

**WATER AND SANITATION DEPARTMENT
WASTEWATER TREATMENT WORKS DIVISION**



PACKAGE REFERENCE: WS 04 2023/24

**WS 04 2023/24: TENDER FOR THE APPOINTMENT OF
CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF VARIOUS
MECHANICAL EQUIPMENT ON THE CITY OF TSHWANE'S WASTE
WATER TREATMENT WORKS (WWTW), AS AND WHEN REQUIRED
FOR A 3 YEAR PERIOD**

VOLUME 1

A Tender for Category SME or higher CIDB registered Contractors



ISSUED BY:	PREPARED BY:
The Divisional Head Supply chain management PO Box 6338 PRETORIA 0001 Tel: 012 358-6070	The Divisional Head Waste Water Treatment Works Division PO Box PRETORIA 0001 Tel: 012 358-2706

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	CoT Vendor No:
CIDB CRS Number (s):	CSD Number (s):
Contact Person:	
Tel. No:	E-Mail Address:
Cell No: Copyright © 2019 City of Tshwane	Fax No:
In compliance with the CIDB Standard for Uniformity	

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

CITY OF TSHWANE

WATER AND SANITATION

WS 04 2023/24: TENDER FOR THE APPOINTMENT OF CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF VARIOUS MECHANICAL EQUIPMENT ON THE CITY OF TSHWANE'S WASTE WATER TREATMENT WORKS (WWTW), AS AND WHEN REQUIRED FOR A 3 YEAR PERIOD

Tenders are hereby invited for the above work.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 5 ME or higher.

Tenders will be evaluated on the basis of awarding points for specific goals of Contributor for the Construction Charter Scorecard and quality of the tenderer. The **90/10** Preference Point System will be applied to the all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the City's Website (www.tshwane.gov.za).

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

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of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place at Daspoort Waste Water Treatment Works, Bosman street extension, Administration Building, Pretoria on the 03 October 2023 at 10:00am

The closing time for receipt of tenders is **30 October 2023 at 10:00am**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the **Divisional Head, SUPPLY CHAIN MANAGEMENT, 320 Madiba Street, PRETORIA, 0002** and must be submitted in the tender box situated at **the Procurement Advice Centre, Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Representative: Rito Makena
Tel (Office): 012 358 2706
E-Mail: ritom@Tshwane.gov.za

Mr John Mettler
CITY MANAGER

T1.1 TENDER DATA

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

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

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender data</p> <p>T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	<p>Agent: Rito Makena</p> <p>Address: Daspoort Waste Water Treatment Works, Bosman street extension, Administration Building, Pretoria</p> <p>Tel: 012 358 2706</p> <p>E-Mail: ritom@tshwane.gov.za</p>
C.2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 ME or higher class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p>

CLAUSE NUMBER	TENDER DATA		
	<p>1. every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers;</p> <p>2. the lead partner has a contractor grading designation in the 4 ME or Higher class of construction work; and</p> <p>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 4 ME or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>Three Stages of evaluation Stage 1: Administrative compliance</p>		
	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
	c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?

CLAUSE NUMBER	TENDER DATA		
	<p>shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		
	<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
	<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>

CLAUSE NUMBER	TENDER DATA		
	NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		
	h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
	i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.
	<p>Stage 2: Mandatory Requirements Form RD.E.1 Part T2, Returnable Documents – Company experience, Key staff, Equipment, Bank rating.</p> <p>NB: Please refer to the returnable schedule T2 for the quantity required per Area</p> <p>1 Qualified Electricians Each of the electricians must meet the following requirements</p> <ul style="list-style-type: none"> • 5 years experience post qualification • Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. <p>2 Trade Test as a Fitter and Turner Each of the Fitter and Turner must meet the following requirements</p> <ul style="list-style-type: none"> • 5 years experience post qualification • Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. <p>3 Must have 1 qualified Mechanical Site Supervisor with</p> <ul style="list-style-type: none"> • N4 in Mechanical Engineering field and/or National Diploma, QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test. • 5 years experience post qualification <p>Requirements. Please attach</p> <ul style="list-style-type: none"> -N4 National Certificate in Engineering -QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate, 		

CLAUSE NUMBER	TENDER DATA
	<p>4 Qualified Mechanical Artisan Assistant ,</p> <ul style="list-style-type: none"> • must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. • Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, <p>5. Qualified master electrician</p> <p>Each of the electricians must meet the following requirements</p> <ul style="list-style-type: none"> • 5 years experience post qualification • Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test <p>6</p> <p>A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended) from the Department of Labour.</p> <p>7</p> <p>Company Experience : Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works.</p> <ul style="list-style-type: none"> • Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 3 Million per project. <p>Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.</p> <p>8</p> <p>Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies</p> <p>9</p> <p>The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external support. Bank Rating letter should be of the value of R600 000.00.</p> <p>Minimum rating to be considered is C .</p> <p>A bank rating letter not older than 3 month from an approved financial institution must be provided.</p> <p>10</p> <p>Must have a workshop in City of Tshwane or around Gauteng. (Proof of address only in the form of a municipal water and lights account from the bidder's local government where business resides will be accepted)</p> <p>To be inspected at before award is made.</p> <p>Stage 3: preferential points systems</p> <p>90 prices</p> <p>10 specific goals</p> <p>SPECIFIC GOALS</p> <ol style="list-style-type: none"> 1) Bidders are required to submit supporting documents for their bids to claim the specific goal points. 2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals. 3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

CLAUSE NUMBER	TENDER DATA		
	The specific goal for this bid is outlined below.		
	Specific goals	90/10 preference point system	Proof of specific goals to be submitted
	BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points 	Valid Certified copy of BBBEE certificate Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

CLAUSE NUMBER		TENDER DATA
C.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5	Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>"Standard Specifications for Municipal Civil Engineering Works", Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>"General Conditions of Contract for Construction Works 3rd Edition, 2015"</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7	Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will made available at the clarification meeting.</p>
C.2.8	Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time stated in the tender data.</i></p>
C.2.9	Insurance	<p>Add the following to the clause</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i></p>
C.2.12	Alternative offers	Alternative tender offers will not be considered.
C.2.13	Submitting a tender offer	
C.2.13.2		<i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i>
C.2.13.3		Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc.

CLAUSE NUMBER	TENDER DATA
	<p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document.</p> <p>This is to be on a USB attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.</p>
C.2.13.4	<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Description: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period</p> <p>Closing Time: 10:00 Closing date: 30 October 2023</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>TENDER BOX TSHWANE HOUSE 320 MADIBA STREET PRETORIA 0002</p> <p>Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing</p>

CLAUSE NUMBER	TENDER DATA												
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted												
C.2.13.10	Add the following sub- clause C.2.13.10: <i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>												
C.2.14 Information and data to be completed in all respects	Add the following to the clause: <i>The Tenderer is required to enter information in the following sections of the document:</i> <table><tr><td>Section T2.2</td><td>:</td><td>Returnable Schedules</td></tr><tr><td>Section C1.1</td><td>:</td><td>Form of Offer and Acceptance</td></tr><tr><td>Section C1.2</td><td>:</td><td>Contract Data (Part 2)</td></tr><tr><td>Section C2.2</td><td>:</td><td>Pricing Schedule</td></tr></table> <i>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.</i> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i> <i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i> <i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, 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 (as required in clause 2.23) 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.</i>	Section T2.2	:	Returnable Schedules	Section C1.1	:	Form of Offer and Acceptance	Section C1.2	:	Contract Data (Part 2)	Section C2.2	:	Pricing Schedule
Section T2.2	:	Returnable Schedules											
Section C1.1	:	Form of Offer and Acceptance											
Section C1.2	:	Contract Data (Part 2)											
Section C2.2	:	Pricing Schedule											

CLAUSE NUMBER	TENDER DATA
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	<p>The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.</p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, 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 to call for fresh tenders, or to 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, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 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</i></p>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>....or upon written request.</i></p>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.2.23 Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 Conditions Associated with the Granting of Preferences	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ul style="list-style-type: none"> <i>a) engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> <i>b) deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> <i>c) accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
	Add the following new clause

CLAUSE NUMBER	TENDER DATA
C.2.25 <i>Canvassing and obtaining of additional information by tenderers</i>	<p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
C.2.26 <i>Prohibitions on awards to persons in service of the state</i>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>who is in the service of the state; or</i> <i>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</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> <i>a member of:-</i> <ul style="list-style-type: none"> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.2.27 <i>Awards to close family members of persons in the service of the state</i>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ol style="list-style-type: none"> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
C.2.28 <i>Vendor registration</i>	<p>Add the following new clause</p> <p><i>The contractor will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from http://www.tshwane.gov.za/procurement.cfm</i></p>

CLAUSE NUMBER	TENDER DATA
	<i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C.2.29 Tax	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>
C.3.1 Respond to requests from the tenderer	
C.3.1.1	The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.
C.3.11 Evaluation of tender offers	<p>Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely:</p> <p>Stage 1: Administrative Compliance All the proposals will be evaluated against the administrative responsiveness requirements as set out above_</p> <p>Stage 2: Mandatory Requirements Form RD.E.1 Part T2, Returnable Documents – Company experience, Key staff, Equipment, Bank rating.</p> <p>Stage 3: Price and preference points claimed in terms of specific goals 90 points allocated for price and 10 points allocated for specific goals</p>
C.3.11. General 1	
C.3.11. General 1	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p>

CLAUSE NUMBER	TENDER DATA
	<p>1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</p> <p>2. 80 where the financial value of all responsive tenders have a value that equals or less than R50 million (all applicable taxes included).</p> <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>
C.3.11. Method of 2 Evaluation	<p>Stage 1: Admin compliance</p> <p>Stage 2: Eligibility Refer to clause C2.1</p> <p>Stage 3: Price, and Preference 90/10 preference point system</p>
C.3.11. 90/10 2 Preference Point System	<p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.</p> <p>The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):</p> $P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>P_s = Points scored for price of tender under consideration;</p> <p>P_t = Price of tender under consideration; and</p> <p>P_{min} = Price of lowest acceptable tender.</p> <ul style="list-style-type: none"> A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. <p>10 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 2 below:</p>

CLAUSE NUMBER	TENDER DATA		
	Specific goals	90/10 preference point system	Proof of specific goals to be submitted
	BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
	EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
	At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
	Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.
	Table 2		

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part T1: Tender Procedures

CLAUSE NUMBER		TENDER DATA
C.3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.2 STANDARD CONDITIONS OF TENDER

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Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part T1: Tender Procedures

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C.1 General

C.1.1 Actions

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

C.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation 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 into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

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

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

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial

resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.2	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certified copy of Identity Document/s proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)	Form RD.B.6	

proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)		
--	--	--

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	
Proof of Registration with CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	
Letter of intent to provide a performance bond	RD.C.10	

RD.D OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.D.1	
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	

T2.2 RETURNABLE SCHEDULES

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of Enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*		Identity Number*	Personal Income Tax Number*
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 			
Signed:		Date:	
Name:		Position	
<i>Enterprise Name:</i>			

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

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

 - 3.2 Identity Number:

 - 3.3 Position occupied in Company:
(Director, trustee, shareholder²)

 - 3.4 Company Registration Number:

 - 3.5 Tax Reference Number:

 - 3.6 VAT Registration Number:

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

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

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

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

3.8 Are you presently in the service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars _____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars _____

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

Full Name	Identity Number	State Employee Number

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

Item	Question	Response	
4.1	Is the tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	YES	NO
	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.)	YES	NO
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If so, furnish particulars:		

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

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids ³invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or bid rigging⁴). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

WS 04 2023/24: Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other 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, based on their qualifications, abilities or experience; and
 - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ 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 services 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.

⁵ 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.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

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

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

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

Tender Number:	WS 22 2022/23
Tender Description:	Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

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

NAME	CAPACITY	SIGNATURE

Note:

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

Enterprise stamp

FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

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

_____ authorised signatory of the enterprise

_____ acting in the capacity of lead partner

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

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

Note:

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

RDB.1 MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.4 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.

1.5 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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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

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 claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	4 Points	
Level 2	3.5 Points	
Level 3	3 Points	
Level 4	2.5 Points	
Level 5	2 Points	
Level 6	1.5 Points	
Level 7	1 Point	
Level 8	0.5 Points	
Non-compliant	0 Points	
EME and/or QSE	1	
At least 51% Women owned companies	1	
At least 51% owned companies by People with disability	1	
At least 51% owned companies by Youth	1	
Local Economic Participation		
City of Tshwane Participants	2	
Gauteng Participants	1	
National participants	1	

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.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this

_____ day of

WITNESSES:

(Full name in BLOCK letters and
signature)

1.

2.

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

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

NOTE:

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

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

I, the undersigned

Full Name & Surname

Identity Number

- - -

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name

Trading Name

Registration Number

Enterprise Address

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % woman owned;
- The enterprise is _____ % owned companies by People with disability;
- The enterprise is _____ % owned companies by Youth;
 - Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
 - Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned Level One (135% B-BBEE procurement recognition)

More than 51% Black Level Two (125% B-BBEE procurement recognition)
owned

Less than 51% Black owned Level Four (100% B-BBEE procurement recognition)

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

Deponent Signature:

Date:

Commissioner of oaths
(Signature and stamp)

FORM RD.C.12 PROMOTION OF LOCAL ENTERPRISES

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

90/10 preference point system applies:

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

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

	promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by Women and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by youth and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

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

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

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

- 1. Attach original or certified copy of CSD registration certificate to this page.**
- 2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.**

FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

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

YES	NO
-----	----

If so, state particulars

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars

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

YES	NO
-----	----

If so, state particulars

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

YES	NO
-----	----

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

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES, who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES, indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES, provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

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

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

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

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

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

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

(Attach additional pages if more space is required.)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT

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

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

(Attach additional pages if more space is required)

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

(Attach additional pages if more space is required)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

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

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

2. Information to be provided

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

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

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

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000

Micro	5	R 200 000	R 100 000
-------	---	-----------	-----------

FORM RD.C.10 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Note: Refer to the Annexure to **C1.3 Form of Guarantee** for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

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

FORM RD.D.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.E.1 MANDATORY REQUIREMENTS

Failure to submit any of the mandatory required documents will result in automatic disqualification.

Please indicate which area you are bidding:

Area 1	
Area 2	
Area 3	
Area 4	

NB: Table below indicate requirements for different areas, In case you are bidding for more than one area you must submit proof independently for the area you indicated and there must be no duplication of personnel per Area.

Area1	
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The tenderer must submit the following mandatory documents with their tender as shown in the table below. Failure to submit any of the specified documents in the table below, shall render the tender document to be non-responsive and will not be further considered:

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
1	Minimum number of electricians per Area Each of the electricians must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	2		
2	Trade Test as a Fitter and Turner Each of the Fitter and Turner must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	4		
4	Qualified 1 X Mechanical Artisan Assistant per Area,	1		

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
	<ul style="list-style-type: none"> must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, 			
5	<p>A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended) from the Department of Labour.</p> <p>NB: Submission will cover for all the site in the area allocated.</p>	Document to be submitted.		
6	<p>Company Experience : Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works.</p> <ul style="list-style-type: none"> Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 3 Million per project. <p>Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.</p>	Proof of certificate		
7	<p>Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies.</p> <p>NB: Submission will cover for the Area to be allocated</p>	Certified copies		
8	<p>The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external support. Bank Rating letter should be of the value of R600 000.00</p> <p>Minimum rating to be considered is C .</p> <p>A bank rating letter not older than 3 month from an approved financial institution must be provided.</p> <p>NB: Submission will cover for the Area to be allocated</p>	Proof of Banking rating		

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
10	<p>Must have an offsite workshop in City of Tshwane or around Gauteng where work will be done.</p> <p>Or If not the owner Rental Agreement for the workshop is required with a lease period of Three years.</p> <p>(Proof of address only in the form of a municipal water and lights account from the bidder's local government where business resides will be accepted)</p> <p>To be inspected at before award is made.</p> <p>NB: to complete the returnable on Workshop Requirement.</p>			
11	CIDB grading	5		

Returnable Documents: MANDATORY REQUIREMENTS

Area 2	
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The tenderer must submit the following mandatory documents with their tender as shown in the table below. Failure to submit any of the specified documents in the table below, shall render the tender document to be non-responsive and will not be further considered:

No	Requirement	Requirements	Proof Submitted	
		Per Area	Yes	No
1	<p>Minimum of no of electricians per Area</p> <p>Each of the electricians must meet the following requirements</p> <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	2		
2	<p>Trade Test as a Fitter and Turner/millwright</p> <p>Each of the Fitter and Turner must meet the following requirements</p> <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	4		

No	Requirement	Requirements	Proof Submitted	
		Per Area	Yes	No
3	<p>Master electrician per Area</p> <p>Each of the electricians must meet the following requirements</p> <ul style="list-style-type: none"> 5 years experience post qualification <p>Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test.</p>	1		
4	<p>Qualified 1 X Mechanical Artisan Assistant per Area,</p> <ul style="list-style-type: none"> must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, 	4		
5	<p>A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended) from the Department of Labour.</p> <p>NB: Submission will cover for all the site in the area allocated.</p>	Document to be submitted.		
6	<p>Company Experience : Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works.</p> <ul style="list-style-type: none"> Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 3 Million per project. <p>Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.</p>	Proof of certificate		
7	<p>Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies.</p> <p>NB: Submission will cover for the Area to be allocated</p>	Certified copies		
8	<p>The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external</p>	Proof of Banking rating		

