

GEORGE MUNICIPALITY



DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

ENQUIRIES: P. ERASMUS ZUTARI (PTY) LTD 2 ND FLOOR, BLOEMHOF BUILDING 65 YORK STREET, GEORGE (044) 874 2165 E-mail : george@zutari.com		ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE
SUMMARY FOR TENDER OPENING PURPOSES		
NAME OF BIDDER:		
CENTRAL SUPPLIER DATABASE NO.:MAAA		
TOTAL PRICE (INCLUDING VAT)*	R	
PREFERENCES CLAIMED FOR:		
B-BBEE Status Level of Contributor:		
Preference Points Claimed:		
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES		
TENDER CLOSES AT 12H00 ON MONDAY, 17 OCTOBER 2022		

* In the event of discrepancy, the amount stated on the signed Offer and Acceptance shall govern (Refer Part C1-1)

For official use.
Signatures of SCM Officials at Tender Opening
1.
2.

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address: Postal Code:	
E-mail Address:	
Telephone Number:7774	
Cellular Number:	
Facsimile Number:	

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	15 September 2022
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	:	Not Applicable
COMPULSORY CLARIFICATION MEETING	:	Not Applicable
VENUE FOR CLARIFICATION MEETING	:	Not Applicable
COMPULSORY SITE VISIT	:	Not Applicable
VENUE FOR SITE VISIT	:	Not Applicable
CLOSING DATE	:	17 October 2022
CLOSING TIME	:	12H00
LOCATION OF TENDER BOX		Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George

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GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

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**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

The Tender (Part T1)

**Standard for Uniformity in Construction Procurement (CIDB
2019) Annexure C**

PART T1 Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

PART T2 Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T/ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Tender Notice and Invitation to Tender (T1.1)

Tenders are hereby invited for the:

**SUPPLY AND DELIVERY OF SMART WATER
METERS AND AFTER SALES SUPPORT FOR THE
PERIOD OF THREE (3) YEARS**

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

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

Tender No. T/ING/006/2022 must be placed in the tender box at the GEORGE MUNICIPALITY on the **First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George** by no later than **12:00 on Monday, 17 October 2022**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked Tenders will not be considered. Telegraphic, telephonic, telex, facsimile, e-mail and late Tenders will not be accepted.

No clarification meeting or compulsory information session will be held.

A non-refundable deposit of **R1000-00** per document must be paid at the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents must be pre-ordered from Zutari per email at george@zutari.com at least two days in advance. Tender documents will be available from 10:00 on Thursday, 15 September 2022 and can be collected at Zutari George during business hours at 2nd Floor Bloemhof Building, 65 York Street, George upon presentation of receipt. No electronic copy of the tender document will be available.

Prospective Bidders must note that the local production and content requirements for designated sectors, as stipulated in the Preferential Procurement Regulations made in terms of the Preferential Procurement Policy Framework Act 5 of 2000, will apply to this tender, for the following products:

- Water meters 40%

Tenders word hiermee ingewag vir die:

**VOORSIEN EN LEWER VAN SLIM WATERMETERS
EN NA-VERKOOPONDERSTEUNING VIR DIE
PERIODE VAN DRIE (3) JAAR**

Tenders mag slegs ingedien word op die tender dokumentasie wat uitgereik is.

Vereistes vir die verseeling, adressering, aflewering, oopmaak en evaluering van tenders word vervat in die Tender Data.

Tender Nr. T/ING/006/2022 moet voor **Maandag, 17 Oktober 2022 om 12:00** in die tenderbus by die George Munisipaliteit op die **Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurs-eenheid, Burgersentrum, Yorkstraat, George** geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte Tenders sal nie oorweeg word nie. Geen Tenders sal per telegrafiese, telefoniese, teleks, faks of e-pos sal aanvaar word nie.

Geen inligtingsvergadering of verpligte inligtingsessie sal gehou word nie.

'n Nie-terugbetaalbare deposito van **R1000-00** per dokument moet by die Voorsieningskanaal-bestuursseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George betaal word.

