the Tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exist 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 included direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*
- F.1.1.3** The Employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) Conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or 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.
- b) comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken in to consideration;
- c) corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;
- e) organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

**F.1.4 Cancellation and Re-Invitation of Tenders**

**F.1.4.1 An organ of state may, prior to the award of the tender, cancel a tender if-**

- a)** due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b)** funds are no longer available to cover the total envisaged expenditure; or
- c)** no acceptable tenders are received.

**F1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

**F.1.5 Procurement procedures**

**F.1.5.1 General**

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

**F.1.5.2 Competitive negotiation procedure**

**F.1.5.2.1** Where the tender data require that the competitive negotiation procedure is to be

followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

**F.1.5.2.2** All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter 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 tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offer or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.5.2.3** At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.5.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

**F.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

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

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

### **F.2.3 Check documents**

Check the tender 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 tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**



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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender 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 Tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

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

**F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered 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 tender 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 tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a Joint Venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returned 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.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the

Employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as Joint Ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages a "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

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

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

position of Tenderers or substance of the tender offer is sought, offered, or permitted.

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

#### **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 tender offer, the Tenderer's commercial position (including notarized Joint Venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it can not be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender 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 tender data.

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

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

#### **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 tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The Employer's undertakings**

#### **F.3.1 Respond to requests from the Tenderer**

**F.3.1.1** Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual

- firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

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

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

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

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

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

**F.3.4.4** Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.5 Non-disclosure**

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

### **F.3.6 Grounds for rejection and disqualification**

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

### **F.3.7 Test for responsiveness**

**F.3.7.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

### **F.3.8 Arithmetical errors, omissions and discrepancies**

**F.3.8.1** Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.8.2 The Employer must correct the arithmetical errors in the following manner:**

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rates 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 Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

### **F.3.9 Clarification of a tender offer**

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

### **F.3.10 Evaluation of tender offers**

#### **F.3.10.1 General**

Appoint an evaluation panel or not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.10.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for Specific Goals
- 3) Add the points scored for price and Specific Goals.

**F.3.10.3 Method 2: Functionality, Price and Preference**

In the case of functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference points system for acquisition of services, works or goods up to Rand value of R 50 million

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

**Where :**

***Ps*** = Points scored for comparative price of tender or offer under consideration;

***Pt*** = Comparative price of tender or offer under consideration; and

***Pmin*** = Comparative price of lowest acceptable tender or offer.

4) (a)(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with value Less than R30000, if and when appropriate.

4) (b) A maximum of 20 points relating to specific goals will be allocated in accordance with Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations 2022, Reg 4(2) and (3).

4) (c) Subject to Reg 4(4) of the PPR 2022 the contract must be awarded to the tender who scores the highest total number of points.

### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_p \times A$$

**Where:**

$N_{FO}$  is the number of tender evaluation points awarded for price.

$W_p$  is the maximum possible number of tender evaluation points awarded for price as stated in the tender data.

$A$  is number calculated using the formula and option described in Table F.1 as stated in the tender data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option1 <sup>a</sup>	Option2 <sup>a</sup>
1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$
$P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### F.3.11.8 Scoring preferences

Points relating to specific goals will be allocated in accordance with Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations 2022, Reg 4(2) and (3).

### F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_q = (W_q \times S_o) / M_s$$

**Where:**

$S_o$  is the score for quality allocated to the submission under consideration;

$M_s$  is the maximum possible score for quality in respect of a submission;

$W_q$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the

tender data

### F.3.12 Insurance provided by the Employer

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

### F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the

contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

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

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

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

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

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

#### **F.3.16 Notice to unsuccessful Tenderers**

**F.3.16.1** Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

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

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

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

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

#### **F.3.19 Transparency in the procurement process**

**F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

**F.3.19.2** The Employer must adopt a transparency model that incorporates the disclosure and accountability as Transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and The threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The Employer must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type



- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F.3.19.5** The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F.3.19.6** Consultative Forum must be an independent structure from the tender committees.

**F.3.19.7** The information must be published on the Employer's website.

**F.3.19.8** Records of such disclosed information must be retained for audit purposes.

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

## T1.2.2 Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No. Variation, Amendment or Addition

### F.1 General

#### F.1.1 Actions

*Add the following:*

The Employer is **JOE GQABI DISTRICT MUNICIPALITY**, represented by Mr N.P Nonjola.

Telephone No. : 045 979 3160

Fax : N/A

Email Address : procurement@jgdm.gov.za

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*Add the following:*

The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Third Edition) 2015as published by the South African Institution of Engineering. This publication is available and Tenderers 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, email: civilinfo@saice.org.za.

**VOLUME 2:** Standard specifications, SANS.

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

The tender documents issued by the Employer comprise:

**VOLUME 3:** The tender document (this document), in which is bound:

#### The Tender

##### **Part T1: Tendering Procedures**

T1.1 Tender Notice and Invitation to Tender

T1.2TENDER DATA

##### **Part T2: Returnable Documents**

T2.1Schedule Of Contract Documents

T2.1Returnable Documents

#### The Contract

##### **Part C1: Agreements and Contract Data**

C1.1Form of Offer and Acceptance

C1.2Contract Data

C1.3 Arbitration

C1.4Occupational Health And Safety Agreement

##### **Part C2: Pricing Data**

C2.1Pricing Instructions

C2.2Bill Of Quantities

##### **Part C3: Scope Of Work**

C3.1Description Of The

**Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.**

**Add the following additional clause:**

**Tender and / or Document Deposit**

A non-refundable document deposit of R500.00 (Fivehundred rand) payable by cash or EFT is required on collection of the tender documents.

**F1.4.1 Add the following new sub-clause:**

The Employer may reject a tender if, in the opinion of the Employer, the Tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

**F1.4.2 Add the following new sub-clause:**

Competitive negotiation procedure will not be followed.

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**Add the following after Error! Reference source not found.**

Only those Tenderers who satisfy the following criteria are eligible to submit tenders:

**A. Construction Industry Development Board (CIDB) Registration**

Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation, determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 7EP class of construction work, are eligible to have their tenders evaluated.

**B. Joint ventures are eligible to submit tenders 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 7EP class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation, determined in accordance with the sum tendered for a 8CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

Table G.1. on page 18, reflects the alpha-numeric associated with the contractor Grading Designations.

Notwithstanding the above, Tenderers registered as potentially emerging contractors with the CIDB and who are registered in one contractor grading designation lower than that required, in terms of the above, are eligible to submit a tender.

If called upon to do so by the Employer and / or the Employer's Agent, the Tenderer shall within 48 hours provide satisfactory evidence of compliance with this condition. Failure to provide the evidence within the time limit may result in the tender offer being rejected as non-responsive.

**F2.2 Cost of tendering**

**Add the following to the clause:**

Accept that once a tender document is drawn the deposit paid for the said tender document will not be refunded under any circumstance.

Accept that the Employer will not compensate the Tenderer for any costs incurred, in attending interviews in the office of the Employer or the Employer's Agent (if required).

**F2.7 Clarification meeting**

**Add the following:**

The arrangement for a **compulsory clarification meeting** is as stated in the Tender Notice and Invitation to Tender. (Refer to Section T1.1 on page 2.)

The Tenderer should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Ensure that, his certificate of attendance is signed by the Employer's Agent.

Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender. (Section T1.1 on page 2.)

## F2.9 Insurance

### ***Amend the following:***

The Employer does not provide insurance.  
The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract.

## F2.10.3 Pricing of tender offer

### ***Add the following to the sub-clause:***

This tender is subject to contract price adjustments.

To correct errors made, draw a line through the incorrect entry and write the correct entry above in **BLACK INK** and place the initial of the authorised signatories next to the correct entry.

## F2.13 Submitting a Tender Offer

- A. Add the following at the end of Error! Reference source not found.**  
Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
- B. Add the following after the first sentence of F.2.13.4**  
The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, 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.
- C. Add the following after the first sentence of F2.13.5**  
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box :** Tender Boxes provided at JOE GQABI DISTRICT MUNICIPALITY OFFICE

**Physical address :** Corner of Cole and Graham Street, Barkly East 9786

**Identification details :** TENDER NO.:JGDM2023/24-025

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

### ***Add the following to the sub-clause:***

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

**F2.13.2** *Replace the contents of the sub-clause with the following:*

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in **BLACK INK**.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

**F2.13.3** *Add the following to the sub-clause:*

No copies of the tender offer are required.

**F2.13.4** *Add the following to the sub-clause:*

Only authorised signatories may sign the original (and all copies of the) tender offer, where required in terms of F2.13.3.

**F2.13.6** *Add the following to the sub-clause:*

A two-envelope procedure will not be followed.

**F2.13.9** *Add the following to the sub-clause:*

Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**ADD THE FOLLOWING NEW SUB-CLASES TO F3.13, AFTER SUB-CLAUSE F.2.13.9.**

**F2.13.10** If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

**F2.13.11** The Tenderer is required to enter information in the following sections of the document:

Section T1.1	Invitation to Tender
	Tax Clearance Certificate Requirement
	Declaration of Interest Form
	Preference Claim Form(Specific Goals)
	Tenderer 's Past Supply Chain Management Practices
	Certificate of Independent Tender Determination
Section T2.2	Returnable Documents
Section C1.1	Form of Offer and Acceptance
Section C1.2	Contract Data
Section C2.2	Bill of Quantities

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses, after acceptance by the Employer of the tender offer. The Tenderer shall complete and sign the Form of Offer (Section C.1.1. on page 122), prior to the submission of a tender offer.

Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in F2.23, shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer, after acceptance by the Employer of the tender offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar Engineering Works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. The Tenderer shall satisfy the Employer and the Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.

Accept that the Employer is restricted in accordance with the OHS Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014, Clause 4(4) to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the Work safely.

Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the tender offer of the Tenderer scoring the highest number of tender evaluation points.

**F2.15** **Closing Time**

- F2.15.1**     **Add the following:**  
The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F2.16**     **Tender Offer Validity**
- F2.16.1**     **Add the following:**  
The tender offer validity period is 90 days.
- If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance, until the closure for business on the following working day.
- F2.16.2**     **Add the following to the sub-clause:**  
Accept that should the successful Tenderer unilaterally withdraw his tender after the closing time for tenders, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received; or call for fresh tenders; or otherwise arrange for execution of the Works; and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses. The Tenderer shall also pay on demand either the difference in cost between the Tenderer withdrawn (as corrected in terms of clause F3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer; or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
- F2.17**     **Clarification of Tender Offer after Submission**
- F2.17.1**     **Add the following sub-clause:**  
A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion; and the Tenderer fails, within the time stated in writing by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained); or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
- F2.17.2**     **Add the following sub-clause:**  
Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.
- Accept that the Employer and / or he Employer's Agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document; or the bankers of each of the individual members of any Joint Venture that is constituted for purposes of this Contract; with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual members of such Joint Venture.
- F2.22**     **Return of tender documents**
- Replace the clause with the following:**  
Return all retained tender documents prior to the closing time for the submission of tenders.
- F2.23**     **Certificates**
- Add the following:**  
The Tenderer is required to submit the following certificates with the tender:
- A. Certificate of Contractor Registration (CIDB)**  
Certificate of the Contractor's Registration issued by the Construction Industry Development Board (CIDB). Where a Tenderer satisfies CIDB contractor grading designation requirements through Joint Venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2.2 on page 98).
- B. Tax Clearance Certificate**  
Tenderers shall be registered and in good standing with the South African Revenue Services (SARS), and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. (Document B2 in Part T2.2 on page 99)

**C. Bargaining Council Certificates**

Where applicable, a certificate of compliance issued by the relevant Bargaining Council.  
Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

**D. Tenders exceeding R10 million**

Where the tendered amount (inclusive of VAT) exceeds R10 million, the Tenderer must submit the following:

- i) audited annual financial statement for 3 years; or for the period since establishment if established during the last 3 years; or if required by law to prepare annual financial statements for auditing (Document B2 in Part T2.2 on page 99).
- ii) a certificate certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (Document B4 in Part T2.2 on page 101).
- iii) particulars of any contracts awarded to the Tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B2 in Part T2, page 99).

**E. Quality Assurance ISO 9001:2015 Certificate**

Valid ISO 9001:2015 Certificate (Document B5 in Part T2.2 on page 102).

**F. Occupational Health and Safety OHSAS 18001 or ISO 45001 Certificate**

Valid OHSAS 18001 or ISO 45001 Certificate (Document B6 in Part T2.2 on page 103).

**G. ICASA Certificate**

The Tender shall provide and attach the Approval Certificate from Independent Communications Authority of South Africa (ICASA) on proposed radio carrier equipment.(Document B7 in Part T2.2 on page 104).

### **F.3 The Employer's undertakings**

#### **F.3.1 Respond to requests from the Tenderer**

##### **F.3.1.1 Add the following:**

Respond to a request for clarification received up to five working days before the tender closing time, stated in the tender data, and notify all Tenderers who drew procurement documents.

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

##### **F.3.4.1 Add the following:**

The time and location for opening of the tender offers is:

Time : 12H00 on 17 November 2023  
Location : Committee room, Joe Gqabi District Municipality Offices,  
Corner of Cole and Graham Street, Barkly East.

Tenders will be opened immediately after the closing time for tenders at 12H00.

#### **F.3.7 Test for responsiveness**

##### **Add the following after F.3.7.2(c)**

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work;
- the Tenderer has not completed and/or signed the Offer portion of C1.1Form of Offer and Acceptance.
- the Tenderer does not comply with the Contractor's CIDB grading designation specified in **Error! Reference source not found.**
- the Tenderer has failed to clarify or submit any supporting documentation, within the time for submission, stated in the Employer's written request.