No	Requirement	Requirements	Proof Submitted	
		Per Area	Yes	No
	support. Bank Rating letter should be of the value of R 6000 000.00. Minimum rating to be considered is C . A bank rating letter not older than 3 month from an approved financial institution must be provided. NB: Submission will cover for the Area to be allocated			
10	Must have an offsite workshop in City of Tshwane or around Gauteng where work will be done. Or If not the owner Rental Agreement for the workshop is required with a lease period of Three years.. (Proof of address only in the form of a municipal water and lights account from the bidder's local government where business resides will be accepted) To be inspected at before award is made. NB: to complete the returnable on Workshop Requirement.			
11	CIDB grading	5		

Returnable Documents: MANDATORY REQUIREMENTS

Area 3	
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The tenderer must submit the following mandatory documents with their tender as shown in the table below. Failure to submit any of the specified documents in the table below, shall render the tender document to be non-responsive and will not be further considered:

No	Requirement	Area Requirements	Proof Submitted	
		In numbers	Yes	No
1	Minimum of no of electricians per Area Each of the electricians must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	2		
2	Fitter and Turner with Trade test Each of the Fitter and Turner must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	4		
3	Master electrician per Area Each of the electricians must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test.	1		
4	Qualified 1 X Mechanical Artisan Assistant per Area, <ul style="list-style-type: none"> must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, 	4		
5	A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act			

No	Requirement	Area Requirements	Proof Submitted	
		In numbers	Yes	No
	130 of 1993 (as amended) from the Department of Labour. NB:Submission will cover for all the site in the area allocated.	Document to be submitted.		
6	<p>Company Experience: Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works.</p> <ul style="list-style-type: none"> Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 3 Million per project. <p>Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.</p>	Proof of certificate		
7	<p>Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies.</p> <p>NB: Submission will cover for the Area to be allocated</p>	Certified copies		
8	<p>The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external support.Bank Rating letter should be of the value of R600 000.00.</p> <p>Minimum rating to be considered is C .</p> <p>A bank rating letter not older than 3 month from an approved financial institution must be provided.</p> <p>NB: Submission will cover for the Area to be allocated</p>	Proof of Banking rating		
10	<p>Must have an offsite workshop in City of Tshwane or around Gauteng where work will be done.</p> <p>Or If not the owner Rental Agreement for the workshop is required with a lease period of Three years.</p> <p>(Proof of address only in the form of a municipal water and lights account from the</p>			

No	Requirement	Area Requirements	Proof Submitted	
		In numbers	Yes	No
	bidder's local government where business resides will be accepted) To be inspected at before award is made. NB: to complete the returnable on Workshop Requirement.			
11	CIDB grading	5		

Returnable Documents: MANDATORY REQUIREMENTS

Area 4	
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The tenderer must submit the following mandatory documents with their tender as shown in the table below. Failure to submit any of the specified documents in the table below, shall render the tender document to be non-responsive and will not be further considered:

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
1	Minimum of no of electricians per site Each of the electricians must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test 	2		
2	Trade Test as a Fitter and Turner Each of the Fitter and Turner must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	3		
3	Master electrician per Area Each of the electricians must meet the following requirements <ul style="list-style-type: none"> 5 years experience post qualification Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 	1		
4	Qualified 1 X Mechanical Artisan Assistant per Area, <ul style="list-style-type: none"> must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, 	3		

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
5	A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended) from the Department of Labour. NB: Submission will cover for all the site in the area allocated.	Document to be submitted.		
6	Company Experience : Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works. <ul style="list-style-type: none"> Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 3 Million per project. Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.	Proof of certificate		
7	Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies. NB: Submission will cover for the Area to be allocated	Certified copies		
8	The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external support. Bank Rating letter should be of the value of R600 000.00 Minimum rating to be considered is C . A bank rating letter not older than 3 month from an approved financial institution must be provided. NB: Submission will cover for the Area to be allocated	Banking rating letter		
10	Must have an offsite workshop in City of Tshwane or around Gauteng where work will be done. Or If not the owner Rental Agreement for the workshop is required with a lease period of Three years.			

No	Requirement	Requirements	Proof Submitted	
		numbers	Yes	No
	(Proof of address only in the form of a municipal water and lights account from the bidder's local government where business resides will be accepted) To be inspected at before award is made. NB: to complete the returnable on Workshop Requirement.			
11	CIDB grading	5		

FORM RD:E.2 WORKSHOP CHECK LIST

NB: Service Providers must have a fully equipped workshop that includes:

Minimum Requirements	Yes	No
Workshop housekeeping in general is acceptable?		
Safety signs around machinery is in place and visible?		
Walkways and Machinery areas are clear for safe walking?		
Firefighting equipment is in place?		
Welding facilities- Arc, CO ₂ and gas welding area/s or welding bay available? In accordance with specifications stated in Scope of Work.		
Angle Grinder?		
Welding Steel table and Vice (1 m X 1 m)?		
Oxygen, Acetylene, Cutting torch and Brazing torch?		
Oxygen/ Acetylene Porta Pack		
Lathe- machine is available in the workshop? (+250 mm diameter X 1m x-axis travelling Bed)		
Milling machine is available in the workshop? (+1m x-axis X 0.25 m y-axis Travelling Bed)		
13 mm Pedestal Drill Press drilling machine is available in the workshop?		
Radial Drill Press?		
Bench grinding machine is available in the workshop?		
Engineering Vices are available in the workshop? (+2 m off)		
Surface grinding is available in the workshop? (+0.5 m Travelling Bed)		
Workshop hand tools – Set of Ring Spanners / open end (6 mm to 36 mm) available in the workshop?		
Workshop hand tools – Set of Sockets (6 mm to 32 mm) available in the workshop?		
Horizontal Metal Cutting Band-saws available in workshop or Laser Machine?		
Pipe Threading Machine available in workshop?		
Documented Internal Quality Control System for workshop flow/Process?		
Hydraulic Mechanical Press 20 ton minimum? (1.5 m x 1 m)		
Mobile bypass pump with 22 kW motor		
Pump Testing bay –		
Overhead Gantry on wheels or Fixed Mounted – 2 tons?		
Mobile Generator +8 kVA?		
By Pass Pump Equipment: 200 l/s and 3.5 bar?		
By Pass Pump Equipment Diesel / Petrol Engine Driven: 90 l/s and 3 bar?		
By Pass Pump Equipment Diesel / Petrol Engine Driven: 80 l/s and 3 bar?		
Self-Priming pump with 45Kw electric motor: 100 l/s and 3 bar?		
40KVA Genset Diesel engine/ Petrol?		
High Pressure Washer Machine: 0.26 l/s and 150 bar?		

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

WS 04 2023/24: Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

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 Returnable Schedules, 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.

This Tender will be appointed based on the rates tendered.

R

(in figures)

(in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) 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.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

2.

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

Part C2 Pricing Data

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

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 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.

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

Part C1: Agreement and Contract Data

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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, 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.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

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 original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(In BLOCK letters)

CAPACITY:

(Of authorized agent)

SIGNATURE:

(Of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane’s Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

C1.2 CONTRACT DATA

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Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: admin@ecs.co.za

Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

C1.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
C1.2.1	Definitions	Certificate of Completion <u>Add</u> the following to the clause: <i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i>
C1.2.2		Practical Completion <u>Add</u> the following to the clause: <i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i>
		<u>Add</u> the following new clause: 1.1.1.35 Construction Work Permit <i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i>
C1.2.3	Delivery of notices	<u>Add</u> the following to the clause: 1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i> 1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i> 1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i>
C1.2.4	Authority representatives of	<u>Add</u> the following to the clause: 1.2.3.1 <i>The Employer has authorised the Divisional Head: Water and Sanitation to act on his behalf in respect of this Contract, save for such duties or functions:</i> 1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Divisional Head: Water and Sanitation has no authority and the Employer’s approval is required before execution thereof.</i>

Part C1: Agreement and Contract Data

	Ambiguity or Discrepancy	<p>Delete the contents of the clause and insert the following:</p> <p><i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i></p> <ul style="list-style-type: none"> a) <i>Form of Offer and Acceptance</i> b) <i>Contract Data</i> c) <i>General Conditions of Contract</i> d) <i>Drawings</i> e) <i>Scope of Work</i> f) <i>Standard Specifications</i> g) <i>Bill of Quantities</i> h) <i>any other documents forming part of the Contract</i> <p><i>Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.</i></p>
C1.2.6	Contractor's liability for own design errors	<p><i>This contract is for maintenance and repairs of equipments not design. There is no design of equipments.</i></p>
4	Legal Provisions	<p>Add the following new sub-clause:</p> <p>4.3.1 <i>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the City of Tshwane Metropolitan Municipality included in section C1.5.</i></p> <p>Add the following new sub-clause:</p> <p>4.3.2 <i>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>

		<p>Add the following new sub-clause:</p> <p>4.3.3 Contractor's Designer</p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>									
		<p>Add the following new sub-clause:</p> <p>4.3.4 Construction Work Permit</p> <p><i>Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor.</i></p> <p><i>Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.</i></p>									
C1.5	Time to instruct the commencement of the works	<p>This tender is for as in and when required.</p> <p>Order no to be created when there is work to be done.</p>									
5.1	Programme of works	<p>As indicated this tender is for as is when required .It is of outmost importance that failed equipment are attendant to at outmost speed.</p> <p>Allowable downtime and maximum response times shall be as follows:</p> <table border="1"> <thead> <tr> <th>Event</th><th>Maximum Downtime Allowed</th><th>Maximum Response Time</th></tr> </thead> <tbody> <tr> <td>Breakdown</td><td>1 day</td><td>8hours</td></tr> <tr> <td>Emergency</td><td>12 hours</td><td>6 hours</td></tr> </tbody> </table> <p>The maximum down time is subject to the availability of material and/or spares only after the order have been issued. Communication must be writing if there is any deviation.</p>	Event	Maximum Downtime Allowed	Maximum Response Time	Breakdown	1 day	8hours	Emergency	12 hours	6 hours
Event	Maximum Downtime Allowed	Maximum Response Time									
Breakdown	1 day	8hours									
Emergency	12 hours	6 hours									
5.2	Workmanship and Schedules	<ul style="list-style-type: none"> The Service Provider will supervise his/ her own workman, provide his/her own tools, and where materials are used, this shall comply with the current SABS/SANS specifications, except where otherwise requested by the Project Manager. Artisans must also be capable of working independently without direct constant supervision. 									

Part C1: Agreement and Contract Data

		<ul style="list-style-type: none"> • Service Providers are required to develop a work schedule for their employees based on the scope of work provided by COT . • Artisans are required to inform the Plant before leaving COT/Site premises while on duty. • Loitering in the cloakrooms or on COT premises while on duty will not be permitted. Failure to report their absence to COT at the earliest possible opportunity will not be accepted. • Bad time keeping such as arriving late to work or leaving early will be regarded as an offence. Fraudulent time keeping, such as clocking via another employee or allowing another employee to clock one in will not be permitted. Sleeping on duty will not be permitted. Poor quality of work or failing to maintain standards or poor work performance will not be permitted. Poor maintenance or neglect of equipment or material will be reported to Service Provider.
5.4	Further drawings and instructions	<i>All instructions shall be issued in the form of Job card and purchased order for work to be done.</i>
5.5	Extension of time for work Completion	<p>5.5.1 Critical path provision</p> <p>Any delay in work completion to be recorded on t register and to be discussed with plant Manager of the WWTW.</p>
		No extension will be granted due to weather conditions

Part C1: Agreement and Contract Data

6.1	Payment to Contractor	<p><i>6.1.1 The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the CITY OF TSHWANE, unless otherwise stated in the Data provided by Employer.</i></p>
6.2		<p><i>On completion of work any delivery notes and invoices are to be delivered to the relevant Plant Mangers for acknowledgement as follows:</i></p> <ul style="list-style-type: none"> <i>a. Service Providers must submit duplicate tax invoices and no payments will be made without the official order number on the invoice.</i> <i>b. Payments for the services rendered, will be in accordance with the Schedules of Rates.</i> <i>c. Payment will be made against invoices certified correct by the City of Tshwane Authorized Representative of the concerned Directorate.</i> <i>d. No work to be done prior to an order number being issued.</i> <i>e. Time sheets, signed by the representative of the COCT, shall accompany all claims from the contractor for payment.</i> <i>f. The following information shall be reflected on all Quotations/Invoices:</i> <ul style="list-style-type: none"> <i>i. Name of Institution with code number and region number</i> <i>ii. Detailed description of Plant serviced/repaired.</i> <i>iii. Total number of hours worked in an hourly rate.</i> <i>iv. Detailed summary of work performed</i> <i>v. Detailed list of materials used</i> <i>vi. Details of the employees used.</i> <i>vii. Distance travelled in km</i> <p><i>Prices tendered for year 1 shall be firm. Any spares used must be charged for as per the agreed "Data pricing Schedule" and fixed for the first year and adjusted annually thereafter according to the PPI (Statistics South Africa). All labour costs will be agreed upon in a fixed "Labour Price List" for the first year and adjusted annually thereafter according to the CPA, StatsSA P0141 Table A and StatsSA P0151.</i></p>

Part C1: Agreement and Contract Data

6.3	Penalties and Termination	<p><i>1 Table 5. Bid Prices must be stated in South African Currency. The Provisional Quantities in the Pricing Schedule are for evaluation purposes, the successful bidder will be appointed based on Rates.</i></p> <ul style="list-style-type: none"> <i>The Service Provider will incur Penalties for Services to be rendered that are not supplied within the stipulated time.</i> <i>Should the service offer substandard or incomplete work the City has the right to get another service provider appointed for another area to complete the incomplete or pending work.</i> <i>Any damages which may occur as a result of poor supervision shall be to the account of the Service Provider.</i> <i>The Service Provider will also be held responsible for the safety of all persons working on site.</i> <i>The Service Provider will be responsible and answerable for any legal proceedings resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities with the operation of the facility.</i>
6.4	Settlement of Disputes	<p><i>Settlement of disputes shall be in accordance with GCC and COT Supply Chain Management Policy. Mediation proceedings shall be as agreed between the parties.</i></p>
6.5	Warranty	<p><i>All Mechanical Repairs shall be guaranteed for a minimum of 3 months from the date of repair, maintenance and commissioning. The warranty must only be applicable from the date it is delivered/installed on City of Tshwane s premisses Premises.</i></p>
6.6	Subcontracting	<p><i>The Service Provider should obtain prior approval from the Deputy Director: Plant Maintenance or Deputy Director for Operations for any work that is to be subcontracted. The service provider may only use a subcontractor for specialized work that is not covered by the Mechanical Contract. Only 25 % of the work may be subcontracted. Failure to do so will result in a written warning being issued to the Service Provider. No mark up will be allowed.</i></p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA	
1.1.1.13	The Defects Liability period is:	This tender is for repairs of equipments for various equipment ,where applicable bidders will be required to give guarantee on the work exceeding R100 000.00 ,with a warranty for at least 6month minimum period.	
1.1.1.14	The time for achieving Practical Completion is:	Due Completion Date is 36 months from Commencement Date	
1.1.1.15	The name of the Employer is:	City of Tshwane Metropolitan Municipality.	
1.1.1.26	The Pricing Strategy is:	Re-measurement Contract	
1.2.1.2	The address of the Employer is:	Physical Address:	Capitol Towers North, 225 Madiba street, Pretoria
		Postal Address:	P.O. Box 1409 PRETORIA 0001
1.1.1.16	The name of the Employer's Agent is:	Phillip Huma	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	Capitol Towers North, 225 Madiba Street, Pretoria
		Postal Address:	P.O. Box 1409 PRETORIA 0001
		E-Mail Address:	ritom@tshwane.gov.za
3.1.3		<ul style="list-style-type: none"> The Employer's Agent is required to obtain approval of the Employer: <ul style="list-style-type: none"> for expenditure on the Contract to exceed the Contract Price; prior to the execution of any of the following duties of functions: 	
3.1.4	The documentation required before commencement with Works execution are:	<ul style="list-style-type: none"> Health and Safety Plan file Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2) 	
5.3.2	The time to submit the documentation required from the Commencement Date is:	14 days	
5.8.1	The non-working days are:	0	
	The special non-working days are:	<ul style="list-style-type: none"> Annual builders holiday Statutory public holidays 	
5.13.1	The penalty for failing to complete the works is:	<ul style="list-style-type: none"> Contractor must advise work programme as to how long will repairs will take. 	