Tender dokumente moet ten minste twee dae vooruit per epos bespreek word by Zutari met epos adres george@zutari.com ten minste twee dae vooruit. Tenderdokumente sal vanaf Donderdag, 15 September 2022 om 10:00 beskikbaar wees. Bewys van betaling is nodig om die tenderdokumente by Zutari George gedurende wensure by die 2de Vloer Bloemhofgebou, Yorkstraat 65, George af te haal. Geen elektroniese afskrif van die tenderdokument sal beskikbaar wees nie.

Voornemende Tenderaars moet daarop let dat die plaaslike produksie- en inhoudsvereistes vir aangewese sektore, soos bepaal in die Voorkeurverkrygings-regulasies wat ingevolge die Wet op Voorkeur-verkrygingsraamwerk 5 van 2000 gemaak is, van toepassing sal wees op die tender, vir die volgende produkte:

- Watermeters 40%

- Please submit letters of exception form DTI if local content is not met
- Voorsien asb briewe van vrywaring van DHN as plaaslike inhoud nie bereik word nie

All bidders must complete the MBD6.2 form and Annexures C, D and E in this tender for the above products. Bids that do not comply with this requirement will not be considered for evaluation.

Tenders will be evaluated as follows:

Stage 1: Functionality

Only Tenders scoring a minimum of **135 out of 150 (90%)**, will be considered further for evaluation in stage 2.

Stage 2: Price and Preference

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where **80** points will be scored for price and **20** points for B-BBEE status.

For more information, contact Mr P Erasmus : E-mail: george @zutari.com

The Municipality reserves the right to withdraw any Invitation to Tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidder's tax compliance information must be submitted with the tender document.

It will be required from the successful Bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

Alle tenderaars moet die MBD6.2 vorm en Aanhangsels C, D en E in die tender vir die bogenoemde produkte voltooi. Tenders wat nie aan hierdie vereiste voldoen nie, sal nie oorweeg word vir evaluering nie.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit

Slegs Tenderaars wat 'n minimum van **135 uit 150 (90%) punte** behaal, sal verder vir evaluering in fase 2 oorweeg word.

Fase 2: Pryse en Voorkeur

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar **80** punte ten opsigte van die prys en **20** punte ten opsigte van BGSEB status toegeken sal word.

Vir verdere inligting, kontak Mnr P Erasmus E-pos: george@zutari.com

Die Munisipaliteit behou die reg voor om enige versoek vir 'n Tender terug te trek en/of te her adverteer of enige Tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige Tender te aanvaar nie.

'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

GEORGE MUNICIPALITY**DIRECTORATE: CIVIL ENGINEERING SERVICES****TENDER NUMBER: T\ING\006\2022****SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS****Tender Data (T1.2)**

Clause number	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 Aug 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), which are reproduced without amendment or alteration for the convenience of tenderers as an Appendix included under Part T1.3 of this Tender Document.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:</p>
C.1	General
C.1.1	Actions
C.1.1.1	<p><i>Add the following:</i></p> <p>The Employer is the George Municipality, represented by the Director: Civil Engineering Services.</p>
C.1.1.2	<p><i>Add the following clauses after the first paragraph:</i></p> <p>The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy').</p> <p>Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.</p>
C.1.2	Tender Documents
	<i>Add the following:</i>
	Tender Document (this document is deemed a returnable document and must be returned to the Employer in terms of submitting a tender offer). The following is bound into the document:
	<p><u>The Tender</u></p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p>
	T1.2 Tender Data

	<p>T1.3 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><u>The Contract</u></p> <p>The Standard Contract on which this tender is based :</p> <p>1 :The SAICE General Conditions of Contractor for Construction Works, Third Edition 2015</p> <p>The Standard technical specification on which this tender is based</p> <p>2. The SANS Standardised Specifications by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001</p> <p>These documents may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.</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 Performance Guarantee</p> <p>C1.4 Form of Advance Payment Guarantee</p> <p>C1.5 Occupational Health and Safety Agreement</p> <p>C1.6 Protection of the Environment Declaration</p> <p>C1.7 Insurance Broker's Warranty</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Assumptions</p> <p>C2.2 Schedule of Quantities</p> <p>C2.3 Data Sheets</p> <p>Part C3: Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Particular Specification</p> <p>C3.7 Annexures</p>
	<p>Part C4: Site information</p> <p>C4 Site Information</p>