### F.3.7 Evaluation of Tender Offers

#### F.3.4.1 General

**Add the following:**

Should the Tenderer comply with the Quality Scoring Criteria (F3.11.9), then the following evaluation will take place:

JOE GQABI DISTRICT MUNICIPALITY Supply Chain Management Procurement Policy will apply (this policy will be available for viewing at JGDM upon request). JGDM will evaluate the tender based on the 80/20 principle. The Tender Committee, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions, bids will be subjected to functionality criteria and bids that scores less than 68 out of 85 points will be considered non-responsive.

#### F3.11.3 Add the following:

**Method 2** will be used to evaluate all responsive tender offers as amended below:

- a. Open and record tender offers received.
- b. Determine whether or not tender offers are complete.
- c. Determine whether or not tender offers are responsive, and reject non-responsive tenders.
- d. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality, as stated in F3.11.9.
- e. Score tender evaluation points for each financial offer.
- f. Calculate total tender evaluation points.
- g. Rank tender offers from the highest number of tender evaluation points to the lowest.
- h. Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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**Add the following:**

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

#### F3.11.8 Scoring Preference

**Add the following:**

Scoring of Preference Points will be done as defined in F.3.11.1.

#### F3.11.9 Scoring functionality

**Replace this clause with the following:**

Score quality in each of the categories in accordance with the tender data, and calculate the total score for quality as detailed in the table below:



### **QUALITY SCORING CRITERIA**

Tenderers are to submit information in respect of the following criteria, upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Documents is to be inserted under Section B8 "Additional Functionality Documents" on page 105.

### **DETAILED BREAKDOWN OF QUALITY POINTS**

		POINTS ALLOCATION		
FUNCTIONALITY CRITERIA	SUB-CRITERIA	CRITERIA	POINTS ALLOCATED	
Experience				
The Tenderer (company) must confirm projects/contracts where projects of Telemetry Construction Projects and/or Maintenance were carried out successfully and/or awarded and ongoing projects within the past 5 years.  5 points per project completed up to a maximum of <b>30 points</b> .  No Orders or Appointment letters and Reference letters <b>0 points</b>	COMPANY ASSESSMENT Attach copies of any of the following: Orders or Appointment Letters or Contract AND PERFOMANCE ASSESSMENT Corresponding Reference letters from previous clients for each Order, Appointment letter or Contract. Reference letter should include: Name of bidder, Project Name and Number, Project Value, Duration and recommendation from the client.	≥ 6 projects	<b>30 points</b>	
		5 projects	25 points	
		4 projects	20 points	
		3 projects	15 points	
		2 projects	10 points	
		0 projects	0 points	
Totals			Max points = 30, Min points = 20	
Experience				
The Tenderer (company) must confirm projects/contracts where projects of Telemetry Construction Projects and/or Maintenance were carried out successfully and/or awarded and ongoing projects within the past 5 years done in a rural set-up as proof of Company's ability to execute similar project under difficult connectivity environment.  <b>5 points</b> per project completed up to a maximum of 5 points.  No Orders or Appointment letters and Reference letters <b>0 points</b>	COMPANY ASSESSMENT Attach copies of any of the following: Orders or Appointment Letters or Contract AND PERFOMANCE ASSESSMENT Corresponding Reference letters from previous clients for each Order, Appointment letter or Contract. Reference letter should include: Name of bidder, Project Name and Number, Project Value, Duration and recommendation from the client.	5 points	<b>5 points</b>	
Totals			Max points = 5, Min points = 5	
Expertise of key Personnel				

Qualifications (Max = 25 points) Minimum score of 25 points required for responsiveness for this sub-section.	Qualifications of the Project Leader (Electrical Or Instrumentation Engineering) NB:.(Provide CERTIFIED copies of qualifications in order to claim points)	NQF Level 7 Electrical Or Instrumentation Engineering	5 points	
		NQF Level 6	3 points	
		NQF Level 5	1 point	
		Less than NQF 5	0 points	
	Relevant expertise and experience in the field of Telemetry Systems. (Provide CVs of Project Leader in order to claim points)	≥ 5 years	5 points	
		3 – 4 years	3 points	
		0 – 3 years	1 point	
	Qualifications of a Technician: (Instrumentation, Electronics or Electrical Engineering Technician) NB:.(Provide CERTIFIED copies of Qualification)	NQF Level 6 or higher	5 Points	
		NQF Level 5	3 Points	
		NQF Level 4	2 Points	
		NQF Level 3	1 Point	
		NQF Level 1-2	0 Points	
	Instrumentation or Electronics or Electrician Trade Test Certificate NB.: (Provide CERTIFIED copies of Trade Test in order to claim points)	Trade Certificate	5 points	
		No Trade Test Certificate	0 points	
	Relevant expertise and experience in the field of Telemetry Systems. NB:.(Provide CVs of Technician in order to claim points)	≥ 5 years	5 points	
		3 – 4 years	3 points	
		0 – 3 years	1 point	
Totals			Max points = 25, Min points = 25	
Methodology				
A methodology for the project must be attached. (Max = 10 points) Minimum score of 8 points required for responsiveness)	The Methodology must touch on the following aspects:  i. A Detailed Technical Approach plan must be provided which covers all major aspects of the work. ii. Conduct a telemetry radio path propagation study of JGDM Area iii. Environmental Aspects must be addressed. iv. Safety Aspects must be addressed. v. Implementation plant with a Gantt Chart must be included for the duration of the project.	Excellent: The most important issues are exceptionally approached in an innovative and efficient way	10 points	
		Marginal: is specifically tailored to address the specific project objectives and methods of work.	8 points	
		Poor: is generic and not tailored to address the specific project objectives.	6 points	
		Unacceptable: is poor / unlikely to satisfy project objectives	0 points	
Totals			Max points = 10, Min points = 8	
Financial Standing				
A bank rating certificate from their banking institution should be attached. (Max = 15 points, Min = 10 points)	Excellent	A Bank Rating	15 points	
	Good	B Bank Rating	12 points	
	Satisfactory	C Bank Rating	10 points	
	Poor	D Bank Rating	8 points	
	Unacceptable	E Bank Rating	0 points	
Totals			Max points = 15, Min points = 10	

Tenderers must score a minimum of **68 out of 85 points (80%)** to be considered further. Tenderers also have to score the minimum of the number of points indicated for each of the functionality criteria sub-sections. **Failure to do so will result in the tender being non-responsive.**

### **PRICE AND SPECIFIC GOALS**

Price 80  
Specific goals 20

#### **Specific Goals**

Maximum points of 20 points will be awarded to Tenderer for the specific goals for the Tenderer points scored on specific goals will be added to the points scored for price. Bidders are required to submit evidence as requested below to be able to be awarded points. Failure to submit evidence as required will result on bidders not being awarded points.

Specific Goals	Points	Points Claimed  (Bidders must claim points)	Evidence required
1.HDI			
1.1 51 % owned by Black	4		Attach copy of Identity documents of Directors, Central Supplier database form (CSD) and Company Registration Documents.
1.2 51 % owned by Women	2		
1.3 51 % owned by Youth	2		
1.4 51 % owned by Disable	2		
2.Locality			
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10		Attach a proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only).
Within the boundaries of the Eastern Cape but outside JGDM	5		
Outside of the boundaries of the Eastern Cape	0		

NB: Failure to submit evidence as required will result on bidders not being awarded points.

**ADD THE FOLLOWING NEW SUB-CLASES TO F3.11, AFTER SUB-CLAUSE F.3.11.9.**

**F3.11.10 Risk Analysis**

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

- a) reasonableness of the financial offer;
- b) reasonableness of unit rates and prices;
- c) reasonableness of the Contract Participation Goals tendered;
- d) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer 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 etc. to perform the contract.

No tender will be recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.

**F3.12 Insurance provided by the Employer**

***Replace the contents of the clause with the following:***

Full insurances are to be provided by the Tenderer. The Tender must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.

**F.3.13 Acceptance of tender offer**

***Add the following***

Tender offers will only be accepted if:

- a) the Tenderer 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 issued by SARS, or proof that arrangements has been made with SARS to meet outstanding tax obligations;
- b) the Tenderer is registered with the CIDB with an appropriate category of registration;
- c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector;
- d) the Tenderer 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;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest, which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer, or potentially compromise the tender process.

**F.3.13 Notice to unsuccessful Tenderers**

***Add the following new sub-clause:***

**F.3.16.3 Notification of Decision and Appeal Period**

If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful Tenderers shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any Tenderer wishing to exercise this right, must submit their appeal in writing to JOE GQABI DISTRICT MUNICIPALITY, marked for the attention of "Mr MP Nonjola, Private Bag x102, Barkley East, 9786". The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification, advising the Tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.

The Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful Tenderer is **not** acceptance of the tender, and no rights shall accrue to the successful Tenderer in terms of this notification. The successful Tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance), or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the Work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the JOE GQABI DISTRICT MUNICIPALITY appeals process.

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

***Add the following:***

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

### T1.2.3 **Additional Conditions of Tender**

The additional conditions of tender are:

T.1.2.3.1	Compliance with Occupational Health and Safety Act
T.1.2.3.2	Claims Arising after Submission of Tender
T.1.2.3.3	Add the following new clause: Requests for contract documents, or parts thereof, in electronic format
T.1.2.3.4	Imbalance in Tendered Rates
T.1.2.3.5	Invalid Tenders
T.1.2.3.6	Price Variations
T.1.2.3.7	Negotiations with Preferred Tenderers
T.1.2.3.8	Combating Abuse of the Supply Chain Management Policy
T.1.2.3.9	UIF Payments
T.1.2.3.10	Registration with Bargaining Council

#### T.1.2.3.1 **Compliance with Occupational Health and Safety Act**

The Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended and the Construction Regulations 2014, issued in terms of Section 43 of the Act. The Tenderers 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 Tenderer shall submit a valid OHSAS 18001 or ISO 45001 Certificate.

The Tenderer shall submit 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 (Documents B5 in Part T2.2 on page 102) :

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 3) Regular monitoring procedures to be performed.
- 4) Regular liaison, consultation and review meetings with all parties.
- 5) Site security, welfare facilities and first aid.
- 6) Site rules, as well as fire and emergency procedures.

#### T.1.2.3.2 **Claims Arising after Submission of Tender**

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 tender.

The Tenderer shall be deemed to have:

- 1) 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.
- 2) visited the site of the proposed Works; carefully examined existing conditions, the means of access to the site, assessed the conditions under which the Work is to be done; 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 and plant to and from the site; and made the necessary provisions for any additional costs involved thereby.
- 3) requested the Employer 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 Tenderer.

Before submission of any tender, the Tenderer 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 Tenderer must apply to the Employer at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

#### **T.1.2.3.3 Add the following new clause:**

##### **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3, of the Standard Conditions of Tender. The Employer shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the Tenderer, 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 Tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender 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 tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law, including in circumstances where the tender had already been awarded, the right to cancel the contract.

In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

#### **T.1.2.3.4 Imbalance in Tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable, because they are either excessively low or high or not in proper balance with other rates or lump sums; the Tenderer may be required to produce evidence and advance arguments in support of the tendered 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 tendered rates or lump sums objected to, may request the Tenderer to amend these rates and lump sums along the lines indicated.

The Tenderer 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. These amendments shall be done without altering the Contract Price.

Should the Tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

#### **T.1.2.3.5 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance, bound into this tender document in Part C1.1 Form of Offer and Acceptance on page 107;
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the Tenderer is not stated or is indecipherable.

#### **T.1.2.3.6 Price Variations**

Applicable.

#### **T.1.2.3.7 Negotiations with Preferred Tenderers**

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process, as preferred Tenderers, provided that such negotiation:

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

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

#### **T.1.2.3.8 Combating Abuse of the Supply Chain Management Policy**

**The accounting officer must:**

- a) Take all reasonable steps to prevent abuse of the supply chain management system.
- b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified:
  - i) Take appropriate steps against such official or other role player; or
  - ii) Report any alleged criminal conduct to the South African Police Service.
- c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- d) Reject any tender from a Tenderer:
  - i) If any municipal rates and taxes or municipality service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality entity, are in arrears for more than three months; or
  - ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state, after written notice was given to that Tenderer that performance was unsatisfactory.
- e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.
- f) Cancel a contract awarded to a person if:
  - i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
  - ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person.
- g) Reject the tender of any Tenderer if that Tenderer or any of its directors,
  - i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
  - ii) Has been convicted for fraud or corruption during the past five years;
  - iii) Has wilfully neglected, reneged on or failed to comply with any government, municipality or other public sector contract during the past five years; or
  - iv) Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (no 12 of 2004).
  - v) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

#### **T.1.2.3.9 UIF Payments**

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments, upon being requested to do so.