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA																		
		<ul style="list-style-type: none"> Maximum allowable turnaround time of repairs is 5days,any challenges to be communicated in writing to the plant manager. A penalty of 10 % of the work issued will be instituted on incomplete work or on failing to meet the deadlines . Register or work program to be completed to monitor all work done. If non compliance continues the City reserves the right to take action. 																		
	Liability of performance guarantee/cash deposit	R250 000 must be deposited into Municipality as deposited upon accepting the contract offer and to be refunded at the end of the contract provided that bidder have returned all equipment to site.																		
6.2.2	Retention money guarantee	No applicable																		
6.8.2	Adjustment in rates and/or prices	<ul style="list-style-type: none"> The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.21</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.27</td></tr> <tr> <td><i>c</i></td><td>Civil Engineering Materials</td><td>0.42</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> <p>(Coefficients a, b, c and d must sum to one)</p> <ul style="list-style-type: none"> The area nearest the Site is Gauteng. The base month is the month and year prior to the closing of the tender. 	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
Coefficient	Description	Value																		
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<i>c</i>	Civil Engineering Materials	0.42																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	Allowed																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	Not Applicable																		
6.10.3	Percentage retention is:	Not applicable																		
8.6	Insurance of the Works and Public Liability Insurance	<p>The Employer shall arrange this insurance.</p> <p>A copy of the policy and the list of excesses may be obtained from</p> <p>Contractors All Risk and Liability Insurance</p> <p>Ms. Morongwa Mokoena (Tel: 012 358 1126) (morongwam@tshwane.gov.za)</p> <p>Mrs Ronett Marlow-Reid (Tel: 012 358 1131) (ronettm@tshwane.gov.za)</p> <p>Mr Lawrence Matjila (Tel: 012 358 1374)</p>																		

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA
		(lawrencem@tshwane.gov.za)
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

Contract: WS 04 2023/24 Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment in the City of Tshwane's Wastewater Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA	
1.1.1.9	The name of the Contractor is:		
1.2.1.2	The address of the Contract is:	• Physical Address:	
		• Postal Address:	
		• Fax to E-Mail:	
		• E-Mail Address:	
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")
		Performance guarantee (10% (ten percent) of the Contract Sum, excluding contingencies ad VAT)	
		Cash deposit (10% (ten percent) of the Contract Sum, excluding contingencies and VAT)	

Contract: WS 04 2023/24Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

C1.4 CASH DEPOSIT GUARANTEE

Contract:	Contract no: WS 04 2023/24
Description of Contract:	Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period
Employer:	CITY OF TSHWANE METROPOLITAN MUNICIPALITY
Contractor:	

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Employer's Agent as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹ Delete which is not applicable

Contract: WS 04 2023/24Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

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

CITY OF TSHWANE
(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by
virtue of a resolution dated _____, attached hereto Annexure A, of the said
_____ (herein after referred to as the "CONTRACTOR")

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

WS 04 2023/24 **Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period**

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

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

NOW THEREFORE the parties agree as follows:

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

Part C1: Agreement and Contract Data

limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

Annexure 1

**Occupational Health and Safety Act, 1993
(Regulation 3(2) of the Construction Regulations, 2014)**

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

(d) Office Tel. Number and/or Mobile number:

(e) Postal address:

3. Name, postal address and telephone numbers of the principal contractor

4. Name, postal address and telephone numbers of the designer of the project

Part C1: Agreement and Contract Data

5. Name, Postal address and telephone numbers of the following persons

(a) Construction Manager:

(b) Construction Health and Safety Officer

(c) Construction Health and Safety Officer

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

10. Estimated maximum number of persons on the construction site:

11. Planned number of contractors on the construction site accountable to the principal contractor:

12 Names(s) of contractors appointed

18. Signature of Client / Client's Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY					
Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP			
13. Date of application: _____					
14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick v)					
CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
15. Result of the application. (Please tick v)					
		Approved		Declined	
16. Reason for declining the application					
17 Signature of the Supervisor: _____					

18 Signature of revoking officer / inspector: _____

C1.7 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

¹ Delete as necessary

² Delete as necessary

Part C1: Agreement and Contract Data

- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

SIGNED by:

Name:

who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

SIGNED by:

Name:

the Adjudicator in the presence of

Witness

Name:

Address:

Date:

Witness:

Name

Address:

Date:

Witness:

Name:

Address:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.

Contract: WS 04 2023/24Tender for the appointment of contractors for the repair and maintenance of various mechanical equipment on the City of Tshwane's Waste Water Treatment Works (WWTW), as and when required for a 3 year period

Part C1: Agreement and Contract Data

4	The Adjudicator is/is not ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

¹ Delete as necessary

PART C2: PRICING DATA

PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. *General*

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

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

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

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

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

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

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

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specification and the Scope of Work, but the quantity of work of which is not measured in any units.

2. *Units of Measurements*

The units of measurement described in the Price Schedule are metric units.

Abbreviations used in the of Quantities are as follows:

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

3. Rates

This price list has columns for quantity, rate and price for the goods. Entries in these columns are made as follows:

- 3.1. If the Supplier is to be paid an amount for the goods which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.
- 3.2. If the Supplier is to be paid an amount for the goods which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Price Schedule' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the Purchaser) to produce the price which is also entered.
- 3.3. If the Supplier is to be paid an amount for an item of the goods which is the rate multiplied by the quantity supplied -whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the Supplier has to supply if any of the supply is dealt with using items with a rate only.
- 3.4. Rate only entries must not be made for work covered by other items.

CORRECTION OF ENTRIES MADE BY TENDERER

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

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C2.2 PRICE SCHEDULE

NB: PRICING SCHEDULE COVERS ALLFOUR AREAS

Item 1 (a): Scheduled Preventative Maintenance

Preventative maintenance (Reference - Part C3: 5.1.1)

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 a.1	Gorman Rupp T3A3-B	R	unit	144	R
Item 1 a.2	Gorman Rupp T4A3-B	R	unit	306	R
Item 1 a.3	Gorman Rupp T6A3-B	R	unit	264	R
Item 1 a.4	Gorman Rupp T8A3-B	R	unit	198	R
Item 1 a.5	Gorman Rupp T10A3-B	R	unit	156	R
Item 1 a.6	Gorman Rupp V3A60-B	R	unit	12	R
Item 1 a.7	Gorman Rupp V4A60-B	R	unit	24	R
Item 1 a.8	Gorman Rupp V6A60-B	R	unit	24	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 a.9	Gorman Rupp VS3A60-B	R	unit	24	R
Item 1 a.10	Gorman Rupp VS4A60-B	R	unit	6	R
Item 1 a.11	Gorman Rupp VS6A60-B	R	unit	60	R
Item 1 a.12	Gorman Rupp 82H3-B	R	unit	48	R
Item 1 a.13	Gorman Rupp O3A20-B	R	unit	12	R
Item 1 a.14	Gorman Rupp U3B60-B	R	unit	18	R
Total for Item 1 (a) for three-year contract period (to be carried forward to Item 1 summary)					

Item 1(b): Reactive Maintenance of Gorman Rupp T3 Pumps

Repair work and replacement of parts (Reference - Part C3: 5.1.2)

Item 1b – T3

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.1	Impeller	11406	R	unit	28	R
Item 1 b.2	Seal assembly (T3A3)	46513-150	R	unit	75	R
Item 1 b.3	Seal assembly (T3A3S)	12364A	R	unit	75	R
Item 1 b.4	Seal plate gasket	10959G	R	unit	150	R
Item 1 b.5	Inboard oil seal	S1352	R	unit	150	R
Item 1 b.6	Inboard ball bearing	23252-013	R	unit	42	R
Item 1 b.7	Bearing cap gasket	38683-268	R	unit	42	R
Item 1 b.8	Bearing cap oil seal	S1352	R	unit	150	R
Item 1 b.9	Shaft key	N0608	R	unit	150	R
Item 1 b.10	Impeller shaft (T3A3)	11398	R	unit	14	R
Item 1 b.11	Impeller shaft (T3A3S)	38514-563	R	unit	14	R
Item 1 b.12	Outboard ball bearing	S1749	R	unit	42	R
Item 1 b.13	Impeller adjust shim set	37J	R	unit	28	R
Item 1 b.14	Impeller washer (T3A3)	10278	R	unit	14	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.15	Impeller washer (T3A3S)	31167-029	R	unit	14	R
Item 1 b.16	Rotating assembly O-ring	S1748	R	unit	42	R
Item 1 b.17	Rotating assay adj shim set (T3A3)	13130	R	unit	14	R
Item 1 b.18	Rotating assay adj shim set (T3A3S)	13130-3	R	unit	14	R
Item 1 b.19	Discharge flange gasket	25113-033	R	unit	42	R
Item 1 b.20	Bearing housing O-ring	S1748	R	unit	42	R
Item 1 b.21	Wear plate assy	11407A	R	unit	42	R
Item 1 b.22	Suction flange gasket	11412G	R	unit	42	R
Item 1 b.23	Suction check valve assy	46411-060	R	unit	42	R
Total for Item 1b - T3 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp T4 Pumps

Repair work and replacement of parts (Reference - Part C3: 5.1.2)

Item 1b – T4

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.24	Impeller	10528	R	unit	50	R
Item 1 b.25	Inboard ball bearing (T4A3-B)	23276-009	R	unit	35	R
Item 1 b.26	Inboard ball bearing (T4A3S-B)	S1088	R	unit	40	R
Item 1 b.27	Outboard ball bearing (T4A3-B)	S1040	R	unit	35	R
Item 1 b.28	Outboard ball bearing (T4A3S-B)	S375	R	unit	40	R
Item 1 b.29	Impeller shaft (T4A3-B)	10529	R	unit	25	R
Item 1 b.30	Impeller shaft (T4A3S-B)	38514-817	R	unit	25	R
Item 1 b.31	Bearing cap gasket (T4A3-B)	38683-248	R	unit	35	R
Item 1 b.32	Bearing cap gasket (T4A3S-B)	38683-271	R	unit	40	R
Item 1 b.33	Seal plate O-ring	25154-273	R	unit	75	R
Item 1 b.34	Seal sleeve O-ring	25154-022	R	unit	75	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.35	Suction flange gasket	11389G	R	unit	75	R
Item 1 b.36	Discharge flange gasket	25113-034	R	unit	75	R
Item 1 b.37	Rotating assy O-ring	S1674	R	unit	75	R
Item 1 b.38	Wear plate assy	10532A-SC	R	unit	75	R
Item 1 b.39	Suction check valve assy	46411-062	R	unit	75	R
Total for Item 1b - T4 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp T6 Pumps

Repair work and replacement of parts (Reference - Part C3: 5.1.2)

Item 1b – T6

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.40	Impeller (T6A3-B)	10958	R	unit	22	R
Item 1 b.41	Impeller (T6A3S-B)	38615-087	R	unit	22	R
Item 1 b.42	Inboard ball bearing (T6A3-B)	23276-009	R	unit	33	R
Item 1 b.43	Inboard ball bearing (T6A3S-B)	S616	R	unit	33	R
Item 1 b.44	Bearing cap gasket (T6A3-B)	38683-248	R	unit	33	R
Item 1 b.45	Bearing cap gasket (T6A3S-B)	38683-473	R	unit	33	R
Item 1 b.46	Shaft key	N0612	R	unit	66	R
Item 1 b.47	Rotating assy O-ring	S1676	R	unit	66	R
Item 1 b.48	Rotating assy adj shim set	13131	R	unit	66	R
Item 1 b.49	Discharge flange gasket	25113-036	R	unit	66	R
Item 1 b.50	Wear plate assy (T6A3-B)	46451-723	R	unit	33	R
Item 1 b.51	Wear plate assy (T6A3S-B)	46451-723-SC	R	unit	33	R
Item 1 b.52	Suction flange gasket	11402G	R	unit	66	R
Item 1 b.53	Suction check valve assy	46411-064	R	unit	66	R

Total for Item 1b – T6 for three-year contract period (to be carried forward to Item 1 summary)

Item 1(b): Reactive Maintenance of Gorman Rupp T8 Pumps

Repair work and replacement of parts (Reference - Part C3: 5.1.2)

Item 1b – T8

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.54	Impeller	12349	R	unit	33	R
Item 1 b.55	Inboard oil seal	S1917	R	unit	50	R
Item 1 b.56	Seal plate gasket	12350G	R	unit	50	R
Item 1 b.57	Inboard ball bearing	23421-461	R	unit	50	R
Item 1 b.58	Impeller adjustment shim set	5091	R	unit	50	R
Item 1 b.59	Shaft key	N0616	R	unit	50	R
Item 1 b.60	Impeller shaft (T8A3-B)	38515-577	R	unit	25	R
Item 1 b.61	Impeller shaft (T8A3S-B)	38515-587	R	unit	25	R
Item 1 b.62	Retaining ring	S215	R	unit	50	R
Item 1 b.63	Bearing housing O-ring	S333	R	unit	50	R
Item 1 b.64	Outboard ball bearing	23422-412	R	unit	50	R
Item 1 b.65	Seal sleeve O-ring (T8A3-B)	25152-026	R	unit	25	R
Item 1 b.66	Seal sleeve O-ring (T8A3S-B)	25154-026	R	unit	25	R
Item 1 b.67	Suction flange gasket	12356G	R	unit	50	R
Item 1 b.68	Discharge flange gasket	25113-038	R	unit	50	R
Item 1 b.69	Rotating assy adj shim set (T8A3-B)	48261-056	R	unit	25	R
Item 1 b.70	Rotating assy adj shim set (T8A3S-B)	33221-018	R	unit	25	R
Item 1 b.71	Bearing housing O-ring	S1914	R	unit	50	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.72	Wear plate	12348A-SC	R	unit	50	R
Item 1 b.73	Back cover assy (T8A3-B)	42111-954	R	unit	25	R
Item 1 b.74	Back cover assy (T8A3S-B)	42111-808	R	unit	25	R
Item 1 b.75	Back cover O-ring	S1915	R	unit	50	R
Item 1 b.76	Suction check valve assy	46411-066	R	unit	50	R
Total for Item 1b - T8 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp T10 Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – T10

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.77	Impeller	38615-014	R	unit	26	R
Item 1 b.78	Seal assembly	12590A	R	unit	40	R
Item 1 b.79	Seal plate gasket	38684-302	R	unit	40	R
Item 1 b.80	Bearing O-ring	S1874	R	unit	40	R
Item 1 b.81	Inboard oil seal	S1917	R	unit	40	R
Item 1 b.82	Impeller shaft key	N0612	R	unit	40	R
Item 1 b.83	Impeller shaft (T10A3-B)	38515-548	R	unit	20	R
Item 1 b.84	Impeller shaft (T10A3S-B)	38515-566	R	unit	20	R
Item 1 b.85	Ball bearing	23422-412	R	unit	40	R
Item 1 b.86	Suction check valve assy (T10A3-B)	46411-082	R	unit	20	R
Item 1 b.87	Suction check valve assy (T10A3S-B)	46421-037	R	unit	20	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.88	Pivot cap	38141-003	R	unit	40	R
Item 1 b.89	Cleanout cover gasket	38688-008	R	unit	40	R
Item 1 b.90	Rotating assy adj shim set	48261-056	R	unit	40	R
Item 1 b.91	Front wear plate	38691-826	R	unit	40	R
Item 1 b.92	Suction head gasket	38682-811	R	unit	40	R
Total for Item 1b – T10 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp VS3 Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – VS3

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.93	Impeller	38615-103	R	unit	10	R
Item 1 b.94	Cartridge seal assy	46513-151	R	unit	15	R
Item 1 b.95	Gasket	10959G	R	unit	15	R
Item 1 b.96	Oil seal	S1352	R	unit	15	R
Item 1 b.97	Gasket	38683-271	R	unit	15	R
Item 1 b.98	Ball bearing	S375	R	unit	15	R
Item 1 b.99	Shaft key	N0608	R	unit	15	R
Item 1 b.100	Impeller shaft	38514-827	R	unit	15	R
Item 1 b.101	O-ring	25154-022	R	unit	15	R
Item 1 b.102	Ball bearing	S1088	R	unit	15	R
Item 1 b.103	Impeller washer	31167-029	R	unit	15	R
Item 1 b.104	Impeller screw	F1004S	R	unit	15	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.105	O-ring	25152-273	R	unit	15	R
Item 1 b.106	O-ring	S1674	R	unit	15	R
Item 1 b.107	Discharge gasket	25113-033	R	unit	15	R
Item 1 b.108	Wear plate assy	46451-758	R	unit	15	R
Item 1 b.109	Gasket	38683-502	R	unit	15	R
Item 1 b.110	Flap valve assy	46411-147	R	unit	15	R
Item 1 b.111	Fill port gasket	50G	R	unit	15	R
Total for Item 1b - VS3 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp VS4 Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – VS4

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.112	Impeller	38615-104	R	each	8	R
Item 1 b.113	Cartridge seal assy	46513-154	R	each	12	R
Item 1 b.114	Gasket	38687-059	R	each	12	R
Item 1 b.115	Oil seal	S1907	R	each	12	R
Item 1 b.116	Gasket	38683-474	R	each	12	R
Item 1 b.117	Ball bearing	23287-014	R	each	12	R
Item 1 b.118	Shaft key	N0812	R	each	12	R
Item 1 b.119	Impeller shaft	38514-826	R	each	12	R
Item 1 b.120	O-ring	25154-026	R	each	12	R
Item 1 b.121	Ball bearing	23251-019	R	each	12	R
Item 1 b.122	O-ring	S1676	R	each	12	R
Item 1 b.123	Discharge gasket	25113-034	R	each	12	R
Item 1 b.124	Wear plate assy	46451-760	R	each	12	R
Item 1 b.125	Gasket	38683-680	R	each	12	R
Item 1 b.126	Flap valve assy	46411-151	R	each	12	R