	<p>Appendix A: Occupational Health and Safety</p> <p>Appendix B: Geotechnical Report</p> <p>Part C5: Drawings</p>
C.1.4	<p>Communication and employer's agent</p> <p><i>Delete the first sentence of the clause and replace with the following:</i></p> <p>Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing.</p> <p>The Employer's agent is: Zutari</p> <p>Name: P.E. Erasmus</p> <p>Address: Suite 201, Bloemhof Building, 65 York Street, George</p> <p>Tel: 044 874 2165</p> <p>E-mail: george@zutari.com</p>
C.1.6.2	<p>Competitive negotiation procedure</p> <p><i>Add the following to C.1.6.2.1:</i></p> <p>A competitive negotiation procedure shall not be followed.</p>
C.1.6.3	<p>Proposal procedure using the two-stage system</p> <p><i>Add the following to C.1.6.3 and C.1.6.3.1:</i></p> <p>A two-stage system shall not be followed.</p>
C.1.6.4	<p>Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court</p>
C.1.6.4.1	<p>Disputes, objections, complaints and queries</p> <p>In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):</p> <p>a) Persons aggrieved by decisions or actions taken by the George Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.</p>
C.1.6.4.3	<p>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</p> <p>The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.</p>

C.1.6.4.4	<p>All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:</p> <p>The Municipal Manager: George Municipality, 3rd Floor, Civic Centre, York Street, George</p> <p>Via hand delivery at: 3rd Floor, Civic Centre, 71 York Street, George, 6529</p>
C.1.6.4.5	<p>All requests referring to clause C.1.6.4.3 regarding access to information or reasons must be submitted in writing to:</p> <p>The Municipal Manager: Legal Department, 1st Floor, George Municipality, Civic Centre, York Street, George</p> <p>Via hand delivery at: 1st Floor, Civic Centre, 71 York Street, George, 6529</p>
C.1.7	<p>National Treasury Web Based Central Supplier Database (CSD) Registration</p> <p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
C.2	Tenderer's obligations
C.2.1	Eligibility
C.2.1.1	<i>Delete the clause and replace with the following:</i>
	Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.
C.2.1.3	<p><i>Add the following after C.2.1.2:</i></p> <p>Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
C.2.1.4	<p>Only those tenders that satisfy the following criteria will be declared responsive:</p> <ul style="list-style-type: none"> (a) Quality control practices and procedures which ensure compliance with stated employer's requirements (b) Availability of resource (c) capacity to mobilize own and sub-contracting resource. (d) Availability of skills to manage and perform the contract(assigned personnel) (e) Quality achievements on previous contracts of similar nature(Performance) (f) Previous work of similar nature(Experience)

C.2.1.4.2	<p>Compliance with requirements of SCM Policy and procedures</p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ul style="list-style-type: none"> a) Full name of entity submitting tender to be provided; b) Identification number or company or other registration number to be provided; c) Tax reference number and SARS Pin to be provided; d) VAT registration number (if any) to be provided; e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed); f) A copy of the partnership / joint venture / consortium agreement to be provided; g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed); h) A completed Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed); i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed); j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy; k) The tenderer's tax matters with SARS are in order; l) The tenderer is not an advisor or consultant contracted with the Employer; 								
	m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.								
C.2.1.4.3	Functionality of Bidders								
<p>Minimum score for functionality</p> <p>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below. Schedules T2.2.1E, T2.2.1 L and T2.2.1 Q have been provided for the purpose of calculating the quality score and should be completed in full.</p> <p>The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved, in the evaluation process.</p> <table border="1"> <thead> <tr> <th>CRITERIA FOR FUNCTIONALITY</th><th>MAXIMUM SCORE</th></tr> </thead> <tbody> <tr> <td>a) Relevant experience, qualities and systems (Schedule T2.2.1 E)</td><td>135</td></tr> <tr> <td>b) Key personnel (Schedule T2.2.1 D)</td><td>15</td></tr> <tr> <td>TOTAL POINTS</td><td>150</td></tr> </tbody> </table> <p>The minimum score for functionality is 135 out of a maximum of 150 i.e. 90%. Tenderers that fail to achieve the minimum score for functionality will be declared non-responsive for evaluation and their tenders will be rejected.</p>		CRITERIA FOR FUNCTIONALITY	MAXIMUM SCORE	a) Relevant experience, qualities and systems (Schedule T2.2.1 E)	135	b) Key personnel (Schedule T2.2.1 D)	15	TOTAL POINTS	150
CRITERIA FOR FUNCTIONALITY	MAXIMUM SCORE								
a) Relevant experience, qualities and systems (Schedule T2.2.1 E)	135								
b) Key personnel (Schedule T2.2.1 D)	15								
TOTAL POINTS	150								