#### **T.1.2.3.10 Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.



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## Part T2: Returnable Documents

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	<b><u>Page</u></b>
T2.1 Schedule Of Contract Documents	35
T2.1 Returnable Documents	37- 105

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## T2.1 SCHEDULE OF CONTRACT DOCUMENTS

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
<b>Schedule A</b>	<b>Documents incorporated in this tender document that must be completed and signed by all Tenderer(s)</b>	
A1	Authority To Sign Documents	38
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	39
A3	Certified Copy of Certificate of Incorporation	40
A4	Clarification Meeting Certificate	41
A5	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	42
A6	Schedule Of Work Experience Of Tenderer	43
A7	Current and Recent projects undertaken for JGDM	45
A8	Schedule Of Estimated Monthly Expenditure	47
A9	DETAILS OF EXPERIENCE OF CONTRACT DIRECTOR, TECHNIAN(S)	49
A10	Compulsory Enterprise Questionnaire	50
A11	Alterations / Amendments By Tenderer	53
A12	Adjudication Of Tenders On Points Basis	54
A13	Record Of Addenda To Tender Documents	56
A14	Size Of Enterprise And Current Workload	57
A15	Staffing Profile	58
A16	Proposed Key Personnel	59
A17	Financial Ability To Execute Theproject	60
A18	Joint Venture Disclosure Form	61
A19	Details Of Alternative Tenders Submitted	69
A20	Declaration Of Validity Of Information Provided	70
A21	Declaration Of Interest (Sbd 4)	71
A22	Declaration Of Tenderer's Past Supply Chain Management Practices (Mbd 8)	74
A24	Declaration For Procurement Above R10 Million (Vat Included)	78
A25	Certificate Of Independent Tender Determination (Mbd 9)	81
A26	Tender Document	83
A27	General Information (Procurement)	88
A28	Specific Goals	91
A29	<b>Error! Reference source not found.</b> , tender subject to specific goals	94
<b>Schedule B</b>	<b>Additional Documents to be provided by the Tenderer and attached to his/her tender</b>	
B1	CRS NUMBER	98
B2	Tax Clearance Certificate SARS PIN / CSD REPORT / MAAA Number and Financial Statements	99

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
B3	Preliminary Programme	100
B4	MUNICIPAL LEVY CLEARANCE CERTIFICATE, Not Older than three (3) Months from a Municipality where the Entity Operates (Lease Agreements and Sworn Statement / Affidavits are also Accepted)	101
B5	ISO 9001:2008 Certification	102
B6	OHSAS 18001 or ISO 45001 Certification	103
B7	ICASA Certification Document	104
B8	Additional Functionality Documents <i>Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue</i>	105
	<ul style="list-style-type: none"> <li>Bank Rating Certificate from a Registered Financial Institution</li> <li>If project team consist out of more members than whom CV's are requested for in Schedule A9, these additional CV's must be appended here.</li> <li>Plus any other additional documents which may be required.</li> </ul>	
<b>Schedule C</b>	<b>Other Documents that will form part of The Contract</b>	
C1.1	Form Of Offer And Acceptance	107
C1.2	Contract Data	112
C1.3	Arbitration	114
C.1.4	Occupational Health And Safety Agreement	115
C2	Pricing Data and Bill of Quantities	118
C3	Scope of Work	126

**NB: TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK**

## **T2.1    RETURNABLE DOCUMENTS**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A1. AUTHORITY TO SIGN DOCUMENTS**

I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....  
by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....  
.....

\*Delete whichever is inapplicable

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
----	-----------------------------	----------------------------------	-----------------------------

2.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
----	-----------------------------	----------------------------------	-----------------------------

**WITNESSES:**

1.	<div></div> <div>NAME</div>	<div></div> <div>SIGNATURE</div>	<div></div> <div>DATE</div>
----	-----------------------------	----------------------------------	-----------------------------

2.

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM:** INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION  
COMMISSIONER**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A3. CERTIFIED COPY OF CERTIFICATE OF INCORPORATION**

(if Tenderer is a company)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)



JOE GQABI DISTRICT MUNICIPALITY

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#### **A4. CLARIFICATION MEETING CERTIFICATE**

This is to certify that I/We\* .....  
of (Tenderer) .....  
.....  
of (address) .....  
.....  
.....  
Telephone number .....  
Fax number .....  
Email .....  
on (date) .....

have examined the Site of the Works and its surroundings for which I/we\* am/are\* submitting this tender and have, so far as is practicable, familiarised myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my/our\* tender.

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**  
**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## A5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms ....., authorised signatory of the company, close corporation or partnership.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

**Note:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

JOE GQABI DISTRICT MUNICIPALITY

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TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

## A6. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Value of work to be given to the nearest R0.5 million.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM:** INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

#### A7. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM

Tenderer must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

.....  
DATE

.....  
SIGNATURE OF TENDERER

RECENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS RECENTLY UNDERTAKEN FOR JGDM			R

.....  
DATE

.....  
SIGNATURE OF TENDERER

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

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TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

## A8. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
21	R
22	R
23	R
24	R



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25	R
26	R
27	R

28	R
29	R
30	R
31	R
32	R
33	R
34	R
35	R
36	R
SUBTOTAL	R
ESCALATION	R
SUBTOTAL	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## A9. DETAILS OF EXPERIENCE OF CONTRACT DIRECTOR, INSTRUMENTATION TECHNICIAN(S)

Tenderer shall set out, in the Schedule hereunder, details of the experience of the Contract Director / Manager, Instrumentation Technician(s) in work of a similar nature to that for which this tender is submitted. The Curriculum Vitae of the abovementioned persons of interest must be submitted with this Schedule.

Failure to complete this Schedule may result in the tender not being considered.

CONTRACT DIRECTOR / MANAGER				
NAME			NQF LEVEL	
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

INSTRUMENTATION TECHNICIAN				
NAME			NQF LEVEL	
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

If there is insufficient space above, the Tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

DATE \_\_\_\_\_

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## A10. 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, if any** .....

**Section 3: CIDB registration number, if any** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a “X”, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has 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(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 "X", 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, 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(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 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) authorises 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 nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the

- |    |  |
|----|--|
| v) | scope of work that could cause or be interpreted as a conflict of interest;<br>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:**

**ENTERPRISE NAME**

**DATE**

**NAME**

**POSITION**

**SIGNATURE**



JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

### A11. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to F3.1.2 on page13 of the Standard Conditions of Tender, also referenced on page 26in the tender 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 Tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the tender documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the Tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## A12. ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions, bids will be subjected to functionality criteria and bids that scores less than 48 out of 65 points will be considered non-responsive.

Tender will be awarded to Bidder that scored the highest number of points combined for price and specific goals,

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

#### **1. GENERAL CONDITIONS**

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated to exceed R50,000,000 and therefore the 90/10 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

#### **THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Preference (Specific Goals)	20
	<b>Total</b>	<b>100</b>

The points awarded for Preference are in line with PPR 2022, Reg 4 (2) and (3).

The Employer reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the Employer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 1:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 2:**

**NAME**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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### A13. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details

If there is insufficient space above, the Tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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#### A14. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R .....

What is the estimated turnover for your current financial year? R .....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

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

Yes ☐

No ☐

POSITION

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

### A15. STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

If there is insufficient space above, the Tenderer may append additional sheets.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**



JOE GQABI DISTRICT MUNICIPALITY

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**A16. PROPOSED KEY PERSONNEL**

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

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status	NQF 5 Certified
	(i) NOMINEE (ii) ALTERNATE		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	Yes/No
<b><u>HEADQUARTERS</u></b>						
Partner/Director						
Project Manager						
Other key staff (give designation)						

---


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## A17. FINANCIAL ABILITY TO EXECUTE THEPROJECT

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990): .....
- Insurance Company registered in terms of the Short Term Insurance Act (Act 53 of 1998): .....
- Cash: .....

**Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer**

Month no	Amount (VAT included)			
	a Invoiced	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→→				

### Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc.)

.....

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**A18. JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

- xx) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- xxi) A copy of the Joint Venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture, the proposed Joint Venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- xxii) Copies of all written agreements between partners concerning the contract must be attached to this form; including those which relate to ownership options, and to restrictions/limits regarding ownership and control.
- xxiii) ABE partners must complete ABE Declaration Affidavits.
- xxiv) The Joint Venture must be formalised. All pages of the Joint Venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a Joint Venture once the contract has been awarded will not be considered.
- xxv) Should any of the above not be complied with, the Joint Venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name : .....
- b) Postal address : .....  
.....
- c) Physical address : .....  
.....
- d) Telephone : .....
- e) Fax : .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a)** Name of Firm : .....
- Postal Address : .....
- Physical Address : .....
- Telephone : .....
- Fax : .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**2.2(a)** Name of Firm : .....

Postal Address : .....

Physical Address : .....

Telephone : .....

Fax : .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm : .....

Postal Address : .....

Physical Address : .....

Telephone : .....

Fax : .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a)** Name of Firm : .....

Postal Address : .....

Physical Address : .....

Telephone : .....

Fax : .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a)** Name of Firm .....

Postal Address.....

Physical Address .....

Telephone .....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) .....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of : \*

i) Profit and loss sharing .....

ii) Initial capital contribution in Rands .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands .....

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

---

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint venture cheque signing

.....

.....

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

.....

.....



**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

- a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

---

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature : .....

Duly authorised to sign on behalf of : .....

Name : .....

Address : .....

Telephone : .....

Date : .....

---

Signature : .....

Duly authorised to sign on behalf of : .....

Name : .....

Address : .....

Telephone : .....

Date : .....

---

Signature : .....

Duly authorised to sign on behalf of : .....

Name : .....

Address : .....

Telephone : .....

Date : .....

---

Signature : .....

---

Duly authorised to sign on behalf of : .....

Name : .....

Address : .....

Telephone : .....

Date : .....

---

**If there is insufficient space above, the Tenderer may append additional sheets.**

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

---

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

#### **A19. DETAILS OF ALTERNATIVE TENDERS SUBMITTED**

DESCRIPTION

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A20. DECLARATION OF VALIDITY OF INFORMATION PROVIDED**

I/We, the undersigned:

- a) tender to supply and deliver to the JOE GQABI DISTRICT MUNICIPALITY(hereafter "JGDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the JGDM by way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the JGDM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the JGDM that the claims are correct. If the claims are found to be inflated, the JGDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the JGDM as a result of the award of the contract and/or cancel the contract and claim any damages which the JGDM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary +proof regarding any tendering issue will, when required, be submitted to the satisfaction of the JGDM.

Signed at..... this ..... day of.....20 .....

Name of Authorised Person:.....

Authorised Signature: .....

Name of Tendering Entity: .....

Date: .....

As witness: .....

**JOE GQABI DISTRICT MUNICIPALITY**

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A21. DECLARATION OF INTEREST (SBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

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

2.1. Full Name of Tenderer or his or her representative: .....

2.2. Identity Number: .....

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

2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5. Tax Reference Number: .....

2.6. VAT Registration Number: .....

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 on page83.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act(Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces;
- (e) Parliament.

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

**2.7.** Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

**2.7.1.** If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the Tenderer is employed: .....

.....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

**2.7.2.** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

**2.7.2.1.** If yes, did you attach proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

**2.7.2.2.** If no, furnish reasons for non-submission of such proof:

.....

.....

.....

**2.8.** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

**2.8.1.** If so, furnish particulars:

.....

.....

.....

.....

**2.9.** Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES / NO**

**2.9.1.** If so, furnish particulars:

.....

.....

.....

.....



**2.10.** Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

**2.10.1.** If so, furnish particulars:

.....

.....

.....

.....

**2.11.** Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? **YES/NO**

**2.11.1.** If so, furnish particulars:

.....

.....

.....

**3. Full details of directors / trustees / members / shareholders**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

**POSITION**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A22. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contracts.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Item	Question	Yes	No
4.1	<p><i>Is the Tenderer 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?</i></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><i>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><i>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><i>Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any 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"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

**POSITION**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A23. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED  
(DELETE IF NOT APPLICABLE)**

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

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

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

.....  
.....

1.2. If no, un-audited financial statements must be submitted with your tender.

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services, towards a municipality or any other service provider, in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2. If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1. If yes, furnish particulars.

.....  
.....

---

**CERTIFICATION**

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

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

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

**POSITION**

**SIGNATURE**

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A24. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)**

1. This Standard Tendering Document must form part of all tenders<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).<sup>2</sup> Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

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

MBD 9

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a Joint Venture or consortium<sup>3</sup> will not be construed as collusive tendering.
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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted 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.

**POSITION**

**SIGNATURE**

**DATE**



JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## A25. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2015

In terms of regulation 4(3) of the Construction Regulations 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act (Act No 85 of 1993). The Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

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

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... ..... .....	<input type="checkbox"/>

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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



5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6. I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1 ..... ID NO: .....

2 ..... ID NO: .....

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**A26. TENDER DOCUMENT**

**2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

THE FOLLOWING IS AN EXTRACT FROM THE SUPPLY CHAIN MANAGEMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

**2.3.3.1 PREAMBLE**

The JOE GQABI DISTRICT MUNICIPALITY aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

**2.3.3.2 DEFINITIONS**

In this policy, unless the context otherwise indicates:

- 2.3.3.2.1 **“Acceptable tender”** means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.
- 2.3.3.2.2 **“Chairperson”** means the chairperson of the Tender Committee.
- 2.3.3.2.3 **“Municipal Manager”** means the Municipal Manager of the Municipality.
- 2.3.3.2.4 **“Committee”** refers to the Tender Committee.
- 2.3.3.2.5 **“Contractor”** refers to the Tenderer who has been successful in being awarded the Municipality’s contract.
- 2.3.3.2.6 **“Municipality”** refers to the JOE GQABI DISTRICT MUNICIPALITY.
- 2.3.3.2.7 **“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 2.3.3.2.8 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals, meeting the requirements of the definition of an HDI.
- 2.3.3.2.9 **“Member”** means a member of the Tender Committee.
- 2.3.3.2.10 **“Historically disadvantaged individuals (HDIs)”** means all South African citizens –
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
  - (ii) Who is a female; and / or
  - (iii) Who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

2.3.3.2.11 “**Small, Medium and Micro Enterprises (SMMEs)**” refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMEs for different economic sectors (Clause 2.3.3.14).

2.3.3.2.13 “**Contract**” refers to a legally binding agreement between the Municipality and the Contractor.

### 2.3.3.3 LEGISLATIVE BASE

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa
- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 56 of 2003).

### 2.3.3.4 SCOPE

This policy applies to all contracts awarded by the Municipality.

### 2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

### 2.3.3.6 OBJECTIVES

The objectives of the Municipality’s procurement policy are to:

- 2.3.3.6.1 Provide clarity on the Municipality’s approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2 Provide for historically disadvantaged individuals access to contracts.
- 2.3.3.6.3 Promote SMME participation.
- 2.3.3.6.4 Promote capacity development and skills transfer.
- 2.3.3.6.5 Promote community empowerment and development.
- 2.3.3.6.6 Promote job creation.
- 2.3.3.6.7 Create an enabling contractual environment.