Total for Item 1b - VS4 for three-year contract period (to be carried forward to Item 1 summary)	R
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Item 1(b): Reactive Maintenance of Gorman Rupp VS6 Pumps

Repair work and replacement of parts (Reference - Part C3: 5.1.2)

Item 1b – VS6

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.127	Impeller	38615-102	R	each	35	R
Item 1b.128	Cartridge seal assy	46513-155	R	each	50	R
Item 1b.129	Oil seal	25227-771	R	each	50	R
Item 1 b.128	Ball bearing	23422-414	R	each	50	R
Item 1b.130	O-ring	25154-131	R	each	50	R
Item 1b.131	Ball bearing	23422-019	R	each	50	R
Item 1 b.132	Impeller cap screw	DM1004S	R	each	50	R
Item 1b.133	Impeller washer	31514-015	R	each	50	R
Item 1 b.134	O-ring	25152-381	R	each	50	R
Item 1 b.135	O-ring	S1676	R	each	50	R
Item 1b.136	Discharge gasket	25113-036	R	each	50	R
Item 1b.137	Wear plate assy	46451-759	R	each	50	R
Item 1 b.138	Gasket	38683-659	R	each	50	R
Item 1b.139	Gasket	38683-680	R	each	50	R
Item 1b.140	Flap valve assy	46411-154	R	each	50	R
Item 1 b.141	O-ring	25152-453	R	each	50	R
Item 1b.142	O-ring	25152-280	R	each	50	R
Item 1 b.143	O-ring	25152-381	R	each	50	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Total for Item 1b - VS6 for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman Rupp O3A20 Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – O3A20

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.144	Impeller	4170B	R	each	2	R
Item 1b.145	Seal assy	12451A	R	each	4	R
Item 1b.146	Discharge flange gasket	1674GB	R	each	4	R
Item 1 b.147	Volute housing gasket	4156GA	R	each	4	R
Item 1b.148	Seal plate	38272-520	R	each	4	R
Item 1b.149	Oil seal	S29	R	each	4	R
Item 1 b.150	Impeller shaft	38512-020	R	each	4	R
Item 1 b.151	Oil seal	S1465	R	each	4	R
Item 1b.152	Bearing cap shim set	48211-043	R	each	4	R
Item 1b.153	Impeller shim set	2X	R	each	4	R
Item 1 b.154	Wear ring	4158A	R	each	4	R
Item 1b.155	Cover plate gasket	4635GA	R	each	4	R
Item 1b.156	Suction flange gasket	1674GB	R	each	4	R

Total for Item 1b - O3A20 for three-year contract period (**to be carried forward to Item 1 summary**)

Item 1(b): Reactive Maintenance of Gorman Rupp 82H3-B Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – 82H3-B

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Part number	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1 b.156	Impeller	7947B	R	each	10	R
Item 1b.157	Seal assembly	25271-192	R	each	15	R
Item 1b.158	Spring seat	3614	R	each	15	R
Item 1 b.159	Impeller adjustment shim set	2X	R	each	15	R
Item 1b.160	Shaft sleeve	2146L	R	each	15	R
Item 1b.161	Ball bearing	23275-008	R	each	15	R
Item 1 b.162	O-ring	25152-235	R	each	15	R
Item 1b.161	Shaft key	N0407	R	each	15	R
Item 1b.163	Oil seal	25227-303	R	each	15	R
Item 1 b.164	Bearing shim set	48261-009	R	each	15	R
Item 1b.165	Oil seal	25227-311	R	each	15	R
Item 1b.166	Seal plate	3613	R	each	15	R
Item 1 b.167	Gasket set	3GC	R	each	15	R
Item 1b.168	Wear plate assembly	2634B	R	each	15	R
Total for Item 1b – 82H3-B for three-year contract period (to be carried forward to Item 1 summary)						R

Item 1(b): Reactive Maintenance of Gorman KSB ETA-65 Pumps

Repair work and replacement of parts **(Reference - Part C3: 5.1.2)**

Item 1b – KSB ETA-65

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1b.169	Strip and quote on: KSB ETA 65-250	R	unit	15 units	R
Item 1b.170	KSB ETA 65-250: impeller (full size)	R	unit	4 units	R
Item 1b.171	KSB ETA 65-250: shaft	R	unit	4 units	R

Item 1b.172	Strip and quote on: KSB KWPK 125-500	R	unit	6 units	R
Item 1b.173	KSB KWPK 125-500: impeller (full size)	R	unit	6 units	R
Total for Item 1b - KSB ETA-65 for three-year contract period (to be carried forward to Item 1 summary)					R

Item 1(b): Reactive Maintenance of Lektratek Pumps

Repair work and replacement of parts **(Reference - Part C3: 5.1.2)**

Item 1b – Lektratek

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1b.180	Strip and quote on: Lektratek axial flow recycle pump	R	unit	50 units	R
Item 1b.181	Lektratek axial flow recycle pump: Plummer block bearing: 23220CCK/W33 complete	R	unit	50 units	R
Item 1b.182	Lektratek axial flow recycle pump: Plummer block bearing: 23222CCK/W33 complete	R	unit	20 units	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1b.183	Lektratek axial flow recycle pump: Plummer block bearing: 22317CCK/W33 complete	R	unit	20 units	R
Item 1b.184	Lektratek axial flow recycle pump: Pillar block bearing: SNU517 complete	R	unit	50 units	R
Item 1b.185	Lektratek axial flow recycle pump: bearing seal set: DH617 complete	R	unit	20 units	R
Item 1b.186	Lektratek axial flow recycle pump: bearing seal set: TSNA 522G complete	R	unit	20 units	R
Total for Item 1b - Lektratek for three-year contract period (to be carried forward to Item 1 summary)					R

Item 1(b): Reactive Maintenance of Vaughn Pumps

Repair work and replacement of parts (**Reference - Part C3: 5.1.2**)

Item 1b – Vaughn

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1b.186	Strip and quote on: Vaughn HE8N10CSB-160	R	unit	10 units	R
Item 1b.187	Vaughn HE8N10CSB-160: full bearing kit	R	unit	6 set	R
Item 1b.188	Vaughn HE8N10CSB-160: full O-ring kit	R	unit	6 set	R
Item 1b.189	Vaughn HE8N10CSB-160: mechanical seal	R	unit	6 units	R
Item 1b.190	Vaughn HE8N10CSB-160: impeller (full size)	R	unit	6 units	R
Item 1b.191	Vaughn HE8N10CSB-160:	R	unit	6 units	R

Pay sub-item/s	Description (The items described here must be the final price to CoT)	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period (Unit price must be multiplied with total)	Total amount for 3-year contract period (Exclusive of VAT)
Item 1b.192	Pressure gauge, 50mm diameter, glycerine filled with chemical, 0 – 500kPa	R	unit	20 units	R
Item 1b.193	V-belts, SPA1600	R	belt	80 belts	R
Item 1b.194	V-belts, SPA1700	R	belt	80 belts	R
Item 1b.195	V-belts, SPA1800	R	belt	150 belts	R
Item 1b.196	V-belts, SPB 1800	R	belt	20 belts	R
Item 1b.197	V-belts, SPB 1870	R	belt	20 belts	R
Item 1b.198	V-belts, SPA2000	R	belt	150 belts	R
Item 1b.199	V-belts, SPB 2020	R	belt	20 belts	R
Item 1b.200	V-belts, 13N x 1400 SPN	R	belt	80 belts	R
Item 1b.201	V-belts, 147 x 1800Li	R	belt	10 belts	R
Item 1b.202	V-belts, SPC 2500	R	belt	20 belts	R
Item 1b.203	V-belts, SPC 3350	R	belt	20 belts	R
Total for Item 1b - Vaughan for three-year contract period (to be carried forward to Item 1 summary)					R

Item 1: Repair and Maintenance of Centrifugal Pumps (Reference - Part C3: 5.1)

ITEM 1 SUMMARY – Repair and Maintenance of Centrifugal Pumps		
Pay sub-item/s	Description	Total amount for 3-year contract period
Item 1a	Scheduled Preventative Maintenance	R
Item 1b - T3	Repairs on T3A3-B & T3A3S-B	R
Item 1b - T4	Repairs on T4A3-B & T4A3S-B	R
Item 1b - T6	Repairs on T6A3-B & T6A3S-B	R
Item 1b - T8	Repairs on T8A3-B & T8A3S-B	R
Item 1b - T10	Repairs on T10A3-B & T10A3S-B	R
Item 1b - VS3	Repairs on VS3A-60 & VS3A-60-B	R
Item 1b - VS4	Repairs on VS4A-60 & VS4A-60-B	R
Item 1b - VS6	Repairs on VS6A-60 & VS6A-60-B	R
Item 1b - O3A20	Repairs on O3A20-B	R
Item 1b - 82H3-B	Repairs on 82H3-B	R
Item 1b - KSB ETA -65	Repairs on KSB ETA-65	R
Item 1b - Lektratek	Repairs on Lektratek Pumps	R
Item 1b - Vaughan	Repairs on Vaughn Pumps	R
	Total for Item 1 (Exclusive of VAT)	R

VAT @ 15%	R
Total for Item 1 (Inclusive of VAT)	R

Item 2: Repair of positive displacement pumps (Part C3: 5.2)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 2.1	Strip and quote on: Mono C42M	R	unit	10	R
Item 2.2	Overhaul of Mono C42M with the following new parts: (1) stator nitrile rubber, (2) rotor stainless steel, (3) connecting rod stainless steel, (4) shaft stainless steel, (5) pins hardened tool steel, (6) pin bushes, hardened tool steel, (7) caps stainless steel,	R	unit	10	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	(8) cap washers stainless steel and (9) bearings set				
Item 2.3	Mono C42M- stator nitrile rubber	R	unit	10	R
Item 2.4	Mono C42M- rotor stainless	R	unit	10	R
Item 2.5	Mono C42M- connecting rod stainless steel	R	unit	5	R
Item 2.6	Mono C42M- shaft stainless steel	R	unit	5	R
Item 2.7	Strip and quote on: Mono C61M	R	unit	10	R
Item 2.8	Overhaul of Mono C61M with the following new parts: (1) stator nitrile rubber, (2) rotor stainless steel, (3) connecting rod stainless steel, (4) shaft stainless steel, (5) pins hardened tool steel, (6) pin bushes, hardened tool steel, (7) caps stainless steel, (8) cap washers stainless steel and (9) bearings set	R	unit	10	R
Item 2.9	Mono C61M- stator nitrile rubber (as per clause 4.5)	R	unit	10	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 2.10	Mono C61M- rotor stainless steel	R	unit	10	R
Item 2.11	Mono C61M- connecting rod stainless steel	R	unit	5	R
Item 2.12	Mono C61M- shaft stainless steel	R	unit	5	R
Item 2.13	Strip and quote on: Mono C81M	R	unit	10	R
Item 2.14	Overhaul of Mono C81M with the following new parts: (1) stator nitrile rubber, (2) rotor stainless steel, (3) connecting rod stainless steel, (4) shaft stainless steel, (5) pins hardened tool steel, (6) pin bushes, hardened tool steel, (7) caps stainless steel, (8) cap washers stainless steel and (9) bearings set	R	unit	10	R
Item 2.15	Mono C81M- stator nitrile rubber (as per clause 4.5)	R	unit	10	R
Item 2.16	Mono C81M- rotor stainless steel	R	unit	10	R
Item 2.17	Mono C81M- connecting rod stainless steel	R	unit	5	R
Item 2.18	Mono C81M- shaft stainless steel	R	unit	5	R
Item 2.19	Strip and quote on: Mono C91M	R	unit	10	R
Item 2.20	Overhaul of Mono C91M with the following new part: (1) stator nitrile rubber, (2) rotor stainless steel,		unit	10	R
		R		10	
		R		10	

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	(3) connecting rod stainless steel, (4) shaft stainless steel, (5) pins hardened tool steel, (6) pin bushes, hardened tool steel, (7) caps stainless steel, (8) cap washers stainless steel and (9) bearings set	R		10	
		R			
		R			
		R			
		R			
		R			
Item 2.21	Mono C91M- stator nitrile rubber	R	unit	20	R
Item 2.22	Mono C91M- rotor stainless steel	R	unit	20	R
Item 2.23	Mono C91M- connecting rod stainless steel	R	unit	20	R
Item 2.24	Mono C91M- shaft stainless steel	R	unit	20	R
Item 2.25	Strip and quote on: Orbit B9601	R	unit	28	R
Item 2.26	Orbit B9601- stator nitrile rubber	R	unit	28	R
Item 2.27	Orbit B9601- rotor stainless steel	R	unit	28	R
Item 2.28	Orbit B9601- connecting rod stainless steel	R	unit	28	R
Item 2.29	Orbit B9601- shaft stainless steel	R	unit	28	R
Item 2.30	Strip and quote on: Woerner 115.102.46: 0.18kW	R	unit	10	R
Item 2.31	Woerner 115.102.46: 0.18kW: repair kit	R	unit	10	R
Item 2.32	Woerner 115.102.46: 0.18kW: pump element	R	unit	10	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 2.33	Woerner 115.102.46: 0.18kW: gearbox	R	unit	10	R
Item 2.34	Woerner PMF-A: repair kit	R	unit	10	R
Item 2.35	Woerner PMF-A: pump element	R	unit	10	R
Item 2.36	Woerner PMF-A: gearbox	R	unit	10	R
Item 2.37	Pressure gauge, 50mm diameter, glycerine filled with chemiseal, 0 – 500kPa	R	unit	20	R
Item 2.38	V-belts, SPA1600	R	belt	80	R
Item 2.39	V-belts, SPA1700	R	belt	80	R
Item 2.40	V-belts, SPA1800	R	belt	150	R
Item 2.41	V-belts, SPA2000	R	belt	150	R
Item 2.42	V-belts, 13N x 1400 SPN	R	belt	80	R
Item 2.43	Copper tube 6mm diameter	R	m	50	R
Item 2.44	Copper tube ferrule 6mm	R	unit	30	R
Item 2.45	Copper tube connector- from 6mm tube to 10mm male metric thread	R	unit	30	R
*Total for Item 2 for a three-year contract (to be carried forward to summary of prices table)					R

Item 3: Repair of Archimedes screw pump bearings and couplings (Part C3: 5.3)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 3.1	Strip and quote on: Archimedes screw pump bottom and top bearing	R	unit	40	R

*Total for Item 3 for a three-year contract period (to be carried forward to summary of prices table)	R
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Item 4: Repair and maintenance of submersible pumps and mixers (Part C3: 5.4)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 4.1	Strip and quote on: Flygt CP3126-250 submersible pump	R	unit	50 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 4.2	Strip and quote on: Hidrostral EO5K-LS submersible pump (total as per clause 3.3.11)	R	unit	100 units	R
Item 4.3	Assemble price for a Majmar/Vitex, VX100-220-4 submersible pump	R	unit	100 units	R
Item 4.4	Overhaul of: Hidrostral EO5K-LS, 2.2kW with the following: (1) rewinding of stator only, (2) new impeller, (3) new mechanical seal, (4) sand blasting and painting, (5) dynamic balancing,	R	unit	200 units	R
Item 4.5	Overhaul of: Majmar/Vitex, VX100-220-4 with the following: (1) rewinding of stator only, (2) new impeller, (3) new mechanical seal, (4) sand blasting and painting, (5) dynamic balancing,		unit	200 units	R
		R			
		R			
		R			
		R			
Item 4.6	Overhaul of: Flygt CP3126-250 with the following: (1) rewinding of stator only, (2) new impeller, (3) new mechanical seal, (4) sand blasting and painting,		unit	200 units	R
		R			
		R			
		R			

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	(5) dynamic balancing,	R			
Item 4.7	Strip and quote on: Flygt 4451-010, 5,9kW submersible mixer	R	unit	100 units	R
Item 4.8	Strip and quote on: ABS RW40-4, 4kW submersible mixer	R	unit	200 units	R
Item 4.9	Assemble price for a ABS RW40-4, 4kW submersible mixer	R	unit	100 units	R
Item 4.10	Overhaul of: Flygt 4451-010, 5,9kW with the following:		unit	150 units	R
	(1) rewinding of stator only,	R			
	(2) new propeller,	R			
	(3) new mechanical seal,	R			
	(4) new output shaft,	R			
	(5) new gears,	R			
	(6) sand blasting and painting,	R			
	(7) dynamic balancing,	R			
Item 4.11	Overhaul of: ABS RW40-4, 4kW with the following:		unit	150 units	R
	(1) rewinding of stator only,	R			
	(2) new propeller,	R			
	(3) new mechanical seal,	R			
	(4) new output shaft,	R			
	(5) new gears,	R			
	(6) sand blasting and painting,	R			
	(7) dynamic balancing,	R			
Item 4.12		R	unit	150 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	Overhaul of: Flygt SR4660GPF with the following: (1) rewinding of stator only, (2) new propeller, (3) new mechanical seal, (4) sand blasting and painting, (5) dynamic balancing,	R			
		R			
		R			
		R			
		R			
Item 4.13	Grundfos: CR16-50: shaft	R	unit	5 units	R
Item 4.14	Strip and quote on: Grundfos: SL 1 and SLV	R	unit	15 units	R
Item 4.15	Grundfos: SL1 and SLV: mechanical seal	R	unit	15 units	R
Item 4.16	Grundfos: SL1 and SLV: full impeller set	R	unit	15 units	R
Item 4.17	Grundfos: SL1 and SLV: shaft	R	unit	15 units	R
Item 4.18	Strip and quote on: Grundfos: CR16-50	R	unit	15 units	R
*Total for Item 4 for a three-year contract period (to be carried forward to summary of prices table)					R