Where the entity tendering is a joint venture the tender must be accompanied by a statement describing exactly what aspects of work will be undertaken by each party of the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

EVALUATION SCHEDULE FOR FUNCTIONALITY:

a) RELEVANT EXPERIENCE OF TENDERER (135 points)

The experience of the tenderer in similar projects and conditions in relation to the required service as described in the scope of work over the last 15 years will be evaluated.

Schedule T2.2.1 E must be clearly and fully completed.

The scoring of the tenderer's experience will be as follows on projects completed or undertaken within the last 15 years:

Quality Criteria	Maximum Points
Criteria 1 – Number of trading years	10
Criteria 2 – ISO Certificate – Revenue collection and tamper management	30
Criteria 3 – Proof of integration with Mechanical Billing System	10
Criteria 4 – Proof of integration with existing George Municipal End Consumer Application	35
Criteria 5 – Details of Smart Water utility Management Software:	
George branded	5
Generic branded	2
Criteria 6 – Confirmation of Smart Sigfox IoT (Internet of Things) radio communication	25
Criteria 7 – Confirmation that no additional IoT network would be needed	20
Total Maximum Points	135

b) KEY PERSONNEL (15 points)

Schedule T2.2.1 D must be clearly and fully completed.

For key personnel, Schedule T2.2.1 D must be fully completed and a shortened CV for each key personnel member must be submitted. Please Note: If the tender fails to complete Schedule T2.2.1 D indicating the key personnel required to be scored, the tenderer will score 0. Each CV should be structured under the following headings:

1. Personal particulars
 - Name, date and place of birth
 - place (s) of tertiary education and dates associated therewith
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Overview of post graduate experience (year, organization and position)

4. Outline of recent and current assignments / experience that has a bearing on the required service and extend of involvement to this project.

5. Position on Organogram

Years of relevant experience in must be clearly indicated for each key personnel.

The year the key personnel started in the role as a Support, Technical and Software employer must be clearly stated. Points will only be scored for the specific experience if the employee has more than 3 years experience in the job.

Please note that the Key Personnel allocated to this tender must be available for the duration of the contract. If unavailable, the person must be replaced with someone of at least equal quality as stated in the attached CV. Pre-approval must be obtained from the Employer

The scoring of the tenderer's key personnel will be as follows:

Experience of Employees	Maximum Points
At least 3 years or more	1
Less than 3 years	0
Total Maximum Points	1

C.2.1.4.4	<p>Local Content</p> <p>The tenderer shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.</p>
C.2.1.4.4.1	<p>Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.</p>
C.2.1.4.4.2	<p>A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.</p>
C.2.1.4.4.3	<p>The Employer is obliged and must ensure that contracts for the designated sector are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale.</p> <p>Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the George Municipality SCM Policy.</p>
C.2.1.4.4.4	<p>A bid will be declared non-responsive / disqualified if the Local Content Declaration / Annexure C returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.</p>
C.2.1.4.4.5	<p>For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.</p>