### 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS

In dealing with Tenderers tendering for Municipality work, the Municipality will adhere to the principles of:

#### 2.3.3.7.1 Efficiency

- 2.3.3.7.1.1 The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, the Municipality undertakes to inform all Tenderers of the nature of the delay and the revised time frames.

#### 2.3.3.7.2 Courtesy

All staff members of the Municipality will deal with Tenderers in a courteous and respectful manner.

#### 2.3.3.7.3 Transparency

- 2.3.3.7.3.1 All tendering processes will be open to the scrutiny of the public and interested parties.
- 2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

#### 2.3.3.7.4 Access to Information

The Municipality will take reasonable steps to ensure, that all Tenderers have equal access to information on the product or service to be tendering, as well as the tender process itself.

#### **2.3.3.8 ADJUDICATION OF TENDERS**

Tenders are adjudicated in terms of JGDM's SCM Policy, and the following framework is provided as a guideline in this regard.

##### **2.3.3.8.1. Technical adjudication and General Criteria**

**Tenders will be adjudicated in terms of inter alia:**

- **Compliance with tender conditions**
- **Technical specifications**

If the tender does not comply with the tender conditions and technical specifications, the tender shall be rejected. Refer to page two (2) for examples.

##### **2.3.3.8.2 Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Equipment available for the contract owned by the Tenderer

##### **2.3.3.8.3 Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

##### **2.3.3.8.4 Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

##### **2.3.3.8.5. Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

##### **2.3.3.8.6 Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed.
- Estimate cash flow.
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

#### **2.3.3.9 ADJUDICATION USING A POINTS SYSTEM**

**2.3.3.9.1** The Tenderer obtaining the highest number of total points will be awarded the contract.

**2.3.3.9.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

**2.3.3.9.3** Points scored must be rounded off to the nearest 2 decimal places.

**2.3.3.9.4** In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.

**2.3.3.9.5** However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.

**2.3.3.9.6** Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

### **2.3.3.10. POINTS AWARDED FOR PRICE**

#### **2.3.3.10.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of tender under consideration

$P_t$  = Comparative price of tender under consideration

$P_{\min}$  = Comparative price of lowest acceptable tender

#### **2.3.3.11 COMPLAINTS/DISQUALIFICATIONS**

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

**2.3.3.11.1** A tender will be subject to rejection/disqualification when:

**2.3.3.11.1.1** A supplier provided false information.

**2.3.3.11.1.2** Pressure or influence was exerted on a person involved in evaluating a tender.

**2.3.3.11.1.3** A financial reward was provided to a person involved in evaluating a tender.

**2.3.3.11.1.4** A person involved in evaluating a tender has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a tender.

**2.3.3.11.2** In such cases the following steps should be taken:

**2.3.3.11.2.1** The Municipal Manager will investigate the matter and make recommendations to the Tender Committee.

**2.3.3.11.2.2** The Tender Committee will decide or make recommendations to Municipality, for a resolution on the matter.

**2.3.3.11.2.3** A written notice will be sent to the Tenderers or service provider requiring him/her to make a representation to the Tender Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.

**2.3.3.11.2.4** The Tender Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- Disqualify the tender
- Recover any losses or damages suffered by Municipality due to the failure to comply.
- Bar the Tenderer from being considered for any tender for a defined period of time.

**2.3.3.11.2.5** The Tenderer will be notified in writing on:

- The reasons for the decision.

- His/her right to appeal against the Tender Committee's decision.
- Name of a contact person to discuss the matter.

2.3.3.11.2.6 The Tenderer must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the Municipal Manager.

2.3.3.11.2.7 The Municipal Manager will hear the appeal.

2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.11.2.7.1 Councillors or Municipality employees may not be members of the Tribunal.

2.3.3.11.2.8 The Municipal Manager must produce procedures for administering the appeals process and revise these on an annual basis.

#### **2.3.3.12 DISQUALIFICATIONS**

Non-compliance with the Preferential Procurement Policy Framework Act.

#### **PLEASE REMEMBER:**

- **TO ATTACH COPIES OF ALL THE LATEST RELEVANT MUNICIPAL ACCOUNTS OF THE TENDERING ENTITY AND ALL OF ITS DIRECTORS OR MEMBERS OF THE BOARD. IF ANY ACCOUNT IS IN ARREARS FOR MORE THAN THREE (3) MONTHS, THE TENDER WILL BE REJECTED.**
- **IN THE CASE OF A JOINT VENTURE, COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (3) MONTHS OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT**
- **ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR TENDER DOCUMENT**



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**A27. GENERAL INFORMATION (PROCUREMENT)**

1. Name of tendering entity: .....

2. Contact details:

Contact name and number: .....

Address of tendering entity: .....

Postal code: .....

Tel no: ( ) ..... Fax no: ( ) .....

E-mail address: .....

3. Legal entity: Mark with an "X".

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on Joint Venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a Joint Venture, provide for all Joint Venture members)

.....

.....

- 
5. VAT registration number (**COMPULSORY**):  
(In the case of a Joint Venture, provide for all Joint Venture members)
- .....
- .....
6. Company or closed corporation registration number (**COMPULSORY**):  
(In the case of a Joint Venture, provide for all Joint Venture members)
- .....
- .....
7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**):  
(In the case of a Joint Venture, provide for all Joint Venture members)
- .....
- .....
8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (**COMPULSORY**)  
(In the case of a Joint Venture, provide for all Joint Venture members)  
**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS(SEE “NOTICE TO TENDERER’S:VERY IMPORTANT NOTICE ON DISQUALIFICATIONS”PARAGRAPH No. 13)**
9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
10. For Joint Ventures the following must be attached:
- Written authority **of each JV partner**, for authorized signatory.
  - The Joint Venture agreement.

**SIGNATURE OF AUTHORIZED PERSON:** .....

**DATE:** .....

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

(In the event of a Joint Venture, to be completed by all Joint Venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

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## A28. SPECIFIC GOALS

*This table regarding "Specific Goals" must be completed in conjunction with Schedule A23 on page78, in compliance with the Employment Equity Act (Act No 55 of 1998).*

### 1. Equity Ownership

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizen-ship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
								A	B	C

---

TOTAL			
-------	--	--	--

**Note:** Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of Joint Ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	c = a * b ÷ 100 % BBBEE contribution
Total BBBEE contribution			

**A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT. FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER**

**NOTE:** See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

## 2. SMME Status

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

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5. Job Creation

Provide details on the jobs that the Tenderer envisage to create through this project:

A. New permanent employed staff, employed outside the staff component declared in Schedules A11, A18, A19 and A23 to be allocated to this project for the intensification of labour absorption. (i.e. 5 persons for 5 months = 25 person-months).

B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A	B	C
	No. of persons	Period in months	No. of person months created
A. New permanent employed staff, employed outside the staff component declared in Schedules A11, A18, A19 and A23			<b>AxB=C</b>
B. Staff to be employed for the project (Temporaryemployed)			
Total			

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**A.29 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a Tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>HDI</b>				
51% owned by Black		4		
51% owned by Women		2		
51% owned by Youth		2		
51% owned by Disable		2		
<b>LOCALITY</b>				
Within the boundaries of the Joe Gqabi District Municipality (JGDM)		10		
Within the boundaries of the Eastern Cape but outside JGDM boundaries		5		
Outside of the boundaries of the Eastern Cape		0		
<b>TOTAL POINTS</b>		<b>20</b>		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESSES:**

1. ....

DATE : .....

ADDRESS : .....

2. ....

DATE : .....

ADDRESS : .....

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## **B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE**

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

**SIGNED BY/ON BEHALF OF TENDERER :**

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--

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NAME	SIGNATURE	DATE
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## **B2. TAX CLEARANCE CERTIFICATE and FINANCIAL STATEMENTS**

An **original** valid Tax Clearance or SARS PIN Document / Certificate from the South African Revenue Service (SARS) shall be attached to this page (or proof that the Tenderer has made arrangements with SARS to meet his or her outstanding tax obligations).

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.

**SIGNED BY/ON BEHALF OF TENDERER :**

**NAME**

**SIGNATURE**

**DATE**



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### B3. PRELIMINARY PROGRAMME

(For information purposes only)

The Tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

**Details of the preliminary programme shall be appended to this Schedule.**

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

**SIGNED BY/ON BEHALF OF TENDERER :**

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

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**B4. MUNICIPAL LEVY CLEARANCE CERTIFICATE, Not Older than three (3) Months from a Municipality where the Entity Operates (Lease Agreements and Sworn Statement / Affidavits are also Accepted)**

**Details of Municipal Levy Clearance Certificate shall be appended to this Schedule.**

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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## **B5. QUALITY ASSURANCE: ISO 9001:2015 CERTIFICATION**

A Certificate of Tender's Valid ISO 2001:2015 Certification shall be attached to this page.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**B6. OCCUPATIONAL HEALTH AND SAFETY: OHSAS 18001 OR  
ISO 45001 CERTIFICATION**

A Certificate of Tender's Valid OHSAS 18001 or ISO 45001 Certification shall be attached to this page.

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

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## **B7. ICASA CERTIFICATION DOCUMENT**

A Certificate of Tender's Valid ICASA Certification shall be attached to this page.

The Tender shall provide and attach the Approval Certificate from Independent Communications Authority of South Africa (ICASA) on proposed radio carrier equipment.

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

**SIGNED BY/ON BEHALF OF TENDERER :**

--	--	--

**NAME**

--

**SIGNATURE**

--

**DATE**

JOE GQABI DISTRICT MUNICIPALITY

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## **B8. ADDITIONAL FUNCTIONALITY DOCUMENTS**

The Tenderer shall attach the following documents to the Schedule:

- Bank Rating Certificate from a Registered Financial Institution
- If project team consist out of more members than whom CV's are requested for in Schedule A9, these additional CV's must be appended here.
- Plus any other additional documents which may be required.

**SIGNED BY/ON BEHALF OF TENDERER :**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

---

## Part C1: Agreements and Contract Data

---

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JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## C1.1. Form of Offer and Acceptance

### Offer

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

**CONTRACT NO.:** RE-ADVERTISEMENT: JG:

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

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

**The Contract shall be completed within**  **weeks of the Commencement Date.**

**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. Thereafter the Employer will be returning one copy of this document to the Tenderer, before the end of the period of validity (stated in the tender data). Whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**SIGNED ON BEHALF OF/BY THE TENDERER :**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**



Name and address of Organisation:

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

## Acceptance

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

The terms of the Contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work

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

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or just after this Agreement comes into effect; contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations, in accordance with those terms, shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

### SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	SIGNATURE
CAPACITY	DATE

### SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

## Schedule of Deviations

### Notes:

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

1. Subject .....  
Details .....  
.....  
.....  
.....
2. Subject .....  
Details .....  
.....  
.....  
.....
3. Subject .....  
Details .....  
.....  
.....  
.....
4. Subject .....  
Details .....  
.....  
.....  
.....

By the duly authorised representatives **signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents,** listed in the tender data and addenda thereto (as listed in the Returnable Documents). As well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer, during this process of Offer and Acceptance.

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

SIGNED ON BEHALF OF/BY THE TENDERER:

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

SIGNED BY WITNESS:

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

SIGNED ON BEHALF OF THE EMPLOYER :

<div></div>	<div></div>
NAME	SIGNATURE
<div></div>	<div></div>
CAPACITY	DATE

SIGNED BY WITNESS:

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed copy of the original of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day) of ..... (month) ..... (year)

at ..... (place)

### SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

### SIGNED BY WITNESS:

NAME

SIGNATURE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: RE-ADVERTISEMENT: JG

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

## C1.2. Contract Data

### Part 1: Contract Data Provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

#### **General Conditions of Contract for Construction Works (Third Edition, 2015)**

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from 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.

Copies of the General Conditions of Contract are available for inspection and scrutiny, at the offices of the Employer.

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

The Contract Data, General Conditions of Contract and Special 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.

## Part 2: Data Provided by the Contractor

### Clause 1.2.1: Delivery of Notices

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:.....

Fax:.....

Email: .....

### SIGNED ON BEHALF OF/BY THE TENDERER :

NAME

SIGNATURE

CAPACITY

DATE

---

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: RE-ADVERTISEMENT: JG

TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

### C1.3. Arbitration

Arbitration shall be carried out in terms of Clauses 10.7 of the General Conditions of Contract and Contract Data.



JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## C1.4. Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN JOE GQABI DISTRICT MUNICIPALITY (HEREINAFTER 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 there under.

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 Sub-Contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-Contractors will comply with the conditions set out.

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 Plan.

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

**SIGNED BY/ON BEHALF OF CONTRACTOR –MANDATORY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

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

**SIGNED BY/ON BEHALF OF JOE GQABI DISTRICT MUNICIPALITY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**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/she, his/her 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/her employees

and/or his/her 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.

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## Part C2: Pricing Data and Bill of Quantities

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JOE GQABI DISTRICT MUNICIPALITY

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**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## C2.1. Pricing Instructions

The pricing schedule is broken down into two parts, Capex and Maintenance.

**Both components must be completed by the bidder. Failure to complete the Pricing Schedule in full will result in disqualification.**

1. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, for the Work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work; and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data; as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional Work that may have to be carried out.
2. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
3. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
4. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
5. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of Work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
6. Reasonable compensation will be received where no pay item appears, in respect of Work required in the Bills of Quantities in terms of the Contract, and which is not covered in any other pay item.
7. The short descriptions of the items of payment given in the Bill of Quantities, are only for the purposes of identifying the items. More details regarding the extent of the Work entailed under each item's description, appear in the Scope of Work and Specification Data.
8. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.
9. The clauses in the Specification Data in which further information is provided regarding a schedule item, appears under the **"reference clause"** column in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of the scheduled items. Further information and specifications may be found elsewhere in the contract documents.