Item 5: Mechanical repairing and rewinding of electric motors (Part C3:5.5)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 5.1	Strip and quote 1 050kW, 3.3kV electric motor at WWTW inclusive of (1) electrical isolation (clause 3.1.2), (2) removal of the equipment on Site, (3) transportation costs with a suitable size truck from Rooiwal WWTW, the transportation back to Rooiwal WWTW after repairs, (4) installation, (5) laser alignment of the motor and (6) electrical connection	R	unit	3 units	R
		R			
		R			
		R			
		R			
		R			
Item 5.2	Strip and quote 390kW, 3.3kV electric motor at any WWTW inclusive of (1) electrical isolation (clause 3.1.2),	R	unit	6 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	(2) removal of the equipment at WWTW, (3) transportation costs with a suitable size truck from WWTW, the transportation back to WWTW after repairs, (4) rewind of stator only (5) installation, (6) laser alignment of the motor and (7) electrical connection	R R R R R R R			
Item 5.3	Strip and quote on: 7.5kW, 415V, 1 450rpm foot mounted electrical motor	R	unit	200 units	R
Item 5.4	Strip and quote on: 22kW, 415V, 1 450rpm foot mounted electrical motor	R	unit	100 units	R
Item 5.5	Strip and quote on: 55kW, 415V, 1 450rpm foot mounted electrical	R	unit	100 units	R
Item 5.6	Strip and quote on: 110kW, 415V, 1 450rpm foot mounted electrical motor	R	unit	50 units	R
Item 5.7	Strip and quote on: 250kW, 415V, 1 450rpm foot mounted electrical motor	R	unit	20 units	R
Item 5.8	Assemble price for a 30kW, 415V, 1 450rpm foot mounted electrical motor	R	unit	100 units	R
Item 5.9	Overhaul of: 22kW, 415V, 740rpm foot mounted electrical motor with the following:	R	unit	50 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 5.10	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing,	R	unit		R
Item 5.11	Overhaul of: 7.5kW, 415V, 1 450rpm foot mounted electrical motor with the following:	R	unit	200 units	R
Item 5.12	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing	R	unit	100 units	R
		R			
		R			
		R			
		R			
Item 5.13	Overhaul of: 22kW, 415V, 1 450rpm foot mounted electrical motor with the following:	R	unit	200 units	R
Item 5.14	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing,	R	unit	100units	R
		R			
		R			
		R			
		R			
Item 5.15	Overhaul of: 55kW, 415V, 1 450rpm foot mounted electrical motor with the following:	R	unit	200 units	R
Item 5.16	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing	R	unit		R
		R			
		R			
		R			
		R			
Item 5.17	Overhaul of: 110kW, 415V, 2 900rpm foot mounted electrical motor with the following:	R	unit	50 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 5.18	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing	R	unit	50units	R
Item 5.19	Overhaul of: 250kW, 415V, 1 450rpm foot mounted electrical motor with the following:	R	unit	20 units	R
Item 5.20	(1) rewinding of stator only, (2) plastic motor fan, (3) motor fan cover, (4) sand blasting and painting, (5) dynamic balancing,	R	unit	20units	R
		R			
		R			
		R			
		R			
Item 5.21	Flame proof certificate and report for flame proof motors	R	unit	20 units	R
*Total for Item 5 for a three year contract period (to be carried forward to summary of prices table)					

Item 6: Repair of gearboxes and couplings (Part C3: 5.6)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 6.1	Strip and quote on: Hansen QVPD-3, 55kW	R	unit	40 units	R
Item 6.2	Service of Hansen QVPD-3, 55kW including of the following: (1) drain oil, (2) fill with new oil supplied by CoT, (3) replace gearbox – motor coupling reverse flange, element and metric taper bush (50mm) with part numbers as below.		unit	40 units	R
		R			
		R			
		R			
Item 6.3	Strip and quote on: Hansen QVPF-3, 90kW	R	unit	10 units	R
Item 6.4	Gearbox- motor coupling: Reverse flange; Part no CO ORC 23 REV	R	unit	20 units	R
Item 6.5	Gearbox- motor coupling: Element; Part no CO ORC 23 ELEME	R	unit	20 units	R
Item 6.6	Gearbox- motor coupling: Metric taper bush; Part no MB3020x50	R	unit	20 units	R
Item 6.7	Gearbox- motor coupling: Metric taper bush; Part no MB3020x70	R	unit	20 units	R
Item 6.8	Strip and quote on Flender H3 SH9B, 51.9kW:	R	unit	30 units	R
*Total for Item 6 for a three-year contract (to be carried forward to summary of prices table)					R

Item 7: Repair of settling tank bridges (drive wheels, idler wheels, bearings) (Part C3: 5.7)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 7.1	Replace idler wheel on settling tank bridge with: (1) 1x 350mm diameter x 250mm wide poly urethane wheel, (2) 1x Shaft mild steel, EN8, 600mm x 75mm diameter and (3) 2x Plummer block bearing: UCPX10 (4)		unit	50 units	R
		R			
		R			
		R			
Item 7.2	310mm diameter x 125mm poly urethane wheel	R	unit	50 units	R
Item 7.3	350mm diameter x 250mm poly urethane wheel	R	unit	50 units	R
Item 7.4	315mm diameter x 200mm poly urethane wheel	R	unit	50 units	R
Item 7.5	Shaft mild steel, EN8, 600mm x 75mm	R	unit	50 units	R
Item 7.6	Centre bearing: Torriana Gianni SD.650.20	R	unit	6 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 7.7	Top centre pivot bearing: UCP212	R	unit	20 units	R
Item 7.8	Lower centre pivot bearing: UCFX17	R	unit	20 units	R
Item 7.9	Plummer block bearing: UCPX10	R	unit	50 units	R
Item 7.10	Slip ring set, 7-Tier, 20A	R	unit	10 units	R
*Total for Item 7 for a three-year contract period (to be carried forward to summary of prices table)					

Item 8: Repair of compressors (Part C3: 5.8)

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 8.1	Strip and quote on: Ingersoll Rand 3000	R	unit	30 units	R
Item 8.2	Overhaul of Ingersoll Rand 3000 with the following new parts: (1) crankshaft with two heavy duty ball bearings, (2) connecting rods with bushings, (3) cast iron cylinders, (4) pistons both stages , (5) centrifugal unloader, (6) dry type inlet filters/silencers, (7) finned copper tube intercooler with two inter stage safety valves, (8) gasket set, (9) oil	R	unit	30 units	R
		R			
		R			
		R			
		R			
		R			
		R			
		R			
		R			
Item 8.3	Strip and quote on: Arlec 200	R	unit	10 units	R
Item 8.4		R			

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
	Overhaul of Arlec 200 with the following new parts: (1) crankshaft with two heavy duty ball bearings, (2) connecting rods with bushings, (3) cast iron cylinders, (4) pistons both stages, (5) centrifugal unloader, (6) dry type inlet filters/silencers, (7) finned copper tube intercooler with two inter stage safety valves, (8) gasket set, (9) oil		unit	30 units	R
		R			
		R			
		R			
		R			
		R			
		R			
		R			
		R			
		R			
Item 8.5	Electrical pressure switch, 0 – 10bar, differential pressure range- 2bar	R	unit	40 units	R
Item 8.6	Electrical solenoid valve, 3-way	R	unit	40 units	R
Item 8.7	Coils, 230V	R	unit	40 units	R
Item 8.8	Pressure gauge, 50mm diameter, glycerine filled with chemiseal, 0 – 800kPa	R	unit	20 units	R

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 8.9	Non-return, flap brass, high temperature, 12bar, 50mm	R	unit	30 units	R
Item 8.10	V-belts, 22 x 2360	R	belt	60 belts	R
Item 8.11	V-belts, 22 x 3840	R	belt	12 belts	R
Item 8.12	V-belts, 17 x 2200	R	belt	30 belts	R
*Total for Item 8 for a three year contract period (to be carried forward to summary of prices table)					R

Item 9: Transport, Labour rates and PPE

Pay sub-item/s	Description	Unit Cost (Exclusive of VAT)	Unit of measure	Estimated number over 3-year contract period	Total amount for 3-year contract period (Exclusive of VAT)
Item 9.1	Labour – Fitter and Turner	R	hour	12 000 hours	R
Item 9.2	Labour - Electrician	R	hour	600 hours	R
Item 9.3	Labour - General Worker	R	hour	12 000 hours	R
Item 9.4	Labour- Mechanical Artisan Assistant	R	hour	12 000 hours	R

Item 9.5	Labour - Mechanical Site Supervisor	R	hour	10 000 hours	R
Item 9.6	Labour – Safety Officer	R	hour	600 hours	R
Item 9.7	Transport - 1 ton pick - up	R	km	100 000 km	R
Item 9.8	Transport – 8-ton truck	R	km	5 000 km	R
Item 9.9	Mobile crane 15 ton	R	day	30 days	R
Item 10	PPE	R	person	12 people	R
Item 10.1	Safety File	R	Per document	Once before the contract start	R
Item 10.2	Conditional assessment on equipment and report	R	Per assessment	3 times	R
Item 10.3	Risk assessment	R	Per audit	3 times	R
Total for Item 9 for a three-year contract period (to be carried forward to summary of prices table)					R

C3.3 SUMMARY OF PRICES

Description	Description	Total amount for 3-year contract period
Item 1	Preventative and Reactive Maintenance of Centrifugal Pumps	R
Item 2	Repair of positive displacement pumps	R
Item 3	Repair of Archimedes screw pump bearings and couplings	R
Item 4	Repair and maintenance of submersible pumps and mixers	R
Item 5	Mechanical repairing and rewinding of electric motors	R
Item 6	Repair of gearboxes and couplings	R
Item 7	Repair of settling tank bridges (drive wheels, idler wheels, bearings)	R
Item 8	Repair of compressors	R
Item 9	Transport and labour rates	R
Total Cost for all items tendered for		R
VAT @ 15%		
Total for all items (Inclusive of VAT)		R

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE WORKS

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C3.1.1 Employers objectives

The Employer's objective is to acquire the services of contractors for the repair of pumps, gearboxes, motors, compressors, mixers and settling tank bridges including any mechanical associated works at the Waste Water Treatment Works of the City of Tshwane as and when required for a 3-year period. This will enable quick response times during failures and implementation of a preventative maintenance program to extend the useful life of equipment.

C3.1.2 Overview of the works

Wastewater section manage and operates 16 Wastewater Treatment works throughout the City of Tshwane. It is required that Mechanical and electrical equipment of these infrastructure be repaired and maintained to keep the wastewater treatment operational.

WWTW	Design Capacity ML/day	WWTW	Design Capacity
Daspoort	55	Refilwe	2.2
Rayton	1.2	Ekangala	10
Baviaanspoort	56	Summer Place	0.3
Babelegi	2.3	Godrich	5
Klipgat	19.11	Zeekoegat	70
Rietgat	20	Rooiwal	110
Sandspruit	20	Sunderland	73
Temba	12.3	Rooiwaal west	54

C3.1.3 Extent of the works

This scope will cover the following items:

- Item 1: Repair and maintenance of centrifugal pumps
- Item 2: Repair of positive displacement pumps
- Item 3: Repair of Archimedes screw pump bearings (bushes) and couplings
- Item 4: Repair and maintenance of submersible pumps and mixers
- Item 5: Mechanical repairing and rewinding of electric motors
- Item 6: Repair of gearboxes and couplings
- Item 7: Repair of settling tank bridges (drive wheels, idler wheels, bearings)
- Item 8: Repair of compressors

C3.1.3.1 Scope of Works

Item 1a - Repair and maintenance of centrifugal pumps

The following preventative maintenance checks should be done on a **six-monthly** basis.

- Record suction and discharge pressure gauge readings before commencing with planned maintenance.
- Exercise the gate valve and check non-return valve for effectiveness.
- Open the pump and inspect the condition of the impeller, wear plate and O-ring on the cover plate.
- Inspect condition of flap valve assembly
- Inspect pressure relief valve on cover plate.
- Reset the clearance between the impeller and wear plate and record the amount of wear remaining.
- Replace mechanical seal chamber oil and report on condition of seal (leaks).
- Replace bearing chamber oil and report on condition.
- Breather vent plugs on bearing and mechanical seal chambers must be removed and cleaned.
- Inspect the casing internally, machine surfaces and cut water for wear. Clean out recirculation port.
- Inspect cover plate O-ring for wear and damage. If the O-ring is worn or damaged it must be replaced with new before pump is closed.
- V-belts must be replaced if necessary and the alignment of the coupling drive must be checked and re-aligned.
- Check operation of air release valve.
- Check for any loose bolts and nuts on the pump set and fasten.
- Grease air release valve.
- Check that the pump set is back in normal operating condition.
- Check that the pump set is running silently, especially the motor, drive and bearings.
- Record suction and discharge pressure gauge reading upon completion of work.

Item 1b - Repair work and replacement of parts

For reactive maintenance and repair work, a report must be submitted to the relevant WWTW manager. The assessment report shall detail the cause of failure and the work required to bring the pump into a proper and safe operating condition. The mostly used parts and materials required for repair work and labor rates are listed in Part C2.2 of the document and should be priced accordingly.

Item 2 Repair of positive displacement pumps

- A certified electrician must carry out the necessary isolation of the equipment to be removed in accordance with CoT procedures and ensure that the necessary signs are attached to the panel and that the necessary lockout procedure has been followed according to the requirements of the OHS Act.
- Strip and clean pump and parts and assess the condition of each mechanical component and drives (coupling, V-belts, taper lock pulleys, pressure relief valves or safety valves, etc.).
- Prepare a report/detail quotation to be submitted to the relevant Plant Manager (All parts and material must be listed)
- The assessment report/quotation shall detail the cause of failure and the work required to bring the pump in proper and safe operating condition.
- After a purchase order has been received all the parts as quoted for must be replaced.
- Check oil and grease in pump.
- Check that the pump turns free without obstruction and that all safety guards are firmly back in position.
- Check that pump and all valves are back in normal operating positions.
- Check that the lubrication pumps feed the grease through to the end of the grease pipeline.

Item 3 Repair of Archimedes screw pump bearings and couplings

- Strip and clean relevant parts and assess the condition of each mechanical component and drives (bottom bearing, top bearing, coupling, V-belts, taper lock pulleys, etc.).
- Prepare a report/quotation to be submitted to the to the relevant WWTW manager.
- The assessment report/quotation shall detail the cause of failure and the work required to bring the screw pump in proper and safe operating condition
- After a purchase order has been received all the parts as quoted for must be replaced.
- Check that grease pipes are in position and that the lubrication pump feed the grease to the bearing.
- Check grease in lubrication pump.
- Check that the screw pump turns free without obstruction and that all safety guards are firmly back in position.

Item 4-Repair and maintenance of submersible pumps and mixers (Item 4)

- The contractor will be notified to collect the submersible pumps and submersible mixers from the different wastewater treatment works to the contractor's workshop where the equipment will be tested, stripped, and assessed. The contractor will strip the relevant equipment, perform electrical tests, visually inspect for faults, and assess the condition of each mechanical component
- The contractor must compile and submit an assessment report/quotation to the Plant Manager who will have the final say in whether repair work must continue or not.
- The assessment report/quotation shall detail the cause of failure and the work required to bring the submersible pumps and submersible mixers into proper and safe operation and shall include recommended options regarding
 - parts that require repair or replacement or
 - Items to be scrapped or redundant must be addressed in writing to the waste water Manager.
- The submersible pumps and submersible mixers must only be repaired after an official order number has been received from the CoT.

- Mechanical repair work will include but not be limited to bearings, bearing housings, shafts, fans, fan covers, end shields, terminal boxes, terminal box covers, glands, mechanical seals, oil seals, oil, impellers, gearbox parts (e.g. gears, bearings, clips), 7m flexible cable and new name plates.