C.2.3 C.2.3	<p>Check documents</p> <p><i>Delete the clause and replace with the following:</i></p> <p>The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified.</p>
C.2.7	<p>Clarification meeting</p> <p><i>Add the following after the second sentence:</i></p> <p>The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).</p> <p>Prospective bidders that arrive 15 (fifteen) minutes or more after the advertised time of the Microsoft Teams meeting has started, will not be allowed to attend the meeting or to sign the attendance register</p> <p>Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p> <p>Date, Starting Time and Location will be as stated in the Tender Notice & Invitation to Tender (T1.1).</p>
C.2.8	<p>Seek Clarification</p> <p><i>Add the following after the first sentence:</i></p> <p>The tenderer warrants that it has:</p> <ol style="list-style-type: none"> inspected the Specifications and read and fully understood the Conditions of Contract. read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract. visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby. requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer. received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy. <p>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.</p>
C.2.12	<p>Alternative tender offers</p> <p>No alternative offers will be considered.</p>
C.2.13 C.2.13.1	<p>Submitting a tender offer</p> <p>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.</p>

C.2.13.2	Return all returnable documents to the employer after completing them in their entirety in non-erasable black 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.2.13.5	Seal the original of the tender offer as a package marking the packages as "ORIGINAL". The 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. <u>The Employer's address for delivery of tender offers and identification details are:</u> George Municipality, First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George (location of tender box). The identification details are: Tender number T/ING/006/2022.
C.2.13.6	A two-envelope procurement will not be followed.
C.2.13.10	By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
C.2.13.11	<p>The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ol style="list-style-type: none"> Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy. The electronic version shall not be regarded as a substitute for the issued tender documents. The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document. The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15	Closing time
C.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time above.</p>
C.2.16	Tender offer validity
C.2.16.1	The tender offer validity period is 12 weeks (84 days) .
C.2.16.2	<p><i>Delete the clause and replace with the following:</i></p> <p>Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.</p> <p>Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>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.</p> <p>A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.</p>
C.2.18	Provide other material
C.2.18.1	<p>Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:</p> <ol style="list-style-type: none"> audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing; a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>
C.2.18.3	<p>Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.</p> <p>Failure to fully cooperate could result in a tender being declared as non-responsive.</p> <p>.</p>

C.2.18.4	<p>Compliance with Occupational Health and Safety Act, 85 of 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p>
C.2.19	<p>Inspections, tests and analysis</p>
C.2.23	<p>Certificates</p> <p><i>Add the following after the first sentence:</i></p> <p>The tenderer is required to submit the following:</p>
C.2.23.1	<p>Evidence of tax compliance</p> <p>Clause C 2.23.1: Replace the entire Clause with the following:</p> <p>Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit their tax number and tax compliance status PIN number to George Municipality, Directorate: Financial Services, Supply Chain Management Unit, 1st Floor, 71 York Street, Civic Centre, George, 6529. The tax number and tax compliance status PIN number must be completed in the MBD1 form as well as the compulsory enterprise questionnaire.</p>
C.2.23.2	<p>Broad-Based Black Economic Empowerment Status Level Documentation</p> <p>Clause C2.23.2: Replace the first paragraph with the following:</p> <p>In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BEE status level of contribution in accordance with the applicable Codes of Good Practise as issued by the Department of Trade and Industry, to the George Municipality at Supply Chain Management Unit; included with the tender submission.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.</p> <p>Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.</p> <p>The applicable code for this tender is the Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.</p> <p>The tenderer shall indicate in Section 4 of the Preference Schedule the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).</p>
C.2.24	<p>Proposed Deviations and Qualifications</p> <p>Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all <u>deviations</u> therefrom shall be clearly and separately <u>listed</u> in the schedule titled Proposed Deviations and Qualifications by Tenderer in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.</p>

	<p>The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.</p> <p>It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer <u>includes</u> for all such deviations or qualifications listed or referred to in the schedule titled Proposed Deviations and Qualifications by Tenderer or not.</p>
C.3	The Employer's undertakings
C.3.2	<p>Issue Addenda</p> <p><i>Delete the words three (3) working days from the first sentence and replace with:</i></p> <p>"five working days where possible"</p> <p>Add the following to C.3.2 at the end of the paragraph:</p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>
C3.4	<p>Opening of tender submissions</p> <p>The time and location for opening of the tender offers is: as per the Tender Notice & Invitation to tender (T1.1). The Tender Box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.</p>
C.3.8	Test for responsiveness
C.3.8.2	<p><i>Delete par C.3.8.2 (c)</i></p> <p><i>Replace the final sentence of C.3.8.2 with the following:</i></p> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.</p>
C.3.8.3	The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.
C.3.9	<p>Arithmetical errors, omissions and discrepancies</p> <p><i>Add the following after clause C.3.9.4</i></p>
C.3.9.5	<p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.</p>