JOE GQABI DISTRICT MUNICIPALITY

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## C2.2. Bill of Quantities

### PREAMBLE TO BILL OF QUANTITIES

#### General

1. The tender data, the Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities.
2. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
3. Except that the rates shall not include Value Added Tax (VAT). The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in, and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
4. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.
5. The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.
6. The Bill of Quantities is broken down into two parts, Capex and Maintenance. Both components of the Bill of Quantities must be completed by the Tenderer. Failure to complete the Bill of Quantities in full will result in disqualification.

### JGDM TELEMETRY PROJECT CAPEX PRICING SCHEDULE

Item	Site	Description	Qty	Unit Price (Vat excl.) R	Total Price (Vat excl.) R
1		<b>TELEMETRY EQUIPMENT with the following Specifications</b>			
1,1		415E-2 Ethernet Networking I/O and Gateway - Modbus TCP/ RTU gateway, Embedded modbus master/slave for I/O transfer, DNP3 I/O and gateway (level 2+)	1		
1,2		8 digital inputs (shared with outputs), 1–4 configurable as PI or PO			
1,3		8 digital outputs (shared with inputs), 1–4 configurable as PI or PO			
1,4		4 AI (2 differential, 2 single ended)			
1,5		2 AO (sourcing)			
1,6		Battery 45Ah 12Volt			
1,7		GPRS Antennae			
1,8		Elpro 645M GPRS Router			
1,9		Meanwell Power Supply			
2		LEVEL MEASUREMENT - ULTRASONIC DEVICE	1		
2,1		MERCURY FLOAT SWITCH 20M CABLE 1A 250V for continuous level control switching of liquids	1		
2.2		Vandal Proof Mounting Brackets/Enclosure	1		
2.3		Instrument Cable –Including Trenching	1		

Item	Site	Description	Qty	Unit Price (Vat excl.) R	Total Price (Vat excl.) R
<b>3</b>		<b>LABOUR</b>			
3,1		Project Management	1		
3,2		Design	1		
3,3		Telemetry Panel Wiring	1		
3,4		Installation	1		
3,5		Commissioning	1		
3,6		Documentation and Handover	1		
	<b>Subtotal 1-Telemetry System for 1 Site: (Item 1 + Item 2 + Item 3)</b>				
<b>4</b>		<b>SCADA &amp; Fault Tolerant Server</b>			
4,1		ThinManager SCADA Solution - License & Engineering	1		
4,2	Fault Tolerant Server - SCADA	ftServer 2900, 1-socket, 2.2 GHz 10-core processor	1		
		Automated Uptime Layer for VMware vSphere 6.7-based Class C ftServer Systems, Release 6.7	1		
		Microsoft Windows Server 2016 Standard Edition Media Kit, license for minimum quantity of 16-cores (for P2900-1S, which has 10 cores). Provides 2 VMs.	3		
		Win 2016 Remote Desktop Services Device CAL, 5 CALs version	1		
		Microsoft® Windows Server® 2019 Client Access License (5 Device)	1		
		VMware vSphere Essentials Kit for 3 hosts (Max 2 processors per host)	1		
		32 GB DDR4 RDIMM	4		
		ftServer disk filler panel	12		
		600GB 15K 12Gb SAS 2.5- inch HDD	4		
		ftServer USB Keyboard/Mouse	1		
4,3	Monitor	MECER 42" 16X9 FULL HD	1		



Item	Site	Description	Qty	Unit Price (Vat excl.) R	Total Price (Vat excl.) R
		1920X1080 LED MONITOR			
4,4	One-Time Service Fees	ftServer 29xx Jumpstart System Installation ESX	1		
	Once-Off Installation Fees	VMware Getting Started Education Package	1		
5	System Upgrades	Adroiitver 8 to ver 10 Upgrades	6		
	Subtotal 2: (Item 4 + Item 5)				R
TELEMETRY SYSTEM COSTS FOR 50 SITES (Subtotal 1)			50	R	
FT SERVER & SCADA UPGRADE (Subtotal 2)			2	R	
SUBTOTAL 3			R		

**JGDMTELEMETRYPROJECT MAINTENANCE OF TELEMETRY, SCADA & INSTRUMENTATION PRICING SCHEDULE**

Item	Site	Description	Qty Monthly	Unit Price (Vat excl.) R	No of Sites	Total Price (Vat excl.) R
1	1 New Site	Pumpstation and Wastewater site: Pro-active System Management and Improvement inclusive of spare parts, software updates, resources, travel, support and maintenance for maximum operational efficiency 24/7/365.	1		25	
2	1New Site	Pumpstation and Reservoir Water sites: Pro-active System Management and Improvement inclusive of spare parts, software updates, resources, travel, support and maintenance for maximum operational efficiency 24/7/365.	1		25	

3	1 Existing Site	Pumpstation and Reservoir Water sites: Pro-active System Management and Improvement inclusive of spare parts, software updates, resources, travel, support and maintenance for maximum operational efficiency 24/7/365.	1		106	
Subtotal 4: (Item 1 + Item 2+ item 3)					R	
APPROXIMATE MAINTENANCE - YEAR 1				12 months	R	
APPROXIMATE MAINTENANCE - YEAR 2				12 months	R	
APPROXIMATE MAINTENANCE - YEAR 3				12 months	R	
ESTIMATED 3 YEAR'S TOTAL MAINTENANCE COST					R	
3 YEAR'S ESTIMATE WITH CAPEX PORTION (Subtotal 3)					R	
SUBTOTAL 5					R	
VAT					R	
TOTAL					R	

**TIME FOR COMPLETION OF CONTRACT:  
AS STATED IN THE FORM OF OFFER (PAGE 115).**

**SIGNED BY/ON BEHALF OF TENDERER :**

**NAME**

**SIGNATURE**

**DATE**



COMPANY STAMP

JOE GQABI DISTRICT MUNICIPALITY

**CONTRACT NO.:** RE-ADVERTISEMENT: JG

**TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## Declaration

(In respect of completeness of tender)

JOE GQABI DISTRICT MUNICIPALITY  
Office of the Municipal Manager  
Corner of Cole & Graham Streets  
BARKLY EAST

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document. The returnable document comprises 88 pages which includes the Bill of Quantities comprising 4 pages in consecutive order upon which my/our tender for the

**CONTRACT NO.:** RE-ADVERTISEMENT: JG : **TELEMETRY SYSTESM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS** has been based.

**SIGNED BY/ON BEHALF OF TENDERER :**

NAME

SIGNATURE

DATE



**COMPANY STAMP**

---

## Part C3: Scope of Work

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C3.1 Description Of The	127

### **Status**

In terms of the South African law the whole of the Contract is to be taken together, so as to give effect to every part, each clause helping to interpret the other.

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

- The Contract Agreement
- The Letter of Acceptance
- The Particular Conditions
- The General Conditions
- The Schedules
- The Specification (Scope of Works)

**CONTRACT NO.: RE-ADVERTISEMENT: JG**

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

## **C3.1. Description of the Scope of Works**

### **C3.1.1 Background**

Joe Gqabi District Municipality is located within the Eastern Cape Province and borders Free State Province and country of Lesotho to the north. The greater percentage of its area consists of commercial farms and the rest is dispersed rural settlements. Due to its geographic location, the municipal area is mostly mountainous, challenged with communication (poor cell phone and radio signal) and extreme weather conditions (heat, snow, and ice). The long and often treacherous distances that have to be travelled by personnel working in water services, coupled with poor communications infrastructure, is the biggest challenge for the service delivery in water services, especially the operational and maintenance of infrastructure.

The Municipality desires to implement a fully-fledged system of remote alert and monitoring of the performance of infrastructure in real-time online basis for the improvement of quality of service and response to interruptions. Such a system must be able to withstand the afore-mentioned conditions and bring the desired solutions. Due to its geographic location the district faces the following challenges:

- Communication (poor cell phone and radio signal)
- Extreme weather conditions (heat, snow, ice, and lightning and thunder)
- The long and often treacherous distances that must be travelled by personnel working in water services.
- Communications infrastructure, the biggest challenge for the service delivery in water services, the operational and maintenance of infrastructure.
- Skills level are low in the area and thus simplicity and ease of use for all infrastructure is key.
- Some areas do not have power or electricity, solar panels will have to be built.
- Theft and vandalism.

### **C3.1.2 Objectives of the Project**

The main objective of this project is to provide easy and reliable technologies for the functioning of treatment plants. This assist in abrupt response to any error detections and diagnoses before any serious damage is caused. JGDM seeks to provide remote alert and monitoring of performance of infrastructure in real time and online basis for the improvement of quality of services, as well as response to interruptions in general. The recommended systems must be able to overcome the communication barriers and extreme weather conditions experienced in most of the JGDM areas.

### **C3.1.3 Current existing telemetry infrastructure**

Most of the WTWs has a Supervisory Control and Data Acquisition (SCADA) system onsite that monitors reservoir levels and pumps. The Municipality has a Technical Operating Centre (TOC), which is based in Barkly East Offices. Data is transferred from the various sites to the TOC. The Supervisory Control and Data Acquisition (SCADA) System in the TOC is used to monitor all water treatment works, Pumpstations and remote reservoirs and this is where the information is collected to one Central point which is the Technical Operating Centre. Configuration of remote reservoir levels, pump statuses, reservoir/pump trends, alarm management, High/Low sms notifications and trend analysis was done.

Telemetry system has been installed and commissioned in the following sites:

- Mt Fletcher WTW Regional Bulk Scheme (Pump stations and Reservoirs Monitoring)
- Ugie WTW (Pump stations and Reservoirs Monitoring)
- Barkly East WTW (Pump stations and Reservoirs Monitoring)

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- Rhodes WTW (Pump stations and Reservoirs Monitoring)
  - Sterkspruit WTW Regional Bulk Scheme (Pump stations and Reservoirs Monitoring)
  - Jozana WTW (Pump stations and Reservoirs Monitoring)
  - Aliwal North WTW (Pump stations and Reservoirs Monitoring)
  - Jamestown WTW (Pump stations and Reservoirs Monitoring)
  - Burgersdorp WTW (Pump stations and Reservoirs Monitoring)
  - Steynsburg WTW (Pump stations and Reservoirs Monitoring)
  - Oviston WTW (Pump stations and Reservoirs Monitoring)

#### **C3.1.4 Scope & extent of work**

The Scope of the project includes but is not limited to the following:

1. Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational Telemetry system to approximately 50 sites. The sites where the Telemetry system will be installed will be identified by the Employer.
2. Supply, install, repair, upgrade and maintain the new, approximately 50 sites, and existing, approximately 106 existing sites, telemetry management system in order to enhance service delivery.

#### **C3.1.5 Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational telemetry system to approximately 50 sites.**

##### **C3.1.5.1 Application**

This Specification covers the requirements for a radio telemetry system for Joe Gqabi District Municipality. The main purpose of this Specification is to ensure the delivery of a Radio Telemetry system which has been properly designed and constructed to ensure safe reliable operation and is simple to maintain.

##### **C3.1.5.2 Telemetry system**

1. Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational Telemetry system.
2. A typical telemetry system covered by this specification shall consist of the following:
  - 2.1. SCADA System
  - 2.2. Master or Base Station
  - 2.3. Remote Slave or Outstations
  - 2.4. Radio Frequency (RF) equipment
  - 2.5. Antenna and Mast(s)
  - 2.6. Remote Terminating Unit(s) (RTU's)
  - 2.7. Power Supply equipment
  - 2.8. Power supply, signal, and RF cabling
  - 2.9. Equipment Earthing
3. The exact system configuration and related equipment necessary for the complete installation, shall be as detailed in the Project Specification.

##### **C3.1.5.3 General**

1. The following definitions are used in this Specification:
  - 1.1. The term "Telemetry Station" shall apply to both Base Stations and Outstations.

##### **C3.1.5.4 Standards**

###### **C3.1.5.4.1 Associated Documentation**

1. This Specification identifies the Employer's standard modifications and requirements, which shall be applied to the statutory and recognised standards. The detailed specification of the project or site-specific requirements will be found in the Project Specification and its accompanying Technical Data Sheets, which shall be read in conjunction with this Standard Engineering Specification.
2. The design, construction, installation, inspection, testing and commissioning of the Installation shall comply with all relevant Statutory Regulations, and the latest editions (current at the time of Tender) of all relevant South African National Standards.
3. Any items not specifically detailed in this Specification, which are necessary to provide a safe and fully operational working system, shall be deemed to be included.

#### **C3.1.5.4.2 Regulations, Specifications and Standards**

1. The design, construction, inspection and testing of the Telemetry system shall comply with all relevant Statutory Regulations and Directives including:
  - a. The Telecommunications Act, 2000
  - b. The Independent Communications Authority of South Africa Act, 2000
  - c. Electronic Communications Act, 2005
  - d. Occupational Health and Safety Act (Act 85 of 1993)
  - e. Construction Regulations 2003 issued in terms of Section 43 of the Act
  - f. Local Fire Regulations; and
  - g. Regulations of the Local Supply Authority.

and the latest editions (current at the time of Tender) of all relevant SANS, British Standards and International Standards, including:

Table 1: Reference Standards

Standard Number	Description
SANS 1063	Earth rods, couplers and connections
SANS 1091	National colour standards of Paint
SANS 10142-1	Wiring of Premises, Part 1: Low Voltage Installations
SANS 10199	The design and installation of earth electrodes
SANS 60529	Degrees of protection provided by enclosures (IP Code)
SANS 61643	Low-Voltage Surge Protection Devices
NRS 042	Guide for the protection of electronic equipment against damaging transients

#### **C3.1.5.4.3 The installation shall also comply with:**

1. This Specification including all Technical Data Sheets; and
2. Any documentation issued by, or on behalf of, the Employer in respect of the Installation.
3. The Contractor shall follow an approved, auditable quality assurance procedure covering the design, construction, and inspection and testing of the Installation.