Item 5 -Mechanical repairing and rewinding of electric motors (Item 5)

- The contractor will be notified to collect the electrical motors from the different wastewater treatment works (see clause 3) to the contractor's workshop where the equipment will be tested, stripped, and assessed. The contractor will strip the relevant equipment, perform electrical tests, visually inspect for faults, and assess the condition of each mechanical component.
- The contractor must compile and submit an assessment report/quotation to the CoT Representative at the Plant Manager who will have the final say in whether repair/rewind work must continue or not.
- The assessment report/quotation shall detail the cause of failure and the work required to bring the electrical motors into proper and safe operation and shall include recommended options regarding
 - parts that require repair or replacement or
 - scrapping of equipment
- The electrical motors must only be repaired/rewind after an official order number has been received from the CoT.
- When the electrical motors cannot be repaired or when it is too costly compared with the price to acquire a new motor, the motor should be completely assembled again, without the omission of any parts. The equipment shall be delivered back to the plant with an assessment report detailing the faults identified.
- All the repair/rewind work on the electric motors must be done in accordance with the applicable standard:
 - SANS 1561-1:2006 or latest version:** Rewind and refurbished rotating electrical machines: Part 1: Low-voltage three phase induction motors with maximum rated output of 800kW and rated voltage not exceeding 1 100V between phases. This part of SANS 1561 specifies the characteristics of low-voltage three-phase alternating-current induction motors of the cage and wound rotor (slip-ring) types that are to be refurbished and, if applicable, rewound. The part covered the finished product only.
 - SANS 10242-1:2017 or latest version:** The rewinding and refurbishing practice of rotating electrical machines: Part 1: Low-voltage three phase induction motors with maximum rated output of 800kW and rated voltage not exceeding 1 100V between phases. This part of SANS 0242 covers motors with random wound (mash) coils and formed-wound coils.
 - SANS 60034-:2010 or latest version:** Technical specification: Rotating Electrical Machines Part 1: Rating and performance
 - SANS 60034-23:2003 or latest version:** Technical specification: Rotating Electrical Machines Part 23: Specification for the refurbishing of rotating electrical machines (where applicable to low voltage random wound alternating current machines).
 - SANS 60079-19:2015 or latest version:** Electrical apparatus for explosive gas atmospheres: Equipment repair, overhaul, and reclamation.
 - Rewinding of electrical motors, submersible pumps and submersible mixers shall be done according to the SANS standards.
 - Rewinding shall only be done if the stator and rotor casing is still in a good condition and the expected life after rewinding can be compared with the expected life of a new electrical motor, submersible pump, and submersible mixer.

- When a motor is rewind, the relevant test certificates must be delivered with the repaired electrical motor.

Item 6 -Repair of gearboxes and couplings

- A certified electrician must carry out the necessary isolation of the equipment to be removed in accordance with CoT procedures and ensure that the necessary signs are attached to the panel and that the necessary lockout procedure has been followed according to the requirements of the OHS Act.
- Strip and clean gearbox and parts and assess the condition of each mechanical component and drives (coupling, V-belts, taper lock pulleys, etc.)
- Prepare a report/quotation to be submitted to the relevant WWTW manager. (All parts and material must be listed)
- The assessment report/quotation shall detail the cause of failure and the work required to bring the gearbox in proper and safe operating condition.
- After a purchase order has been received all the parts as quoted for must be replaced
- Check oil and grease in gearbox.
- Check that the gearbox turns free without obstruction and that all safety guards are firmly back in position.
- Check that gearbox is back in normal operating positions.

Items 7 - Repair of settling tank bridges (drive wheels, idler wheels, bearings) (Item 7)

- A certified electrician must carry out the necessary isolation of the equipment to be removed in accordance with CoT procedures and ensure that the necessary signs are attached to the panel and that the necessary lockout procedure has been followed according to the requirements of the OHS Act.
- Strip and clean damaged part (drive wheel, idler wheel, or center bearing) and assess the condition of each mechanical component (wheels, plumber blocks, shafts, center bearing, etc.)
- Prepare a report/quotation to be submitted to the relevant WWTW manager.
- The assessment report/quotation shall detail the cause of failure and the work required to bring the settling tank bridge in proper and safe operating condition.
- After a purchase order has been received all the parts as quoted for must be replaced.
- Check that bearings are sufficiently greased.
- Check that the settling tank bridge turns free without obstruction and that all safety guards are firmly back in position.

Item 8 - Repair of compressors

- Carry out mechanical isolation of compressor in accordance with CoT procedure.
- A certified electrician must carry out the necessary isolation of the equipment to be removed in accordance with CoT procedures and ensure that the necessary signs are attached to the panel and that the necessary lockout procedure has been followed according to the requirements of the OHS Act.
- Strip and clean compressor and parts and assess the condition of each mechanical component and drives (coupling, V-belts, taper lock pulleys, etc.)
- Prepare a report/quotation to be submitted to the relevant Plant Manager.
- The assessment report/quotation shall detail the cause of failure and the work required to bring the compressor in proper and safe operating condition. (All parts and material must be listed)
- After a purchase order has been received all the parts as quoted for must be replaced.
- Check oil and grease in compressor.
- Check that the compressor turns free without obstruction and that all safety guards are firmly back in position.
- Check that compressor and all valves are back in normal operating positions.

C3.1.4 Location of the works

The work will be done on the City of Tshwane's (CoT) Waste Water Treatment Works (WWTW). Travelling costs will be claimed from Daspoort WWTW. The distances from Daspoort WWTW to the different works are as follows:

WWTW	One way distance	WWTW	One way distance
Daspoort	0 km	Refilwe	49km
Rayton	56km	Ekgangala	68km
Baviaanspoort	30km	Summer Place	68km
Babelegi	52km	Godrich	68km
Klipgat	44km	Zeekoegat	30km
Rietgat	36km	Rooiwal	32km
Sandspruit	30km	Sunderland	24km
Temba	50km		

C3.2 ENGINEERING

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C3.2.1 Pumps and Motor Data sheet

Model	ID Number	Make	Pump Elevation (amsl) [m]	Make of Motor	Motor Size [kW]	Motor speed [r/min]	Belt Type (e.g. SPA)	Motor pulley size [mm]	Motor bush	Serial number - Pump
VS6A60-BFM	B1-SP-DS-02	Gorman Rupp	IN	FOR	11					
T8A3-BFM	B3-RP-SS-01	Gorman Rupp	1264M	BMM	7,5	1435	SPA	115	2012	882060
T8A3-BFM	B4-RP-SS-01	Gorman Rupp	1257M	SIEMENS	11	1450	SPA	140	2517	1137693
U4B60-BFM	B2-SP-BR-01	Gorman Rupp	1270M	BMM	18,5	1459	SPZ	270	2517	1151715
T4A3-BFM	B3-SP-ST-02	Gorman Rupp	1268M	NO	7	1430	SPA	150	2517	886197
T3A3-BFM	B0-SP-FL-01	Gorman Rupp	1275M	BMM	18,5	1459	SPA	200	3020	894895
T4A3-BFM	B3-SP-PS-01	Gorman Rupp	1249M	Weg	4	1420	SPA	100	1610	890018
T8A3-BFM	B4-RP-BT-04	Gorman Rupp	1264M	SIEMENS	15	1450	SPA	180	42	1137679
T4A3-BFM	B3-SP-BR-01	Gorman Rupp	1275M	SIEMENS	7,5	1450	SPA	132	2012	886196
T4A3-BFM	B4-SP-PS-01	Gorman Rupp	1268M	WEG	8	1445	SPZ			1128957
T4A3-BFM	B3-SP-BR-02	Gorman Rupp	1275M	SIEMENS	7,5	1450	SPA	-	2012	890019
T10A3S-BFM	D9-SP-RT-01	Gorman Rupp	WEG	BZ 41591	22	1460	SPB	250	3020	1343548
T10A60S-BFM	D9-WP-PS-02	Gorman Rupp	WEG	BX 57207	22	1465	SPB	180	2517	1343909
T3A3-BFM	D9-WP-C1-1	Gorman Rupp	WEG	185169N	6	1450	SPA	115	2012	1049231
T3A3S-BFM	D9-SP-FL-02	Gorman Rupp	WEG	BQ42678	19	1465	SPB	236	3020	1401947N
T4A3S-BFM	D5-SP-RS-02	Gorman Rupp	BMM	L9602017	11	1400	DIRECT COUPLE	F90	-	1365401N
VS6A60-BFM	D0-WP-SF-05	Gorman Rupp	WEG	OB 26364	110	1480	SPC	375	4040	1354814

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C3.3.1.1 Preferential procurement procedures

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project specific amendments to the standard conditions of the Tender applicable to this Document. The Tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard conditions of Tender to which it mainly applies.

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

C3.3.1.1 Stages of Evaluation

STAGE 1: ADMINISTRATIVE COMPLIANCE

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none">• A copy of their Tax Clearance Certificate (TCS); or• Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
contract unless prior approval is obtained from the City.		
h) Bidder attended a compulsory briefing session where applicable		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

STAGE 2: MANDATORY REQUIREMENTS

The tenderer must submit the following mandatory documents with their tender as shown in the table below. Failure to submit any of the specified documents in the table below, shall render the tender document to be non-responsive and will not be further considered:

NB: Kindly refer to the T2 for the returnable to see the quantity of personnel required .

No	Requirement	Documentation submitted	
		Yes	No
1	<p>Must have Qualified Electricians</p> <p>Each of the electricians must meet the following requirements</p> <ul style="list-style-type: none"> • 5 years experience post qualification • Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 		
2	<p>Qualified Fitter and Turner</p> <p>Each of the Fitter and Turner must meet the following requirements</p> <ul style="list-style-type: none"> • 5 years experience post qualification 		

No	Requirement	Documentation submitted	
		Yes	No
	<ul style="list-style-type: none"> Valid trade test certificate registered with Department of labour listed Trade Test and/or SETA Approved Trade Test. 		
3	<p>Must have qualified Mechanical site Supervisor with</p> <ul style="list-style-type: none"> N4 in Mechanical Engineering field and/or National Diploma, QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test. 5 years experience post qualification <p>Requirements. Please attach</p> <ul style="list-style-type: none"> -N4 National Certificate in Engineering -QCTO and/or Department of labour listed Trade Test and/or SETA Approved Trade Test Certificate, 		
4	<p>Qualified Mechanical Artisan Assistant per site ,</p> <ul style="list-style-type: none"> must have Grade 10 (STD 8) qualification and/or N1 Mechanical qualification with 2 months' industrial experience. Grade 10 (STD 8) qualification and/or N1 Mechanical qualification, 		
5	<p>A letter of Good Standing: Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended) from the Department of Labour.</p>		
6	<p>Company Experience : Proof of relevant projects completed in the past with comparable scope and similar type – On Mechanical repairs and preventative work of pumps and gearboxes in the Wastewater Treatment works.</p> <ul style="list-style-type: none"> Final Approval or Completion Certificates of the relevant mechanical projects completed with the minimum of 3 projects with the value of R 5 Million per project. <p>Final Approval or Completion Certificate of the relevant mechanical projects completed within the last 10 years to be attached. Certificate must display contract value, be signed by the Client and contain the Client's contact details.</p>		
7	<p>Construction and Health Safety Officer to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) certified copies</p>		
8	<p>The responding Bidder must show capacity to deliver a sustainable service for a period of 3 month without external support. Bank Rating letter should be of the value of R 600 000.00.</p> <p>Minimum rating to be considered is C .</p> <p>A bank rating letter not older than 3 month from an approved financial institution must be provided.</p>		

No	Requirement	Documentation submitted	
		Yes	No
10	Must have a workshop in City of Tshwane or around Gauteng.(Proof of address only in the form of a municipal water and lights account from the bidder's local government where business resides will be accepted or valid leasing agreements will also be accepted.) To be inspected at before award is made.		

Stage 3: 90/10 preferential points systems

90 price

10 specific goals

The specific goal for this bid is outlined below. Bidders are to submit supporting documents as outlined below to be eligible for points

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

C3.3.1.2 Project Allocation

- A bidder will be required to tender per area specified.
- The city has 16 WWTW sites
- A maximum of four bidders will be appointed for different areas .
- Bidders are allowed to bid for all four areas independently provided they meets the requirements as following:
 - Have a CIDB of 5 ME grading or higher per Area
 - Bidders are encouraged to bid more than one provided that they have the capacity in terms the mandatory requirements.
 - The city reserves the right to award areas to different bidders based on the scoring points.

Allocation of work to the for sites will be allocated as following:

- Categories hereunder are grouped according to the Design Capacity of the works

Allocation of WWTW to Bidders			
Area 1		Area 2	
Daspoort	55 ML	Rayton	1.2
Rietgat	20	Baviaanspoort	56
Temba	12.3	Refilwe	2.2
Babelegi	2.3	Zeekoegat	70
Sand spruit	20		
= 109.6			=129.4
Area 3		Area 4	
Sunderland Ridge	73	Rooiwaal North	110
Klipgat	19.11	Rooiwaal West	54
Summerplace	0,3		Total Capacity= 164 ML
God rich	5		
Ekgangala	10		
	Total Capacity =108.3		

C3.4.1 REPORTING

The following reports shall be submitted to the Wastewater Treatment Section:

- Monthly reports to be submitted detailing all the activities done.
- After the monthly inspection of each work done a written report shall be submitted stating specifically which regular maintenance procedures have been carried out. The sites of these maintenance works shall be indicated in colour on a print of the relevant drawing attached to each report.
- A comprehensive written report shall be submitted quarterly on each plant, covering work done at the WWTW. It shall be stated specifically which regular maintenance procedures have been carried out.
- Any damage, accidental or malicious, to or deterioration of the Municipal property in the Wastewater Treatment reserve to be reported to the Wastewater section in writing.

C3.4.2 MANAGEMENT

a. Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

b. Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Plant Manager a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Plant Manager.

c. Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Plant Manager.

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Plant Manager must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

d. Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

e. Other Contractors on site

All sites are Operational areas, it is required the contractor report to the plant manager of the plant before working start working.

f. Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

g. Format of communications

All communication regarding the Contract shall be channelled through the Plant Manger representative.

h. Management Meetings

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

i. Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

j. Commissioning and Handover**a) Commissioning:**

The Commissioning Process must be used to verify that equipment and systems have not been operated before or modified, are brought into operation safely and in the correct sequence.

- i. Demonstrate and record that equipment or systems that have been modified or newly installed are able to perform in accordance with specified requirements. Service Providers must provide Check Sheets as evidence that the equipment or system is operating in accordance with specified requirements. The commissioning period should not be less than 30 days.

- ii. For re-commissioning, demonstrate and record that following repair or routine maintenance of the equipment or systems that have previously been in service are able to perform in accordance with specified requirements.

b) Training:

- i. Training must be organised by the Service Provider. Commissioning shall facilitate the practical hands-on exposure for the COT operators and maintenance staff. This training shall be agreed for each individual, be monitored and assessed by the Service Providers Representative responsible.

- ii. All training and handouts to be included on the project cost.

c) Handover:

The responsibility of the Service Provider when work is handed to the COT.

- i. The Project will only be handed over once it is in accordance with the specifications set out by the COT Project Manager or Plant Manager.
- ii. The COT may request the service provider to develop specification and present it with engineering drawings for consideration
- iii. The Operations and Maintenance Manuals must be handed over along with a list of the equipment
- iv. A Standard Operating Procedure (SOP) must accompany the equipment or system installed. The SOP must be displayed near the equipment or installed system in clear view for the Operators and maintenance staff.
- v. Service provider maybe requested to submit professional engineering reports and approvals on project cost
- vi. Certificates for welding work and pump performance reports maybe required.

K .Template for Register

Please note that all personnel on site must sign the register and inform the COT Superintendents/Managers when they arrive and leave a site. The Service Provider must ensure that the Register below is completed Daily and supplied to the COT Representative Weekly.

Date	Location	Name	Time in	Time out	Service Provider Signature	COT Official Signature

L. Working Hours

- ❖ Mondays to Fridays 07h30 to 16h00 (When Required)
- ❖ Weekends and after – hours are on a straight hourly base (When required).

- Service providers must provide Daily/ Weekly Time Register and Travel logs to Plant Managers on Site . Timesheets must be signed off by COT Representative.
- ❖ Contractors may also be required to investigate Failure and report on causes and remedies to the failure at no cost to COT

M. Template for Quotation and Invoice

Service Providers are required to provide detailed Quotations and Invoices. The Service Provider must comply with the format illustrated below.

DESCRIPTION	QUANTITY	RATE	MARK-UP	TOTAL AMOUNT
Material (No.):				
Labour (hrs):				
Skilled -				
Semi-skilled -				
Un-skilled -				
Travel (km)				
Total Excluding VAT				
VAT @ 15 %				
Total				

- Machinery- When working with equipment and machinery (Maintenance Personnel) must observe the following rules: (a) Ensure that it cannot be started or operated by either disconnecting the means of starting or by isolation at the panel and/or the local stop. (b) Always use the correct tools for the job. (c) Keep chisels in good condition. (d) Wear visors or goggles when grinding. (e) Do not man handle heavy objects. Use lifting gear. (f) Always replace belt guards and other safety shields. (g) Always read the instructions carefully before carrying out any maintenance operation on specialized equipment.
- Job cards and quotes with precise details of all spare parts used, labour, etc. are to accompany all invoices. **Failing to do so the COT reserves the right to withhold payment until an accurate rendering of the costs are provided.**
- Service providers may be required to investigate and submit written reports of conditions or causes of failures and detail professional drawings, providing digital photographs to the Superintendents where required. **If these reports, drawings, photographs are not produced within the period set out by the Superintendent a written warning will be issued.**

- Workshop facilities will be checked by the COT Bid Committee prior to finalizing the tender. **Workshop facilities that do not meet the criteria will be excluded from the Tender Process.**

C.3.4.4 HEALTH AND SAFETY PLAN

Prior to the commencement of work, a full Health and Safety plan and risk assessment report must be submitted within 14 days of appointment for approval by the City; covering inter alia:

- policies and procedures to ensure full compliance to OHSA (Act 85 of 1993) and its regulations as amended
- incorporation of the Service providers own health and safety policies
- appointment and training (including First Aid training) of Safety Officers and protocols for routine safety meetings
- induction training for all employees
- reporting
- monitoring and auditing
- Non-Conformance Report procedures and closure
- Risk Assessment and mitigation.