C.3.10	Clarification of a tender offer <i>Delete the clause and replace with the following:</i> The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.																																
C.3.11	Add the following: Evaluation of tender offers																																
C.3.11.2	<p>Method: Functionality, Price and Preference In the case of functionality, price and preference</p> <ol style="list-style-type: none">1) Score the functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below. <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.</p> <ul style="list-style-type: none">• (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R30,000 and up to Rand value of R50,000,000 (all applicable taxes included): $P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$ Where Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.• (4)(b) Subject to subparagraph (4)(c) points must be awarded to a tender for attaining the B-BBEE status level of contribution in accordance with the table below: <table><tr><th>B-BBEE Status Level of Contributor</th><th>80/20 Number of Points</th><th>90/10 Number of Points</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table>			B-BBEE Status Level of Contributor	80/20 Number of Points	90/10 Number of Points	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
B-BBEE Status Level of Contributor	80/20 Number of Points	90/10 Number of Points																															
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7	4	2																															
8	2	1																															
Non-compliant contributor	0	0																															
	<ul style="list-style-type: none">• 4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).																																

	<ul style="list-style-type: none">• (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).• (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points. <p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million.</p> <p>(5)(a) 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>																														
	$P_s = 90 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$ <ul style="list-style-type: none">• (5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contribution in accordance with the table below: <table><tr><th>B-BBEE Status Level of Contributor</th><th>80/20 Number of Points</th><th>90/10 Number of Points</th></tr><tr><td>1</td><td>20</td><td>10</td></tr><tr><td>2</td><td>18</td><td>9</td></tr><tr><td>3</td><td>14</td><td>6</td></tr><tr><td>4</td><td>12</td><td>5</td></tr><tr><td>5</td><td>8</td><td>4</td></tr><tr><td>6</td><td>6</td><td>3</td></tr><tr><td>7</td><td>4</td><td>2</td></tr><tr><td>8</td><td>2</td><td>1</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table> <ul style="list-style-type: none">• (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).• (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).• (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.	B-BBEE Status Level of Contributor	80/20 Number of Points	90/10 Number of Points	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant contributor	0	0
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Non-compliant contributor	0	0																													
C.3.11.3	Decimal places Score price, preference and functionality, as relevant, to two decimal places.																														
C.3.13	Acceptance of tender offer <i>Delete C.3.13 and replace with the following):</i>																														
C.3.13.1	Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer: <i>Delete C.3.13 a) and replace with the following):</i> a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement, <i>Add the following after item C.3.13 f):</i> If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).																														
C.3.13.2	Tender offers will only be accepted if: (a) only Tax Number and Pin required																														

	<ul style="list-style-type: none"> (b) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (c) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of the procurement document. (d) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (Not Applicable). (e) the Tenderer has not abused the Employer's Supply Chain Management System. (f) the tender offer is signed by a person authorized to sign on behalf of the Tenderer. (g) the Tenderer has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process. (h) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; (i) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. (j) the Tenderer has not failed to perform on any previous contracts and has not been given a written notice to the effect. (k) the Tenderer has submitted certified copies of the directors, owners and shareholders' identity documents with the tender offer. (l) the Tenderer must be registered on the Central Supplier Database. (m) Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his/her tender or has provided a letter of intent to form a Joint Venture signed by all parties. (n) the Tenderer is not in arrears for more than 30 days with municipal rates and taxes and services charges. (o) the Tenderer complies with the specifications and conditions applicable to the product and submitted all the required documentation as stipulated in part C3: Scope of Works.
C.3.16	<p>Notice to unsuccessful tenderers</p> <p><i>Replace the heading above with:</i></p> <p>Notice to successful and unsuccessful tenderers</p>
C.3.16.1	<p><i>Include new Clause::</i></p> <p>Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.</p>
C.3.16.2	<p><i>Include new Clause</i></p> <p>The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.</p>
C.3.17	<p>Provide copies of the contract</p> <p><i>Add the following after the first sentence:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