#### **C3.1.5.5 Telemetry specification**

##### **C3.1.5.5.1 General**

1. The Telemetry system shall be primarily intended as a long-distance radio frequency communications medium to obtain data from remote locations and present them on a SCADA computer (or mimic control desk) for mainly monitoring, logging and trending purposes but in special cases also for control purposes.
2. In special cases, and only when directed by the Engineer or Client in the Project Specification, the Telemetry system may also be used as a communications medium between control devices such as Programmable Logic Controllers (PLC).
3. The Telemetry system shall be implemented as a distributed digital data communications network.
4. Each Telemetry station shall be supplied as a complete stand-alone self-contained unit suitable for floor standing or wall mounting providing an autonomous fully functional system.
5. The Telemetry system shall operate in the licensed UHF radio frequency band and/ or the licensed Microwave frequency band and only under special circumstances, and as directed by the Engineer or Client in the Particular Specification, shall the unlicensed frequency bands (e.g. Spread Spectrum Modulation) or Global System for Mobile Communications (GSM) technology be used.
6. All Telemetry equipment, including that to which it connects (e.g. PLCs or Computers) shall be adequately protected against the effects of Electromagnet Interference (EMI) and Radio Frequency Interference (RFI) as also described in the Engineering Specification SPE-II-0001 "General Electronic Installations".
7. The Contractor shall be responsible for ensuring electromagnetic compatibility of the control system components with one another and with the overall electrical and mechanical installation on the plant or the works.
8. Each Telemetry station shall include a battery backed up power supply for continued operation even under mains supply failure conditions.
9. The installation shall be earthed and include lightning protection measures for the Telemetry equipment and its antenna supports/ masts as well as providing surge arrestors on the power supply, all signal and RF circuitry, all as detailed in the Engineering Specification SPE-II-0001 "General Electronic Installations".

##### **C3.1.5.5.2 Functional requirements**



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1. The prime purpose of the Telemetry system shall be to transfer data between outstations and a base station then on to a SCADA system according to one of the standard Telemetry protocols as stipulated in the Project Specification.
  2. It shall be possible to fully and freely diagnose, programme, configure and test the Telemetry stations both locally and remotely by means of a data cable connected to a portable programmer/ computer or via the radio communication channel.
  3. The Telemetry system shall allow voice communications over the radios between stations to assist with network commissioning and transmission troubleshooting.
  4. All Telemetry data shall be transmitted in a digital format with a baud rate that is appropriate for the application.
  5. The remainder of the Telemetry network shall not be affected by the failure of any one of the network's outstations.

#### **C3.1.5.5.3 Telemetry Remote Terminating Unit (RTUs) detailed requirements**

1. General
  - a. The RTU shall be of robust design suitable for industrial application and shall have a proven industrial track record in the RSA and be Type Approved by ICASA.
  - b. The RTU shall monitor and control all points connected to the RTU as detailed in the Project Specification.
  - c. The design of the RTU shall be such that the minimum number of function cards are required to support binary input/outputs and analogue input/outputs.
  - d. All function cards shall be interchangeable between RTU's with the possibility to re- configure the card's address configuration, preferably through software.
  - e. The RTU's configuration settings shall be stored in non-volatile memory (NVRAM) thereby not requiring an external battery to support it during a power failure.
  - f. Programmable RTUs (i.e. with Logic Functionality) shall be provided when stipulated in the Project Specification and such RTUs shall be supplied with an internal battery, providing backup for a minimum of ninety (90) days of the programmed functionality.
  - g. The RTU(s) shall be suitable for installation in standard electrical enclosures, either separately floor standing, wall mounted or located within a separate compartment of the Low Voltage assembly it is associated with. The layout / general arrangement of the components and the overall enclosure size shall be submitted for the approval of the Engineer before manufacture and assembly.
2. Components.

RTUs shall be modular and consist of the following components:

  - a. A central processing unit (CPU).
  - b. Communication interface(s) (either integral to the CPU or as separate modules).
  - c. Input and output modules (I/O Modules) suitable for analog, digital signals, and counter inputs.
  - d. A power supply unit.
  - e. A separately contained battery backed up power source consisting of a charger and low maintenance battery set to suit the system duty.
  - f. Screw Terminals and surge protection modules for signal and power circuits.
3. Enclosure
  - a. The RTU components shall be installed in a lockable enclosure constructed of materials as stipulated in the Project Specification and with internal mounting / chassis plate, external ON/OFF switch, system TEST button and external system ON pilot light.
  - b. The RTU Central Processing Unit (CPU), Power supply Unit (PSU) and I/O Modules shall be mounted on standard DIN-rail, or in 19-inch rack mount frames as stipulated in the Project Specification.
  - c. The means of connection between the modules and the back-plane for 19 inch rack mounted modules shall be submitted for the approval of the Engineer.
  - d. For DIN rail mounted modules the connection between CPU, UPS and I/O modules shall be by means of ribbon cable in "daisy chain" fashion using connectors with eject latches and strain relief.
  - e. Power supply (PSU) equipment that is neither 19-inch rack mountable or DIN rail mountable shall be securely fixed with brackets to the RTU enclosure chassis plate.
  - f. Input and Output connections to the I/O modules shall be by means of rail mounted screw terminations suitable for multi-stranded copper conductor wires with a cross sectional area of up to 1.5 mm<sup>2</sup>. The I/O Module shall be able to be unplugged and removed without disturbing the field wiring.
  - g. All I/O modules shall be keyed to ensure that only the correct type of I/O Module can be plugged into a specific wired location. All connectors shall be D-type or similar to prevent the reverse connection of modules.
4. Central Processing Unit (CPU)

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- a. The CPU module shall be a completely self-contained microprocessor-based unit specifically designed for RTU Telemetry communication system.
  - b. The CPU Module shall be equipped with a CPU watchdog timer circuit that will automatically restart the system in case of severe electrical disturbances. It will also check that the RTU program is regularly executed.
  - c. The CPU memory capacity and number of internal registers, inputs and outputs that the CPU can support shall be as detailed in the Project Specification.
  - d. The CPU Module shall be able to accommodate the following types of extension modules:
    - i. Digital inputs and outputs
    - ii. Analog input and outputs
    - iii. Pulsed Counter inputs.
  - e. The CPU shall be programmable with IEC61131 Logic as and when stipulated in the Project Specification.
5. Power Supply Unit (PSU)
- a. The PSU module shall be an SABS, CE or UL approved regulated conditioning 24 V DC power supply unit that receives its power from either 230 V AC 50 Hz or 24 V DC battery supply system as described in the Project Specification.
  - b. The output voltage and power output of the unit shall be selected to suit the complete RTU installation and all associated peripherals. i.e. to power the CPU, IO Modules, communications modules and all Input and Output circuits plus 25 % spare capacity.
  - c. The unit shall comply with the minimum operating parameters and conditions as stated in the relevant Data Sheet.
  - d. PSU modules shall be either DIN rail mounted or supplied with fixing arrangements for chassis mounting.
6. Data communication
- a. The RTU shall provide one or more serial communications port(s) with data bit rates of minimum 9,600 baud up to 152,000 baud.
  - b. The RTU shall be able to communicate with a SCADA system and/ or with other RTU's via a serial radio or modem using one of the industry standard data communications protocols as stipulated in the Project Specification.
  - c. Proprietary protocols will not be accepted and the minimum protocols that shall be supported are:
    - i. Modbus RTU
    - ii. Distributed Network Protocol (DNP3)
    - iii. IEC60870-5-101
    - iv. MPT1327
    - v. Transport Control Protocol / Internet Protocol (TCP/IP)
  - d. The integrity of the data communicated over the telemetry system shall be ensured according to the chosen protocol. The probability of an error going undetected shall be less than  $10^{-5}$  for a transmission rate of 9600 baud and a signal to noise ratio better than 10 dB.
  - e. The Telemetry System shall be able to acknowledge messages received on the radio link or modem and shall be capable of re-transmitting a message if it is not acknowledged after a pre-determined time-out period, all according to the chosen protocol. It shall be possible to select the protocol by means of software configuration or a DIP switch setting. A station shall attempt 3 re-tries at transmitting a message, if it is not acknowledged.
  - f. The system shall support time-stamping of all events at a remote station, and transmit this time-stamp data to the base station (e.g. Digital Change-of-State or Analog configurable percentage Change-of-Value).
  - g. Time-stamps shall be possible down to at least 1 ms resolution.
  - h. The Telemetry base station shall pass time-stamped event data to the SCADA for display, alarming and/ or logging purposes.
  - i. Provision shall be made at each station to prevent permanent radio transmission under fault conditions. Valid data transmissions shall be made according to the stipulated protocol.
7. Addressability
- a. Each RTU shall be allocated a unique station address.
  - b. The system shall support a minimum of 256 RTU addresses (with Address 0 and 255 reserved for system use).
  - c. Each RTU shall be capable to handle a minimum of 2048 I/O's.
8. Modes of operation
- All RTU's shall support three modes of operation corresponding with the applicable communications protocol, being:
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- a. Interrogation by Master (Polling)
    - i. The RTU's CPU Module shall be configurable to define the station as fulfilling a Master or Slave role.
    - ii. A Master station shall interrogate (cyclically poll) all slave stations allocated to that specific Master. The Master shall initiate this interrogation sequence on a set time- interval and station address priority sequence as programmed.
    - iii. The polling sequence shall be executed as follows:
      - The Master shall transmit its own control data so as to update all slave stations with corresponding Decode Channels.
      - The Master shall then proceed to transmit a polling request command datagram to each slave station.
      - Polling requests shall be typically 3 seconds apart (default value), allowing enough time for the Interrogated station to respond. Data exchange with the slave station shall be completed before proceeding to the following Station.
      - The station that is polled shall respond within a defined time-out and number of retries, by transmitting all its I/O Module data as well as configuration data.
      - The SCADA system shall send and receive data to and from the Master station after every polling cycle.
  - b. Change-of-State Mode
    - i. The Change-of-State Mode shall enable any slave station to transmit when any input data changes, e.g. a digital input changes state or an analog input changes by a configurable difference value.
    - ii. The RTU shall allow the user to be able to set individual change of value parameters for each of the analogue inputs and individual change of state 'debounce' timers for each of the digital inputs.
    - iii. Digital inputs shall be 'de-bounced' in software, requiring that a state exists for longer than a preset, but adjustable time (default value 300 ms) before it is regarded as a change-of-state.
  - c. Timer
    - i. The RTU's CPU shall be configurable (through software or hardware) to allow different Timer mode settings that enable the slave station to transmit its input data at regular time-intervals.
    - ii. The following time intervals shall be accommodated:
      - timer off = timer mode disabled
      - timer enabled to 1 minute
      - timer enabled to 5 minutes
      - timer enabled to 10 minutes
      - timer enabled to 20 minutes
      - timer enabled to 30 minutes

## 9. I/O modules

The following I/O modules, as detailed below shall be available:

- a. Digital input modules
  - i. Digital input modules shall be able to accommodate potential free contacts and transistor inputs (NPN and PNP).
  - ii. All digital inputs shall be protected against accidental voltage inputs of up to 240 V AC.
  - iii. Digital input modules shall be able to accommodate 8, 16 or 32 inputs per module with a minimum grouping of 8 inputs with common ground per module.
- b. Digital output modules
  - i. Digital output modules shall provide transistor or relay contacts as output.
  - ii. The relay contacts shall be rated for 24 V DC 5A or 220 V AC 6A and shall be capable of withstanding an inrush current of 15 A.
  - iii. Digital output modules shall be able to accommodate 4, 8 or 16 individual outputs per module.
- c. Analog input modules
  - i. All analog inputs shall have a resolution of 0,1 %. All analog values shall be converted to at least a 12-bit digital signal for telemetry transmission.
  - ii. Analog input modules shall be able to accommodate 2, 4 or 8 analog inputs per module.
  - iii. All analog inputs shall be individually and galvanically isolated.
  - iv. The following types of analog inputs shall be accommodated and shall be field selectable:
    - 0-5 V DC
    - 0-10 V DC
    - 0-20 mA and
    - 4-20 mA
- d. Analog output modules
  - i. All analog outputs shall have an accuracy of better than 0,1 % of full scale.
  - ii. Analog output modules shall be able to accommodate at least 2, 4 or 8 analog outputs per module.
  - iii. All analog output modules shall be individually and galvanically isolated.
  - iv. The following types of analog inputs shall be available and shall be field selectable:

- 0-5 V DC
  - 0-10 V DC
  - 0-20 mA and
  - 4-20 mA
- e. Counter input modules
- i. Counter inputs shall be suitable for accumulating up to 65 536 pulses (16 bits) at the outstation, at a rate of up to 10 pulses per second.
  - ii. Counter inputs shall be suitable for potential free contacts.
  - iii. Counter input modules shall be able to accommodate at least 4 counter inputs per module.