NB: Please refer to the annexure for the OHS for the section.

CONTRACT: WS 04 2023/24


TENDER FOR THE APPOINTMENT OF CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF VARIOUS MECHANICAL EQUIPMENT ON THE CITY OF TSHWANE'S WASTE WATER TREATMENT WORKS (WWTW),, 3-YEAR TERM

Part C3: Scope of Work

CONTRACT: WS 04 2023/24

TENDER FOR THE APPOINTMENT OF CONTRACTORS FOR THE REPAIR AND MAINTENANCE OF VARIOUS MECHANICAL EQUIPMENT ON THE CITY OF TSHWANE'S WASTE WATER TREATMENT WORKS (WWTW),, 3-YEAR TERM

Part C3: Scope of Work


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General Notification

This document forms an integral part of the tender document and, in particular, shall constitute the Client's (City of Tshwane.) Occupational Health & Safety Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).


This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act', in line with the Construction Regulations 2014. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the OHS legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health and safety issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management must receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details


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of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.


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1. Definition of Terms

- I. Act – unless stated otherwise in the document, shall mean the Occupational Health and Safety Act of 1993 (Act 85 of 1993)

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- II. Client-Means any person for whom construction work is performed and or undertaken (City of Tshwane for the purposes of this project)
- III. Construction site means a workplace where a construction work is being performed
- IV. Construction supervisor means a competent person responsible for supervising construction activities on a construction site.
- V. Competent person means a person who –
 - a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provision of the National Qualification Framework Act 2000 (Act 67 of 2000), those qualifications and that training must be regarded as the required qualification and training and
 - b) Is familiar with the Act.
- VI. Principal Contractor-Means an employer, as defined by Section 1 of the OHSACT who performs construction work and is appointed by the client to be in overall control and management of the construction site and works
- VII. Agent-Means a competent person who acts as a representative for a client in this case MIH Projects.
- VIII. Occupational Health and Safety Specification- Means a documented specification of all Health and Safety requirements pertaining to the associated works on a construction site so as to ensure the health and safety of persons working, visiting, passing, staying and working close to the construction site and or other applicable areas such as the site camp
- IX. Risk-means the probability that injury or damage may occur
- X. Hazard-means a source of or exposure to danger

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2. Introduction


In terms of the Construction Regulation 5 (1) of the OHS ACT, the client must base on the baseline risk assessment, compile an Occupational Health and Safety Specification for an intended project. This specification has an objective to ensure that the principal contractor entering into a contract with the client achieves and maintain an acceptable level of Occupational Health and Safety performance and compliance.

This document forms an integral part of the contract between the client and the principal contractor.

The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health and Safety Specification and any other applicable legislation on their organization and/or activities performed by or for them

Compliance with this document does not absolve the principal contractor from complying with any other minimum legal requirement and the principal contractor remains responsible for the health and safety of his employees, those of his mandatories as well as any person coming on site or on adjacent properties as far as it relates to the construction activities

3. The Client `s commitment to Occupational Health and Safety Management


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City of Tshwane as the client shall ensure that its duties as outlined in CR 2014, 5(1) are carried out. The duties of the client amongst others includes:

- Prepare a baseline risk assessment for an intended construction work or project;
- Prepare a suitable, sufficiently documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment;
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- Appoint every principal contractor in writing for the project or part thereof on the construction site;
- Ensure that periodic audits and documents verification are conducted at intervals mutually agreed upon between the principal contractor, but at least once every thirty days;

Duties of the Principal Contractor are listed in CR 2014, 7 (1) others shall include:


- Ensuring that decisions and practices affecting occupational health and safety performance are consistent with the issued specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health and safety control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;

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- Communicating occupational health and safety management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this OHS Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

4. Scope

This project specific Occupational Health and Safety Specification will cover and address reasonable and foreseeable, risks, exposures and aspects of Occupational Health and Safety as affected by the activities of Repairing and maintenance of the centrifugal blowers

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The specification will provide the requirements that the principal contractor and other contractors will have to comply with in order to reduce the risk associated with the above mentioned contract work and that may lead to incidents causing injury and/or ill health to a level as low as reasonable practicable and possible.

5. Omissions from OHS Specification

Where any omission from the OHS Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to the client (City of Tshwane) on compliance to the applicable legal requirements related to the activity / task / process.

6. Change or Review of Specifications

Whenever the client (City of Tshwane) identifies the need to change or review the OHS Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between the Client and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the OHS Plan .

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7. Safety Files

7.1. Preparation and Submission of safety file


The Principal Contractor shall prepare a safety file containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted safety file.

At a minimum the safety file shall contain the following documentation and in accordance with the specification:


1. Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
2. Scope of work to be performed;
3. Public Liability
4. Personnel list (Principal Contractor employees);
5. OH&S Policy and other procedures;
6. Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations.
7. Updated copy of the Compensation for Occupational Injuries and Diseases Act (Act no. 130 of 1993) and its Regulations;
8. Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
9. OHS Plan approved by the Client.
10. Agreement with Mandatory in terms of Section 37(1) & 2 of the OHS Act.
11. Approved risk assessments, review and monitoring plans and safe work procedures (method statements);

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12. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
13. Designs and/or drawings;
14. All written designations and appointments for project scope of work (CV and competency copies);
15. Management structure (inclusive of OH&S responsibility & meeting structure);
16. Induction training and site OHS rules;
17. Occupational health and safety training matrix / plan;
18. Arrangements with contractors and/or mandatories;
19. The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Construction vehicles and mobile plan inspections;
 - Daily inspections templates of vehicles, plant and other equipment by the operator, driver and/or user;
 - Daily inspections templates of excavations by competent person;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Designer's inspections and structures record template;

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- Inspection and maintenance template of explosive powered tools;
- Inspection template of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
- Fall protection inspections template;
- First-aid box content template;
- Record of first-aid treatment template;
- Fire equipment inspection and maintenance template;
- Record of hazardous chemical substances template kept and used on site;
- Ladder inspection template;
- Machine safety inspections template (including machine guards, lock-outs etcetera);
- Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
- Inspection templates of scaffolding;
- Inspection templates of stacking and storage;
- Inspections templates of structures;
- Inspections templates of vessels under pressure;
- Inspection templates of welding equipment; and
- Templates of issuing of Personal Protective Equipment;
- Monthly reporting and recording of statistics templates;

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- Keeping of any other record in terms of applicable legislation falling within the scope of OHS Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;

7.2. Evaluation and approval of Safety plan

The client (City of Tshwane) will conduct an initial inspection and evaluation of the Principal Contractor's OHS file and plan for approval purposes before commence work. The Principal Contractor is required to submit the safety file which at least must contain the following:

- Safety plan;
- Risk assessment(HIRA), risk review and training plans;
- Legal or appointments of responsible persons and proof of competence;
- Fall protection plan;
- Method statements

The Client will evaluate the file and give feedback to the Project manager and the Principal contractor. It is important to note that a safety plan cannot be approved in isolation, if the plan has not been approved, the Principal contractor shall ensure that the outstanding documents are submitted for re-evaluation within 3 working days.

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NOTE: The construction work cannot commence until the safety plan is approved. The proof of approval from the Client must be kept in the OHS file.

7.3.Principal Contractor engagement phase

The Principal Contractor shall commence with the construction work after approval of the safety plan. The following processes will be applied to the Principal Contractors on a monthly basis for the duration of the contractual period:


- Monthly Compliance Assessments;
- Site Inspections;
- Progress meetings;
- OHS meetings

An initial site establishment inspection will be conducted by the Client after approval of the safety file / plan.


7.4.Project close-out and submission of consolidated Health & Safety File.

On completion of a construction work/ project the Principal Contractor shall submit all documentation required for the consolidated safety file to City of Tshwane as part of the project hand over documentation.

At a minimum, the safety file will contain the following records:

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1. Approval letter by City of Tshwane on contents of Health and Safety file including plan;
2. A construction work permit issued by the Department of Labour as contemplated in Construction Regulation 3 of the Construction Regulations 2014 (when applicable).
3. Scope of work performed;
4. OHS Policy and other procedures;
5. Proof of registration and good standing with the Compensation Commissioner or another licensed Insurer;
6. OHS plan approved by the Client including the underpinning risk assessment(s) and method statements;
7. A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work done by each contractor;
8. Notifications of new projects /extension of scope received;
9. Designs and/or drawings; (where required)
10. Occupational health and safety committee meeting agenda and minutes;
11. Copies of written designations and appointments (CV and competency copies);
12. Management structure (inclusive of OHS responsibility & meeting structure);
13. Induction training conducted and site OHS rules;
14. Occupational health and safety training provided;
15. Arrangements with contractors and/or mandatories;

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16. Description of security measures;

17. All applicable registers:

8. OHS Specification Requirements


8.1.General Requirements of Health and Safety Plan

Construction Regulation 7 (1) stipulates that the principal contractor must provide and demonstrate to the client a suitable sufficiently documented and coherent site specific health and Safety Plan, based on the client's documented Health and Safety Specification contemplated in Regulation 5(1) (b), which plan must be applied from the date of commencement of and for the duration of the construction and which must be reviewed and updated by the principal contractor as work progresses.

It is expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Principal Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in the Safety plan:


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- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Principal Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Principal Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Principal Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing based on the scope of work.


8.2. Outline of Health and Safety Plan

The Principal Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Purpose
2. Scope of Plan,


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3. Definitions
4. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 - i. Scope of assessment,
 - ii. Risks Identified,
 - iii. Risk Analysis,
 - iv. Risk Evaluation,
 - v. Risk Treatment(safe working procedures)
 - vi. Monitoring and reviewing,
5. Resources,
 - a. Health and Safety Staffing Organogram,
 - b. Employees,
 - c. Subcontractors inclusive of their scope of work and their core resources,
 - d. Training,
 - e. Plant,
 - f. Facilities;

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- g. Vehicles,
- h. Equipment
- 6. Materials,
 - a. Temporary Materials
 - b. Permanent Materials
- 7. Categories of Work
- 8. Implementation of Health and Safety Plan,
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 9. Auditing,
 - a. Internal audits,
 - b. Audits by client or Safety agent,
- 10. Emergency procedures and response

8.3. Risk Assessment

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8.3.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. According to SANS 31000:2009, Risk is the overall process of risk identification, risk analysis, and risk evaluation. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:


- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time.

The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,

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- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

8.3.2 Forms of Risk Assessment


In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

8.3.2.1 Activity based risk assessment

The Contractor will be required to carry out activity based risk assessment before the commencement of construction activities on the Works. This risk assessment will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

8.3.2.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:


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- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments

8.3.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

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8.3.4 Methodology for the Preparation of Risk Assessments


The Contractor shall in the preparation of risk assessments, follow the following general principles:

- Appoint in writing a suitably competent risk assessor
- The appointed risk assessor shall lead the risk assessment process
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment.

8.3.5. Elements of a Risk Assessment


The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,

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- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The above steps are as depicted in Figure 1, below.

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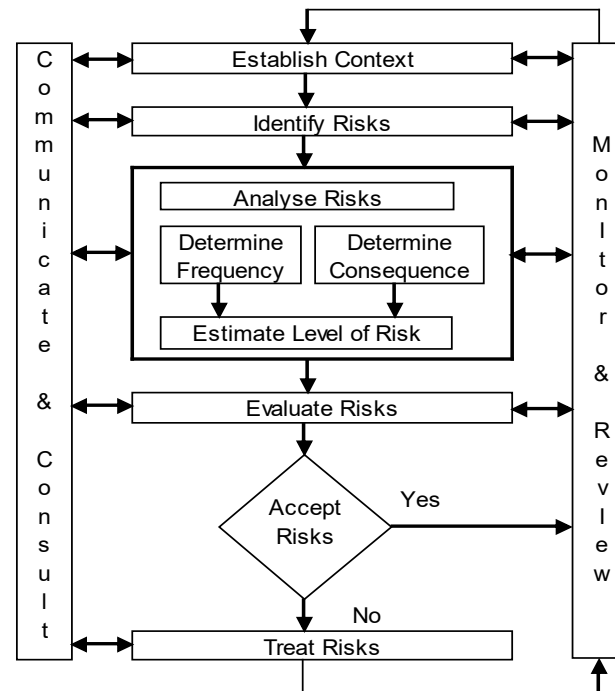



Figure 1: Risk Management Process

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

Refer to Baseline Risk Assessment Annexure 2 of this specification..


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8.3.5.1 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:


- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

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3.5.2 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.


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Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.


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8.3.5.3 Risk Evaluation

In this step the Contractor will be required to compare the risks found during the analysis process with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

8.3.5.4. Risk Treatment


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The contractor must select one or more options of modifying risks, and implementing those options. The option(s) selected must be covered in the safety plan and be followed as prescribed. Reference can be made to SANS31000:2009 for different risk treatment options. SANS 31000:2009, clause 5.5.3 may be consulted in preparing and implementing risk treatment plans.

8.3.6. Reporting and Recording of Risks

The Principal Contractor shall ensure that the risk assessment process is recorded and included in the Health and Safety Plan. The risk assessment document should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent. The essential contents of the document should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences of risks,
- Consequences (ranked in order of magnitude),

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- Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk,
- Basis for defining safety standards to be achieved,
- Contractor's resources devoted to risk assessment,
- Actions proposed to reduce unacceptably high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation of program of selected treatments (including controls to manage unacceptably high risks).


8.3.7. Monitoring and Review

The contractor must indicate in the safety plan the monitoring and review plan to be used during the construction work.

8.3.8. Communication and Consultation

The Principal Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Client or Safety Agent, the Engineer and the Contractor's employees and consultants.

8.4 Resources

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8.4.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 85 of 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the project (construction work)


3.3.5.2 Employees

The Principal Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the construction work. The organogram should include all applicable legal appointments and supervisors as contemplated in the Construction Regulations 2014.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence, proof of competence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Principal Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The program of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and

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- Systems to determine further training requirements throughout the construction period.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

The Contractor may make other additional legal appointments that are applicable to the project.

8.4.3. Competencies


The Principal Contractor shall appoint competent person to perform duties that require competency.

8.4.4. Physical and Psychological Fitness

The Principal contractor shall ensure that all employees are in possession of a valid medical certificate of fitness to work in such an environment and issued by an occupational health practitioner in the form of Annexure 3 of the Construction regulations.

8.4.5 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:


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- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

8.5 Fall Protection Equipment

The Contractor shall with reference to Section 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,

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- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment,
- How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.


8.6. Structures

The Principal Contractor is required to adhere to Section 11: Structures of the Construction Regulations 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the uncontrolled fall of structures will be prevented
- How will maintenance of the structure be carried out

8.7. Temporary works

The Principal Contractor is required to adhere to Section 12: Temporary works of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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- How the design of Temporary works will be carried out,
- How will the Principal Contractor ensure competent supervision of Temporary works
- How the erection of Temporary work structures will be managed,
- How the continuous assessment of the safety of Temporary work structures will be done,
- How the loading/moving of Temporary work structures will be managed or limited,
- How he intends to provide safe access for all work to be carried out above the foundation bearing level, and
- How he intends keeping records of the above.

8.8 Excavation work

Principal Contractor is required to adhere to Section 13: Excavation work, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- How will the Principal contractor ensure competent supervision of excavation work
- How will the Principal Contractor establish the stability of ground prior to excavations,
- What steps will the Principal Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe?


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8.9. Demolition work

Principal Contractors is required to adhere to Section 14: Demolition work, of the Construction Regulations, 2014.

The Principal Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work
- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- How he will comply with the explosives legislation where the demolishing work involves the use of explosives
- Dust control measures
- Noise control measures

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8.10. Scaffolding (should it be required)


The Principal Contractor shall with reference to Section 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint competent person in writing for scaffolding operations supervision,
- How compliance with SABS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used,
- What tests will be performed to establish the safety of scaffolding used, and
- Training plan for scaffold erectors and inspectors.

8.11. Suspended platform

The Principal Contractor shall with reference to Section 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appoint in writing a competent person who will supervise all suspended platform works operations.
- What systems he intends using to ensure the safety of all suspended platforms,


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- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

8.12. Material hoists

The Principal Contractor shall with reference to Section 19: Materials Hoist, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
- Appoint in writing a competent person to inspect material hoist
- What systems he intends using to ensure the safety of all material hoists,
- How inspections will be carried out daily
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- Ensure competence of operators of hoist material
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists?