C.3.18	<i>Add the following after C.3.18</i>
C.3.19	Additional compliance to Conditions of Tender
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1. George Municipality may also request that the Tenderer provide written evidence that his/her financial, labour and resources are adequate for carrying out the project. 2. The George Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. The George Municipality may, after inspecting the Tenderer's audited Annual Financial Statements for the last three financial years request additional information on the Tenderers available working capital. If the Employer is not satisfied that the Tenderer has sufficient working capital available, and that this may pose a significant risk to the Contract, the Employer reserves the right to declare the Tenderer non-responsive. See Table G and G1 4. Tender documents must be completed in black ink, and prices must include VAT, only where applicable and requested in the schedule of activities. 5. Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.
C.4	Additional Conditions of Tender <i>The additional conditions of tender are:</i>
C.4.1	Negotiations with preferred tenderers
	<p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ol style="list-style-type: none"> a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes</p>
C.4.2	Special condition of tender in terms of Preferential Procurement Regulations 2017
	<p>1. For tenders with an estimated contract value of more than R30 000 000, Tenderers must sub-contract a minimum of 30% to: -Omit paragraph 1 if Tender value is less than R30 Million</p> <p>Designated groups which are at least 51% owned by:</p> <ol style="list-style-type: none"> (i) black people (ii) black people who are youth (iii) black people who are women (iv) black people with disabilities (v) black people who are military veterans (vi) black people that formed a cooperative (primary, secondary or tertiary cooperative) (vii) black people living in rural areas or underdeveloped area or townships. (viii) EME(Exempted Micro Enterprises) or QSE(Qualifying Small Enterprise) etc

	<p>ix) It is the responsibility of the tenderer to select competent subcontractors that meet all requirements of the tender so that their tender is not jeopardized when evaluated. Tenderers are responsible for all due diligence on their subcontractors.</p> <p>Bidders/ contractors/ suppliers may select sub-contractors from the CIDB database who are registered on the CSD(National Treasury's Central Supplier Database) for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.</p> <p>The tenderer is not responsible to determine whether 30% sub-contracting is possible or not but must identify works that can be sub-contracted, In this tender civil works such as paving, fencing and roofing were identified by the Consultant as activities to be sub-contracted due to the fact that the project is mainly a Mechanical – Electrical equipment installation contract. If it proves to be less than 30% the Consultant must provide a short report to be kept on record in the event of an Audit query.</p> <p>2. For tenders with an estimated contract value of less than R30 000 000,: -Omit paragraph 2 if tender value is more than R30 Million (Not Applicable).</p> <p>For Tenders with an estimated value of less than R30 000 000 Tenderers may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.</p> <p>Use local Sub-contractors for different aspects of the work. Suppliers must submit sub-contracting agreements with the tender proposal together with an indication of the payment arrangements</p> <p>3.Labour: : (See George Municipality EPWP policy, PPPA 2017 Regulations, CIDB Labour Intensity Standards)</p> <p>(i) All temporary and unskilled labour must be rendered by local labourers, preferably unemployed and from the Municipal Area</p> <p>(ii) The appointments must be made with the participation of the municipal EPWP Unit, EPWP targets for Phase 4 are: 55% Youth; 55% Women; 2% Disabled</p> <p>(iii) In the event that local labourers from the Municipal Area are not used, prior approval from the Municipal Project Manager must be obtained</p> <p>4.Training:</p> <p>(i) 100% of the work force must be trained on basic Health and Safety and receive job induction</p> <p>ii) On site identification of other accredited skills training required</p> <p>Please note that Clause C4.2 should be read in conjunction with further information supplied in the CONTRACT DATA</p>
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B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Appendix to Part T1 : Part T1.3

Standard Conditions of Tender(CIDB 2019)

Annex C

(normative)

Standard Conditions of Tender

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 required for tender evaluation purposes, shall 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 in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts 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 employer may, prior to the award of the tender, cancel a tender if-

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

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the 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 (N/A)

C.1.6.3 Proposal procedure using the two stage-system (N/A)

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 fourteen (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 must 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 must only be considered if the main tender offer 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 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, a tenderer must 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.