#### **C3.1.5.5.4 Communication system**

1. The Telemetry system shall primarily make use of a Digital Radio Carrier Frequency communications device to transmit and receive data between the base station (master) RTU and out station (slave) RTUs. Alternate communication means shall be via fibre optic or leased line (telephone) media using suitable converters and modulator/demodulators (MODEM).
2. Only Radio Carrier equipment that is approved and licensed by the Independent Communications Authority of South Africa (ICASA) for use in the Republic of South Africa will be accepted.
3. Radio transceivers shall preferably be fully synthesized and programmed only for those frequencies granted by ICASA for use in the project area.
4. The Radio transceivers shall be capable of both data and regular voice channels (The voice channel shall be accessible during commissioning and fault finding).
5. Radio equipment shall include repeater functionality where communications paths cannot be achieved directly. Radio signal repeating shall be provided by either linking two radios and using adjacent frequencies (more than 12.5 kHz separation) or by digital store-and-forward methods using the same frequency.
6. Radio and Frequency selection shall be application specific and as detailed in the Particular Specification. In general the following frequencies and Radios shall be required:
  - a. Digital Radios using Frequency Shift Keying (FSK) operating in an allocated frequency of the UHF spectrum range (400-450 MHz)
  - b. Digital Trunked Radios using Time Division Multiplexing (TDMA) operating in an allocated frequency of the UHF spectrum range (380-400 MHz)
  - c. General System for Mobile Radio (GSM/GPRS) in the UHF range (900 MHz) operating under a public "cellular" service provider account.
  - d. Spread Spectrum Radios using IEEE802.11 standards operating in the 2.4 GHz, 3.5 GHz or 5 GHz "microwave" range under general unlicensed multi access wireless Ethernet principals.
7. Each telemetry station (Radio and RTU) shall provide communication ports supporting physical link layer connectivity via RS-232/RS-422/RS-485/USB or Ethernet standards, and communications protocols such as Modbus-RTU, DNP-3, IEC60870-5-101, MPT1327 (Trunked Radio), GSM/GPRS (Packed Radio) and TCP/IP (Spread Spectrum Radio) for:
  - a. Communication link to master site (e.g. by modem)
  - b. Interface to diagnostics terminal
  - c. Interface to SCADA operator station
  - d. Interface with PLC's.

#### **C3.1.5.5.5 Antennae and Masts**

1. Antennae and mast selection shall be done based on a radio propagation study taking into account the topographical data in the area and the required signal strengths for reliable and error free transmissions.
2. The type of antennae selected shall be suitable for the radio communications medium chosen and as specified in the Project Specification i.e. typically for UHF, GSM and Trunked radio this shall be a dipole whip type or collinear antennae or Yagi-uda type and for Microwave radio it shall be a parabolic dish.
3. The complete structure of antennae and masts for base stations, out stations and repeater stations shall be capable of withstanding steady state or gusting wind velocities up to 160 km/h at 10 m above ground level.
4. Where masts and antennae are erected in areas with expected temperatures below zero resulting in icing (or snow build-up), they shall additionally be capable of carrying a coating of ice of up to 12 mm thick.
5. Masts exceeding 8 m in height shall be either of tubular or lattice construction.
6. All masts sections shall be galvanised in accordance with SABS 763-1977. No drilling, cutting, or welding shall be permitted after galvanising. All bolts, washers, nuts, thimbles, turn buckles and similar small parts shall be hot-dipped or otherwise electro- galvanised after machining is completed.
7. Where riveted mast sections are offered, the riveting shall be carried out at the manufacturer's works employing heated high tensile steel rivets. Cold riveting on site shall not be acceptable.

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8. Tubular mast designs shall employ joints between sections, of the flanged, parallel sleeve socketed or taper sleeve socketed type. Screwed socketed types shall not be permitted. Only bolts and nuts shall be used for construction on site.
  9. Where masts require rigging to install, these shall be by wire ropes and such ropes shall be terminated using appropriate thimbles. Pressure weld splicing is preferred to the use of Crosby clamps or handmade splices.
  10. Where guy wires are attached to lattice masts, the guy wires shall not pull on the mast legs, but shall be attached to a guy tie frame.
  11. In the case of out and base station masts with a total height of less than 9 m, it will be preferable for the supplier to offer masts which can be erected and unrigged by the use of an erection mechanism. This type of mast shall be so designed that maintenance staff can lower them at will and re-erect them without requiring special cranes and/or rigging equipment.
  12. For fixed masts, a safety-climbing means/ device shall be supplied to enable maintenance of the masts and antennae to be carried out. If a caged ladder on the mast is to be used for maintenance purposes, it shall comply with the Occupational Health and Safety Act of 1993. The manufacturer shall supply detachable steps for the first 3 m of masts above ground level.
  13. When directional antennae must be mounted on the masts, the brackets and mounting hardware to be used shall allow redirection of the antennae without damaging painted and galvanised mast sections.
  14. Painting (when required as stated in the Project Specification) shall ensure that all mast sections and members are protected by an appropriate number of layers of the specified high-quality paint. The coating shall be applied in such a way that no bare metal is exposed on any part of the mast, mast base or guy wires and mounting accessories.
  15. Before painting any piece of metal, the surface shall be properly treated with the necessary reagents, solvents, etching primers and the like to ensure long-lasting protection of the metal surface by the paint.
  16. Galvanised mast members shall be treated in accordance with the requirements of SABS method 26 (as far as practically possible) or an equivalent method before any paint is applied to the metal surface.
  17. In the case of non-galvanised mast sections, paintings shall be done according to the SABS 046-1979 specifications.
  18. No section of any mast which is to be set in concrete (i.e., mast base section, holding down bolts, bolt frame, etc.) shall be galvanised. These sections shall be untreated mild steel, all protruding surfaces shall be thoroughly cleaned and painted with bitumen epoxy as per SABS 1200 HC after the footing has cured.
  19. The antennae cable shall be installed either inside the mast (accessible from removable covers) or in a 20 mm HDG Conduit with end caps attached to the mast via bolted saddles.
  20. In general masts taller than 30 m shall be equipped with aircraft warning lights with the amount and placement of lights in accordance with CAA recommendations as stipulated in the Project Specification.

#### **C3.1.5.5.6 Power Supply**

1. General
  - a. The complete Telemetry equipment shall be supplied with electrical power from either a low voltage mains supply source when available or a stand-alone generator power supply where mains supply is not available.
  - b. The arrangement shall furthermore include battery back-up in all cases such that the Telemetry station remains operational for a prescribed amount of time in the event of a power outage as stipulated in the project Specifications.
2. Mains power supply
  - a. Mains power supply shall be at low voltage, 230 V AC, 50 Hz single phase via a Circuit Breaker suitably sized to isolate the supply and protect the equipment against overload and/ or short circuit.
3. Battery supply
  - a. Battery supply shall be at 12 V DC or 24 V DC with a suitable quantity and configuration chosen to suit the back-up time required with the calculated static load of all Telemetry related equipment. A fully operational back-up time of 24 hours is required unless otherwise specified.
  - b. Batteries shall be of the low maintenance or maintenance free types using Lead Calcium or Metal Halide cells.
4. Chargers
  - a. Battery chargers shall be designed to maximise battery life and effective battery capacity. Preference will be given to intelligent battery management type chargers. Chargers shall not permit the batteries to be overcharged or over depleted.
  - b. The charger shall be rated to completely recharge the battery within 12 hours for a fully discharged battery at 25 °C while delivering the static load.
  - c. Photo Voltaic solar panels with associated battery chargers shall be provided at outstations and repeater stations when stipulated in the Project Specification. The capacity of these chargers shall be sufficient to allow operation of the system to continue under 80 % overcast conditions lasting for periods up to two weeks. Allowance shall also be made for the fact that dust and dirt may settle on the solar panels. Solar calculations shall be supplied by the Contractor for approval by the Engineer.

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- d. Solar panels shall be of the Photovoltaic multi-cell type and be fitted with a protective cover material that shall be installed in a frame of hot dipped galvanized angle iron at least 3 mm thick. The frames shall make it difficult to remove the panels without special tools or shall be lockable.
  - e. Solar panels shall be provided with a switch to detect its removal and this signal shall be relayed to the outstation inputs for transmission as an alarm.
  - f. When called for in the Project Specification, Wind chargers shall also be required. A horizontal variable wind turbine type charger shall be provided and sized to suit the installation.
  - g. Wind turbine chargers shall be supplied complete with mounting mast and shall be mounted so that there is no interference with the radio mast. The blades of the propeller shall have at least a 2,5 m ground clearance. The blades shall automatically furl in high winds (>16 m/s) to govern the speed.
  - h. Wind turbines shall be equipped with maintenance free sealed bearings. If the charger is mounted in areas with expected sub-zero temperatures, the bearing lubrication shall be chosen to operate below freezing point.
  - i. The charger output shall match the batteries and shall be either 12 V DC or 24 V DC. In light winds (4 – 8m/s), the charger shall still be capable of delivering a minimum of 10 % of rated output.

#### **C3.1.5.5.7 Maintenance Facilities**

- 1. The telemetry system shall provide facilities to enable non-qualified personnel to be able to assess the proper operation of a station.
- 2. Indications
  - a. The status (program running/failed and communications OK/failed) of each I/O module and channel shall be indicated by visible status LED's.
- 3. Test transmissions
  - a. A selector switch shall be provided to enable a Test Transmission to be sent and received from a selected outstation to assess the quality of communications.
- 4. Serial port
  - a. A serial port shall allow a maintenance PC (e.g., Laptop) to monitor the communication system of any outstation.

#### **C3.1.5.6 Installation requirements**

##### **C3.1.5.6.1 General**

- 1. The Telemetry equipment shall be installed in a dedicated enclosure conforming to the Engineering Specification SPE-II-0001 "General Electronic Installations".
- 2. A separate enclosure shall be provided for each Telemetry station related to a reservoir, pump station or treatment works as called for in the Project Specification.
- 3. The installation, termination, earthing and lightning/ surge protection of the Telemetry enclosure (and all associated components) shall conform to the requirements of the Engineering Specification SPE-II-0001 "General Electronic Installations" with additional requirements stipulated below.

##### **C3.1.5.6.2 Telemetry Antennae and Masts Air Terminal**

- 1. A vertical steel or copper clad steel rod or tube lightning conductor, of minimum diameter 15 mm) shall extend above the top of all masts so as to provide a 30-degree cone of protection (measured to the vertical). The rod shall be bonded to the mast by welding or brazing except where otherwise indicated in the Project Specification.
- 2. A copper bonding conductor of 70 mm<sup>2</sup> cross sectional area bare stranded copper shall be run from the top of the mast downwards. This conductor shall be bonded to the mast at several points, with the interval between adjacent bonds not exceeding 1,5 m. All metallic elements in the vicinity of down conductors should be bonded to the conductor. The top bond to the down conductor shall be to the air terminal on top of the mast. The bonding shall be done by welding or brazing process in the case of non-galvanized sections and by the use of clamps in the case of galvanized sections. The bottom end of the down conductor shall be bonded to the earth point.

##### **C3.1.5.6.3 Antennae**

- 1. At least one point on each antenna shall be directly connected to the protective earth. Antennae shall be mounted to the masts with suitable clamps and no metal or plastic straps shall be used for this purpose.

##### **C3.1.5.7 Testing and commissioning**

- 1. The Telemetry system shall be fully tested and commissioned as described in the Engineering Specification SPE-II-0001 "General Electronic Installations" with specific attention to the following:
  - a. The Radio frequency, transmission strength and received signal intensity shall be tested, measured, and recorded in order to ensure reliable and error free transmission. A copy of all tests and measurements shall

be submitted to the Engineer for approval and shall be bound into the Operations and Maintenance manuals.

- b. The RTUs shall be tested with their configurations (and software if programmable units have been specified) loaded into the devices and connected to the actual devices, by simulation of the physical I/O devices to equipment such as MCCs and Field Instrumentation and the Operator interface HMI and / or SCAD

#### **C3.1.5.8 Documentation and training**

1. Comprehensive documentation, training and operations & maintenance manuals shall be provided for each Telemetry station provided for the reservoir, pump station and/ or treatment works under this contract; all as described in the Engineering Specification SPE-II-0001 "General Electronic Installations."

### **C3.1.6 Supply, install, repair, upgrade and maintain the current existing and later the newly installed telemetry management system in order to enhance service delivery.**

#### **C3.1.6.1 Objective**

1. This scope of work is to formalise and clearly communicate the various hardware, services, systems, function and functionalities required by JGDM to Supply, install, repair, upgrade and maintain the existing and new telemetry management system in order to enhance service delivery.
2. The estimated number of sites that are equipped with telemetry RTU and logger stations are as follows table 2 below.

*Table 2 Site with telemetry installed.*

▪ Potable water sites	≈	106
▪ Digi-peater / Repeater sites	≈	3
▪ Sanitation Pump Station (SPS) sites	≈	0
▪ Booster/Sewer Pump Station sites	≈	0
▪ Water Treatment Works	≈	10
▪ Wastewater Treatment Works	≈	0
▪ Reservoirs online instruments	≈	106
▪ Pump Stations online instruments	≈	25

3. Equipment to be supplied under this contract shall strictly comply or be compatible with the existing equipment specifications.
4. The services to be rendered in accordance with this specification are set out in detail in all the constituent parts of this document, but can be summarized as;
5. Checking and verifying the correct operation of existing Master Station communications interfaces, cell modems, existing Analog/Digital radio modems, network switches and cabling.
  - a. Checking and verifying the correct operation of the existing Master Station radio equipment, antenna installations and RF cabling.
  - b. Checking and verifying the correct configuration of the existing Master Station SCADA software
  - c. Software Upgrades and expanding of the existing SCADA software to incorporate new outstations as later detailed.
  - d. Checking and verifying the correct operation of instrumentation as specified.
  - e. Servicing and upgrading where necessary of the existing telemetry outstations in positions as indicated, including outstation RF equipment, cabling, power supplies and interfacing to pump station motor control centres MCC
  - f. Repair and maintain Level measuring sensors.
  - g. Allowance for additional Digital data communication repeater installations in positions to be determined. The new radios shall be fully compatible with the existing radio and repeater system.
  - h. Maintenance of SCADA views nodes which includes cleaning and blowing out dust out of computer boxes.
  - i. Training and documentation as specified.
  - j. Comprehensive and an all-inclusive maintenance program Pro-active and re-active of the entire system for the duration of the contract
6. It shall be compulsory that only experienced, trained and fully certified (Adroit & Elpro Certified) companies, technicians and engineers shall be allowed to provide the above services. The tender shall ensure that the company as well as its personnel complies with this requirement and provide proof of certification. All Equipment operates in the UHF High Band, between 400 and 450 Mhz.