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8.13. Bulk Mixing Plant


The Principal Contractor shall with reference to Section 20: Bulk mixing plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all bulk mixing plants,
- Appointment in writing of a competent person to supervise the operation of the bulk mixing plant
- How he intends maintaining the bulk mixing plants in use, and
- How he will document the design, testing, maintenance and inspections of bulk mixing plants in use.

8.14. Explosive actuated fastening Device

The Principal Contractor shall with reference to Section 21: Explosive actuated fastening device, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointing a competent person for operation, maintenance and use of explosive actuated fastening devices,
- How he intends controlling the issuing of explosive actuated fastening device,
- How he intends implementing safety procedures prior to use of explosive actuated fastening devices, and

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- What safety measures will be required during the use of explosive actuated fastening devices?

8.15. Cranes

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Principal Contractor shall with reference to Section 22: Cranes, of the Construction Regulations 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be taken into account in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,
- How he intends maintaining cranes in use,
- What tests will be performed to establish the safety of all cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will proof the medical fitness of the tower crane operators,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The Principal contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.


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8.16. Construction vehicles and mobile plant

The Principal Contractor shall with reference to Section 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that construction vehicles and mobile plant are:
 - Of acceptable design and construction,
 - Maintained and in good working order,
 - Used according to design specifications, and
 - Are protected from falling into excavations, water or areas lower than the working surfaces,
- How he intends ensuring that workers are competent, authorised and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works,
- How he intends to comply with the National Road Traffic Act 1996, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

8.17. Electrical Installation and Machinery on construction sites

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This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 1992.


The Principal Contractor shall with reference to Section 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Appointment of competence person for all temporary control and inspection of all temporary electrical installations,
- How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and
- How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

8.18. Use and temporary storage of flammable liquids on construction sites

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Principal Contractor shall with reference to Section 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

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- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible,
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage?

8.19. Water Environments

The Principal Contractor will be required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

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8.20. Housekeeping and general safeguarding on construction sites


Principal Contractors will be required to adhere to Section 27: Housekeeping and general safeguarding on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

8.21. Stacking and storage on construction site

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This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Section 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:


- Who will supervise the stacking and storage of materials on site,
- What systems are intended to ensure the safe stacking and storage of materials on the site ,and
- How he will keep the storage areas neat and under control

8.22. Fire precaution on construction sites

Principal Contractors will be required to adhere to Section 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

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- How the Principal Contractor will minimize the risk of fire on the site
- How the Principal Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Principal Contractor will train in firefighting as per risk assessment
- What organization the Principal Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

8.23. Construction employees' facilities

Principal Contractors is required to adhere to Section 30: Construction welfare facilities of the Construction Regulations, 2014.


This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 10400.

The Principal Contractor must discuss the following in detail in his safety plan:

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs

What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport?

8.24. Operational Control of the Construction Site

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In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of all categories of work.

8.24.1. Personnel Safety Equipment and Facilities


The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his personnel for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide,
- How he intends issuing it to his employees, and

How he will maintain the personnel safety equipment issued.

8.24.2. Display of substituted notices and Signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contraction yards.

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Area/Activity where construction sign is needed	Notice or sign required in
Display of notices and signs	General Safety Regulation 2b
Entry	General Safety Regulation 2 (c)
First Aid box	General Safety Regulation 3 (6)
Toilets and Change rooms	Facilities Regulation 2(5).4 (2) (f)
Hazardous and Chemical Storage area	General Safety Regulation 4 (8) (i) and (ii)
Machinery	General Machinery Regulation 9
Prohibition of smoking and eating or drinking at workplaces where high risk substances are stored or handled	Facilities Regulation 7


8.24.3. First Aid, Emergency Equipment and Procedures

The Principal Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

- How he intends to ensure competence of first aiders and
- What emergency equipment will be used

8.24.4. Work in confined spaces

The Principal Contractor shall comply with Section 5 of the General Safety Regulations regarding work in confined spaces.

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- How he intends to ensure competence of the people working in confined spaces.
- What steps to be taken to ensure the safety of the confined space and the air therein
- What measure he intends to put in place in case of emergency in a confined space

8.24.5. Welding, flame cutting, soldering and similar operations

The Principal Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.


How the contractor intends to inform employees of the Safe operations and use of equipment and hazards which may arise

8.24.6 Ladders

The Principal Contractor shall with reference to Section 13A of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and
- What precaution will be made to ensure the stability of ladders in use?

8.24.7. Environmental Conditions


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The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

8.24.8. Hazardous Chemical Substances

The Principal Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage of hazardous chemical substances.

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The Principal Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.
- How will he ensure that employees are adequately and comprehensively informed and trained

8.25. Implementation of Contractors' Health and Safety Plan


8.25.1. General

The Principal Contractor shall describe in his Health and Safety Plan how he intends implementing his OHS plan.

The Principal Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Principal Contractor shall indicate:

- How internal audits will be carried out,
- How audit findings will be addressed,


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- How he would implement the corrective measures and recommendations of internal audits or inputs of employees.
- How he intends to review the safety plans,
- How he would train staff and keep training records

8.25.2 Administrative Requirements

The Principal Contractor shall comply with the administrative requirements of the Occupational Health and Safety Act and Regulations 85 of 1993 and other legal requirements. The Principal contractor's administrative system will without limiting his obligations cover the following:

- Keeping of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Construction work permits (where applicable)
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Minutes of safety meetings,
- Inspection checklists/registers,

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- Safe keeping of checklists/registers, and
- Internal audits documentation.

The Principal Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on site for every 5 employees employed.


8.25.3. Incident Reporting, Investigation and Recording

The Principal Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Principal Contractor shall report all incidents and or occurrences to the Client, investigate and keep record as contemplated by the Occupational Health and Safety Act 85 of 1993 and Regulations.

8.25.4. Training

The Principal Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall ensure that every employee is informed of the following:

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- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.


The Principal Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees

8.25.4.1. General induction Training

- All members of the contractor's management as well as all the people appointed as responsible for Occupational Health and Safety in terms of the OHS Act, Construction Regulations and other Regulations are required to attend a general safety Induction
- All employees of the principal contractor and other contractors must be in possession of proof of Induction Training
- All subsequent and newly appointed employees must also be subjected to the Induction Training as soon as possible after the appointment but prior to start work on site.
- All visitors must undergo an induction training on arrival to site

8.25.4.2. Site Specific Induction Training

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The principal contractor will be required to prepare the Task based Induction training based on the risk assessment for the contract work and train all employees who will be involved in the selected task. All employees must have a proof of such training and copies in the Safety File


8.25.4.3. Other Training

1. All operators, drivers and users of construction vehicles and mobile plants must be in possession of a valid proof of training and where applicable licenses and proof of competency
2. All employees in jobs requiring competence in terms of the OHS Act and Regulations must be in possession of valid proof of training.

8.25.4.4. Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness program in place to create an Occupational Health and Safety culture within employees as well as subcontractors. The following are some of the methods that may be used:

- Toolbox Talks
- Posters
- Videos


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- Competitions
- Participative activities such As Occupational Health and Safety Circles

8.26. Safety Meetings

The Principal Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be included in the safety file. The meetings shall address at least the following:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Job or work projections
- Safe Work procedures
- Protective clothing / equipment
- Housekeeping
- Inspections
- General safety topics


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8.27. Occupational Health and Safety Committees

The principal contractor must establish Occupational Health and Safety committees consisting of all designated Occupational Health and Safety Representatives together with a number of management Representatives that are not allowed to exceed the number of Safety Reps on the committee. The members of the Safety Committee must be appointed in writing and the appointment letters must be in the Safety File.

The Safety Committee must meet but at least twice a month and consider at least the following agenda items:

- Opening and Welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Safety Representatives inspection reports
- Incident and/or accident investigation reports
- Incident, accident and /or injury statistics
- Audit feedback
- Medical surveillance
- Endorsement of legal OHS registers and other statutory documents by a duly authorized representative of the principal contractor

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- General
- Close and next meeting

8.28. Inspections and Monitoring


The Principal Contractor shall be required to inspect each workplace prior to works commencing to ensure that minimum control measures and protective equipment are in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Principal Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Principal Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Principal Contractor can expect inspections of the works by any of the following parties:

- The Client or Safety Agent,
- Department of Labour Inspector or any authorized person appointed by the Minister as Chief Inspector or his representative.

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The Client, Safety Agent or his representative will stop the work at any time under the following conditions:

- If the Contractor is not compliant with his Health and Safety Plan
- Imminent threat to the health and safety of any person on site
- Continuous non-conformance to corrective action requests.
- In the occurrence of section 24 incident
-

8.29. Auditing


8.29.1. Internal Audits

The Principal Contractor shall conduct periodic site audits as contemplated in section 7.(1.c.vii) of the Construction Regulations 2014

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Sub Contractors to ensure his compliance with the Construction Regulations.

8.29.2. Audits by Client or Safety Agent

The Client or Safety Agent will carry out period audits or follow-up audits, as the case may be, at any time during the construction period provided that:

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- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Client or Safety Agent gives the Contractor at least 48 hours' notice of his intention to carry out such audits.


The audits described above only constitutes part compliance by the Client or the Safety Agent with section 5.(1)(o) of the Construction Regulations, 2014.

The Principal Contractor's employees as indicated in the OHS organogram and the Client's project manager will be present during any audit carried out by the Employer or his Safety Agent.

NB: The office space of the Principal contractor utilized for the project duration will be audited in line with the requirements of the Occupational Health and Safety Act 85 of 1993 and Regulations.



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ANNEXURE 2

Identified Hazards

In terms of Regulation 5 (1) (a) of the Construction Regulations 2014, the client must prepare a baseline risk assessment for intended construction work project.

NOTE: The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

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BASELINE RISK ASSESSMENTS:

REPAIR AND MAINTENANCE ON CENTRIFUGAL BLOWERS AT ROOIWAL AND ZEEKOEGAT WASTE WATER TREATMENT WORKS



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REPAIR AND MAINTENANCE OF Mechanical and Electrical Works for WASTE WATER TREATMENT WORKS

RISK RATING

PROBABILITY

DATE:

RISK RATING		CONSEQUENCES	PROBABILITY					DATE:	
15-25 EXTREME	S = SAFETY		Almost Certain	Likely	Possible	Unlikely	Almost Impossible	LOCATION	ROOIWAL AND ZEEKOGAT
8 - 14 HIGH	H = HEALTH							SCOPE OF WORK	REPAIR AND MAINTENANCE ON CENTRIFUGAL BLOWERS
4 - 7 MEDIUM	E = ENVIRONMENT								
1 - 3 LOW	Q=QUALITY							ASSESSMENT TEAM	
S FATAL		5	25	20	15	10	5		
H FATAL									



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E	Major impact (Long term)								
S	Serious injury (Reportable)								
H	Permanent none Lethal effect	4	20	16	12	8	4	SAFETY AGENT	P.L MPHAI
E	High impact								
S	Loss Time Injury (Less than 14 Days)								
H	Reversible severe effect	3	15	12	9	6	3	CLIENT	CITY OF TSHWANE
E	High impact (6 Months)								
S	Injury need Medical Assistance								
H	Reversible Minor effect	2	10	8	6	4	2		
E	Slight impact (1 Month)								
S	Minor Injury (First Aid)								
H	No effect	1	5	4	3	2	1		
E	No effect								

	ACTIVITY/ TASK	HAZARDS	RISKS	RISK ANALYSES				CONTROLS	RESIDUAL RSK RATING
				S H E Q	Consequence	Likelihood	Risk Rating		



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

PROJECT LOCATION	REPAIRS FOR MECHANICAL AND ELECTRICAL OF EQUIPMENT FOR THE WASTE WATER TREATMENT WORKS
PROJECT DESCRIPTION	REPAIR AND MAINTENANCE OF MECHANICAL AND ELECTRICAL EQUIPMENTS
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1.	Cleaning the outside of the blowers	1. Exposure to a running equipment 2. Exposure to dust 3. Contact with oil spillages 4. Exposure to contaminate equipment 5. Exposure to noise 6. Working on heights	1. Inhalation of dust which could lead to respiratory/breathing problems 2. Contract covid-19 3. Slip and fall which can led to Injuries; 4. Hearing illness 5. Falling from step ladder and fracturing you bones	S	2	3	6	1. PPE – Wear safety gloves, safety glasses and dust masks 2. Adhere to COVID-19 protocols 3. Use Lock out procedure isolation 4.	5
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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

PROJECT LOCATION

REPAIRS FOR MECHANICAL AND ELECTRICAL OF EQUIPMENT FOR THE WASTE WATER TREATMENT WORKS

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2.	Maintenance of the blower and gearbox, transformers and panels ,radiator	<ol style="list-style-type: none"> 1. Exposure to a running equipment 2. Exposure to dust 3. Contact with oil spillages 4. Exposure to contaminate equipment 5. Exposure to noise 6. Exposure to faulty electrical cables 7. Exposure to Vibration 8. Contact with unsafe tools 	<ol style="list-style-type: none"> 1. Electrical shock; 2. Explosion causing Fire 3. Contact with life electricity 4. Cuts from sharp tools 5. Contaminated with COVID-19 6. Loss of hearing 7. Inhalation of dust 	SH	5	2	10	<ol style="list-style-type: none"> 1. Lock Out procedure 2. Fir fighting equipment in place 3. Competent person to perform the task 4. Issuing of PPE ,Mask ,ear muffs and Gloves \ 5. Inspection before performing work 6. Medical surveillance 	5
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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

PROJECT LOCATION

REPAIRS FOR MECHANICAL AND ELECTRICAL OF EQUIPMENT FOR THE WASTE WATER TREATMENT WORKS

PROJECT DESCRIPTION

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3.	Replacing of parts panels, blower filters and gearbox, O Rings	<ol style="list-style-type: none"> 1. Contact with oil spillage 2. Contact with running equipment 3. Contact with sharpening equipment 4. Exposure to dust 5. Exposure to noise 6. Exposure to damaged tool e.g. broken Ladder 7. Exposure to COVID 19 8. Poor house keeping 9. Poor disposal of used oil, parts 	<ol style="list-style-type: none"> 1. slip and falling ,causing multiple injuries 2. land pollution 3. Trapping in between machinery obtaining cuts or loses limbs 4. Loss hearing 5. inhalation of dust 6. Falling from heights 	SE	5	2	10	<ol style="list-style-type: none"> 1. Inspection on equipment and tools before work 2. Toolbox and awareness 3. Medical surveillance to be conducted 4. Issuing PPE, Ear muffs ,dust mask, gloves 5. Lockout procedure 6. Screening on entering workplace 7. Issuing of Sanitizer and soap 8. Waste management procedure 	5
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OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

PROJECT LOCATION	REPAIRS FOR MECHANICAL AND ELECTRICAL OF EQUIPMENT FOR THE WASTE WATER TREATMENT WORKS
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4.	Transportation of employees and equipment	<ol style="list-style-type: none"> Untrained driver Unsafe driving Incorrectly packed equipment or tools in the vehicle Exposure to employee with COVID Over loading of passengers Operation motor vehicle which is not serviced 	<ol style="list-style-type: none"> Accidents causing injuries or fatality Falling out equipment on moving cars Transmission of COVID 19 	S	5	2	10	<ol style="list-style-type: none"> Motor vehicle only operated by authorized and competent person Storage box behind to the vehicle Disinfection of the vehicle Inspection before driving Awareness /tools box talks 	5
5.	Lifting of equipment	<ol style="list-style-type: none"> Contact with live electricity Damaged hoist Exposure to noise Exposure overhead loads 	<ol style="list-style-type: none"> Electrical shock Falling object causing injuries Hearing illness 	S	5	3	15	<ol style="list-style-type: none"> Only competent personnel will operate lifting equipment or machinery Wearing ear, hard hats and PPP Inspection of equipment and machinery before operating Operating procedure should be in place 	5

The task should not proceed if the risk rating after the controls are implemented is still HIGH or EXTREME.

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ANNEXURE 3 **MANDATORY AGREEMENT** **(SECTION 37.2)**

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "CLIENT")
AND

.....

Herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated
Attached hereto as Annexure A of the said
(hereinafter referred to as the "CONTRACTOR").


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

.....

Contract number

.....

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

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the CLIENT prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the CLIENT from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorized officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the CLIENT any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.


Thus signed at PRETORIA for and on behalf of the CLIENT on this the.....day of..... 20

AS WITNESSES:

1.

2.

SIGNATURE

 CITY OF TSHWANE <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
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.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at PRETORIA for and on behalf of the CONTRACTOR on this the

..... day of 20

AS WITNESSES:


1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
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ANNEXURE 4

ACKNOWLEDGEMENT OF RECEIPT OHS SPECIFICATION

Acknowledgement of receipt of OHS Specification:

Name of Designer/Contractor

I, the undersigned, hereby acknowledge that I have obtained copies of OHS Specification and confirm full compliance to the conclusion of project or construction work.


Signed aton this Day of.....20.....

Signature of Designer /Contractor Manager

Date

Signature of Contractor Supervisor

Date

 CITY OF TSHWANE <small>IGNITING EXCELLENCE</small>	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION	
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Witness 1 Witness 2