### **C3.1.6.2 Contract Duration**

1. The contract is for the period of three years (36 months) subject to service level agreement to be entered into between the service provider and the employer.

### **C3.1.6.3 Detailed Scope Of Work**

1. The full instrument outstation consists of the following main components:
  - a. IP 65 rated Cabinet
  - b. Power Supply
  - c. Transient (Surge) Protection
  - d. RTU (Elpro 1-5 & 1-4 – Transceiver with built in Radio) + I/O Modules
  - e. Antenna, mast and RF cabling
  - f. Various types of Instrumentation:
    - g. Pressure
    - h. Flow
    - i. Level
  - j. Online Quality Meter (Chlorine, Turbidity, pH, Temperature, Chlorine)
  - k. Earthing installation

### **C3.1.6.4 Frequency Band**

1. All Equipment operates in the UHF High Band, between 400 and 450 Mhz. and some on 5Mhz on our line-of-sight radio medium especially for Substations and view reservoirs for pump control.

### **C3.1.6.5 Master Station Hardware**

1. The Master Station Computers for the telemetry system are installed in the Technical Operations Centre at JGDM offices. The equipment exists and shall be retained and maintained under this contract. The Master Station hardware consists of the following:
  - a. Adroit SCADA HMI Servers
  - b. Modem (Remote Access) RTU
  - c. Elpro RTU
  - d. View Nodes

### **C3.1.6.6 Routine Maintenance Requirements**

1. This tender call for extensive maintenance work to be done on the existing telemetry equipment over the period of the contract. The contractor shall prove that it has extensive experience in maintaining such critical equipment and systems.
2. Routine maintenance shall include but not limited to the following inspections and tests to be done at all the remote telemetry outstations:

Telemetry Enclosure	<ul style="list-style-type: none"><li>• External condition of enclosure</li><li>• Internal condition of enclosure</li><li>• Gland plate fixing and rust</li><li>• Glands and rubber boots – general condition</li><li>• Water seepage at glands</li><li>• Rawbolts and mounting brackets – fixing</li><li>• Conduits/trunking/cable trays etc.</li></ul>
Antenna Inspection	<ul style="list-style-type: none"><li>• Forward Power</li><li>• Reverse Power</li><li>• Check RF connector at T-Piece</li><li>• Check RF connector at Antenna</li><li>• Condition of Coaxial Cable</li><li>• Surge arrestor i.e. ¼ stub, poly-phaser or applicable.</li><li>• Antenna bracket mountings</li><li>• Mast mounting onto bracket</li><li>• Visual inspection of antenna – condition etc.</li></ul>
Earthing Inspection	<ul style="list-style-type: none"><li>• Check earth pin still exists</li><li>• Check earth clamp</li><li>• Earth cable present and physical condition</li><li>• Earth bar to earth pin</li><li>• Mast top to earth pin</li></ul>



	<ul style="list-style-type: none"> <li>• Antenna to earth bar</li> <li>• Earth to MCC earth bar</li> <li>• Check earthing of RF and telemetry surge arrestors</li> <li>• Measure earth impedance</li> <li>• Earth bar</li> <li>• Mast top</li> <li>• Antenna earth</li> </ul>
Mains and Power Supply Inspection	<ul style="list-style-type: none"> <li>• Measure input voltage on Power supply</li> <li>• Measure open circuit voltage on power supply (Pre-adjust)</li> <li>• In circuit voltage</li> <li>• Charging current</li> <li>• Check connectors are tight on P/S</li> <li>• Check supply voltage on RTU</li> </ul>
Battery Inspection	<ul style="list-style-type: none"> <li>• Open circuit voltage</li> <li>• In circuit voltage</li> <li>• Check for corrosion on terminals</li> <li>• Check battery terminal connectors</li> <li>• Battery Load test (require load tester)</li> <li>• Voltage at beginning of load test</li> <li>• Battery voltage after 15 mins</li> </ul>
Desired Control and Status	<ul style="list-style-type: none"> <li>• Start/Stop Pump Control &amp; Status</li> <li>• Open/Close Valve Control &amp; Status</li> <li>• Flow Monitoring</li> <li>• Discharge/Suction Pressure</li> <li>• VSD speed Control and Status</li> <li>• Intrusion Alarm</li> </ul>
Remote Access	<ul style="list-style-type: none"> <li>• Dial-up</li> <li>• Internet</li> <li>• Cellular Modems</li> <li>• Cell phone</li> <li>• Remote monitoring and Control</li> <li>• Real-time customer usage</li> </ul>

3. All the tests shall be carefully recorded in the maintenance book and shall be reported to the Employer on a Monthly basis or as and when requested by the Employer.

#### **C3.1.6.7 Materials and Workmanship**

1. All materials and components used in the manufacture and fabrication of equipment to be supplied under this contract shall conform to SABS / ISO standards and shall be new and of the best quality and class suitable for the purpose specified.
2. Documentation and Tools
  - a. The documentation shall include:
    - i. Overall system description.
    - ii. Block diagrams showing arrangement of the equipment.
    - iii. Outline dimensions and fixing details.
    - iv. Cable-block requirements showing cable requirements.
    - v. Full technical information of each component / module including all schematic drawings. Printed publications that illustrate, in full detail, the equipment offered.
    - vi. Operating instructions including information enabling an operator to re- program the system.
    - vii. A set of As-Build drawings for each station.
  - b. Tools required:
    - i. The contractor shall ensure that its installation and maintenance personnel tools are always in good and effective working condition.
3. Layout of Installation
  - a. It is imperative that JGDM maintains a robust modular RTU system. It must be easy to remove, replace and repair any modular unit without opening-up units.
4. All IO, Radio, Power, surge protection and other sub-components shall be self- contained units which shall be easily removable.

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5. It shall be easy to expand IO, surge protection, and communication mediums to the RTU i.e. be modular / components.
  6. All wiring shall be contained within conduit or trunking or within metal enclosed equipment.
  7. When two or more parallel rows of terminal blocks are used, the clear space between the blocks shall be at least 120 mm.
  8. Where two or more pieces of electrical equipment in close proximity have similar signal or supply conditions, the use of a junction box to group the tail cables shall be made in order that a common multi-core cable may be run to the control room.
  9. Cable entries into outdoor junction boxes shall be bottom entry only.
  10. Cables carrying 230 VAC (power or ON/OFF signals) may only be run on the same cable tray as analogue signal cables if the spacing between the cables is at least 100mm, or if individually and overall screened cables are used. Low voltage signals and power/audio output signals may not be run in the same cable without the permission of Process Control management.

#### **C3.1.6.8 Installation of Equipment**

1. Equipment shall be mounted for maximum accessibility and visibility.
2. Workmanship shall be of good quality and all cutting, drilling, welding, etc., shall be neatly done.
3. Each completed installation, including supports, brackets and wiring shall present a clean, compact appearance.
4. All fixing hardware for field mounted equipment shall be finished off free from burrs or jagged edges.
5. The Tenderer shall price to have these centers available during the contract and for a minimum period of three years after the completion of the contract.

#### **C3.1.6.9 Training Requirements**

1. The following minimum training shall be required under the contract:
2. Introductory & intermediate Telemetry Communication. This shall include theoretical as well as extensive practical training and exercises.
3. Advanced Telemetry Communication to such a level that client will be totally self-sufficient. This shall include theoretical as well as extensive practical training and exercises.
4. Introductory and intermediate Telemetry (RTU) Configuration & Programming tools. This shall include theoretical as well as extensive practical training and exercises.
5. Advanced Telemetry (RTU) Configuration & Programming tools. This shall include theoretical as well as extensive practical training and exercises.
6. Introductory, intermediate, and advance training on Low-power Data Loggers, including theoretical as well as practical training.
7. Training on RF cable replacer. Theoretical as well as practical.
8. Training on Communications Platform (Digital Radios, GSM, etc.) Introductory and intermediate. Theoretical as well as practical.
9. Advance training on Communications Platform. This shall include routing, switching, redundancy, antennas, RF theory, cyber security, PLC programming basic to advance, servers tc. This shall be to such a level that the client will be self-sufficient. Theoretical as well as practical training exercises.
10. Advance training on Communications Platform. This shall include routing, switching, redundancy, antennas, RF theory, cyber security, etc. This shall be to such a level that the client will be self-sufficient. Theoretical as well as practical training exercises.
11. RTU, IO modules & Surge Protection (Introductory & Intermediate). This shall include hardware, firmware, fault finding, etc.
12. RTU, IO modules & Surge Protection (Advanced) to such a level that the client shall be able to be self-sufficient in designing and engineering of complete stations.
13. Standard Specifications for a Radio Communication System
14. A radio communications system is assumed to comprise to all of the items described in the following paragraphs. Where the Specification or Schedules (Bill) of Quantity call for any of these items, the equipment supplied shall meet and be installed according to these specifications.
15. Only radio carrier equipment which is approved by the Independent Communications Authority of South Africa (ICASA) for use in the Republic of South Africa in terms of Radio Act, Act 3 of 1952, shall be offered. The contractor shall, on request, provide the Employer with a copy of the relevant certificate of approval. (Type approval certificate)
16. The solid-state and other components shall be used well within their rating and the temperatures occurring within them shall be well within the manufacturer's safe operating area curves. No fans shall be allowed for cooling.
17. All components shall be protected against output stage short circuiting, operation in open circuit or as a result of antenna mismatching or mistuning.

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18. Terminations and connectors used on co-axial cables shall have an insertion loss of less than 0,3dB and a VSWR (Voltage Standing Wave Ratio) of less than
  19. Radio transceivers shall be fully synthesized and programmed only for those frequencies granted by the Department of Communications.
  20. Equipment supplied shall be suitable for operation in the following conditions:
    - a. Altitude above sea level: 0 to 2 500m
    - b. Ambient temperature: -40 to 70°C
    - c. Wind velocity, at 10m above ground level: 0 to 160 km/h, steady to gusting.
    - d. Relative humidity: Max 95 % at 40°C – Non- condensing.
  21. All equipment offered and supplied to the requirements of this specification shall also be splash proof and shall meet or exceed standards for humidity. The equipment may have to operate under cyclic conditions of low temperature with associated low humidity and shall be able to tolerate these cyclic conditions.

#### **C3.1.6.10 Telemetry Data Communication Network Specification**

1. The Telemetry system forms an extremely important component to JGDM complete business solution and integrates with numerous other systems as the client deem necessary.
2. The following communication mediums shall be utilised within the JGDM telemetry communications infrastructure:
  - a. UHF privately owned radio communication network registered with ICASA.
  - b. A GSM/GPRS communication network on a GDSP system.
  - c. Wi-Fi Radio Networks.
  - d. Fiber Network.

#### **C3.1.6.11 Medium Utilisation**

1. The order in which communication mediums shall be utilized shall be as follow:
2. Where reliable fiber (Ethernet) is available to a remote site, it shall be used as the primary communication medium, with UHF radio communication as the secondary communication medium.
3. Where no fiber is available, UHF licensed radio communications shall be utilized as the primary communications medium, with GSM-GDSP as secondary medium.
4. Where neither fiber nor UHF radio is not possible to be utilized, GSM-GDSP shall be used as the primary communications medium, and Wi-Fi shall be utilized as secondary medium.
5. Satellite communications may be considered in the future if the pricing and availability is favourable but is not utilized under the current Telemetry Data Communication Network.

#### **C3.1.6.12 Network Planning and Report**

1. The telemetry system requires an extensive communications network that shall be capable to utilize a combination of communication mediums, depicted by the specific station conditions and clients requirements.
2. The contractor shall conduct an extensive network planning audit whereby the various communication methodologies required, at each site, shall be evaluated and planned. The contractor shall generate an extensive network design report giving at least the following:
  - a. Execute an extensive RF profile mapping determining the best RF UHF routes to be utilized to each and every site in the network.
  - b. Evaluate the best master and back-up communication mediums to be used.
  - c. Determine antenna systems required.

#### **C3.1.6.13 Communication Functional Requirement**

1. The Communication device at the outstations shall be capable to supply multiple communication mediums, with different communication requirements as required per application. The communication equipment shall offer multiple interface options in a compact single robust package which adapts freely to indoor and outdoor environments.
2. The Communication device shall have the following minimum mediums and functionalities:
  - a. A UHF Radio Communication capable to a data transfer of 128 Kilobytes per second, with an adaptive modulation scheme and Carrier Sense Multiple Access control.
  - b. A GSM data communication unit capable of communicating on the Vodacom GDSP network.
  - c. A Wi-Fi communication unit capable of communicating on the 2.4 GHz frequency.
  - d. At least one, preferably two, Ethernet ports of which one can be interfaced with a Fibre Network.
  - e. At Least two RS 232 port, one configurable as RS 485 Port.
  - f. Full networking capability with Layer 2 switching with Spanning Tree, VLANs, IGMP and Layer 3 static routing and bridging from/to any interface.
  - g. Advanced Cybersecurity.
  - h. Forward Error Correction.
  - i. Primary and Secondary path routing.

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- j. As many as 8 RF store-and-forward capability.
  - k. Greater than 10 Years MTBF (Mean Time between Failures).
  - l. ICASA Approved.
3. These functionalities shall be available in one hardware platform configurable to the requirement at each site.
  4. The communication network solution must utilize various communication methods, modulations and securities to ensure stability, functionality and redundancy. The expansion and grid-based solutions must fully integrate with the existing radio network.

**C3.1.6.14 UHF Radio Equipment**

1. The expanded communication grid solution shall have a comprehensive security framework to support three unique facets of enterprise requirements: device, user and network security. This shall meet the needs for functional and application flexibility and ease of use.