C.2.18.2 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.2.18.3 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

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 twenty-eight (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, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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 (N/A)

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

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 risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter

6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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.3.17 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.

Annex G

(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	N/A

Table G1.1: Additional grading requirements

Designation	Upper limit of tender value range	Best annual turnover	Track Record / Largest contract	Available Capital
2	R 1 000 000	R -	R 130 000,00	R -
3	R 3 000 000	R 1 000 000	R 450 000,00	R 100 000
4	R 6 000 000	vR 2 000 000	R 900 000,00	R 200 000
5	R 10 000 000	R 3 250 000	R 1 500 000,00	R 650 000
6	R 20 000 000	R 6 500 000	R 3 000 000,00	R 1 300 000
7	R 60 000 000	R 20 000 000	R 9 000 000,00	R 4 000 000
8	R 200 000 000	R 65 000 000	R 30 000 000,00	R 13 000 000
9	No Limit	R 200 000 000	R 90 000 000,00	R 40 000 000

Table G2: Classes of construction work

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal. removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal. removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Returnable Documents (Part T2)

T2.1	List of Returnable Documents	43 – 44
T2.2	Returnable Schedules	45 – 116

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents and schedules must be returned from the Tender to qualify.

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

List of Returnable Documents (T2.1)

1. RETURNABLE SCHEDULES / DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- T2.2 Returnable Schedules
- T2.2.1 A Compulsory Enterprise Questionnaire
- T2.2.1 B Certificate for Authority of Signatory
- T2.2.1 C Certificate of Authority for Joint Ventures
- T2.2.1 D Personnel Schedule
- T2.2.1 E Relevant Experience of Tenderer
- T2.2.1 F Proposed Subcontractors
- T2.2.1 G Proposed Deviations and Qualifications
- T2.2.1 H Certificate of Attendance of The Tender Information Meeting
- T2.2.1 I Declaration in Terms of The Mfma (No 56 Of 2003) In Terms of Municipal Rates and Services
- T2.2.1 J Contractors Information
- T2.2.1 K Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017 (MDB 6.1) **LATEST EDITION OF 2022**
- T2.2.1 L Form of Intent to Provide Guarantee/Surety
- T2.2.1 M Certificate of Independent Bid Determination (MBD 9)
- T2.2.1 N Schedule of Estimated Local Labor to Be Employed on This Contract
- T2.2.1 O Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)
- T2.2.1 P Declaration for Procurement above R10 Million (all applicable Taxes inclusive) (MDB 5)

Mark as NOT APPLICABLE FOR TENDERS LESS THAN R10 MILLION

2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- T2.2.2 A Certificates of Contractors Registration (CIDB)
- T2.2.2 B Documents of Incorporation
- T2.2.2 C Tax Clearance Certificate
- T2.2.2 D Joint Venture Agreement; (If Applicable)
- T2.2.2 E Curriculum Vitae Of Key-Personnel
- T2.2.2 F Proof of Payment of Municipal Rates and Taxes

T2.2.2 G	Proof of Payment of UIF
T2.2.2 H	Declaration of Bidder's Past Supply Chain Management Practices
T2.2.2 I	Proof of Authority of Signatory
T2.2.2 J	Quality Control Programme
T2.2.2 K	A Certificate Certifying That the Enterprise Has No Undisputed Commitments
T2.2.2 L	A Statement Indication Whether Any Portion of The Goods or Services Are Expected to Be Sourced from Outside the Republic of South Africa
T2.2.2 M	Copy Of B-BBEE Certificate
T2.2.2 N	Bid for the requirements of the George municipality (MDB 1)
T2.2.2 O	Confirmation of Contractor Registration / Accreditation- Mark as NOT APPLICABLE WHERE NOT REQUIRED
T2.2.2 P	Certificate for Municipal Services

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.2.3 A	Record of Addenda to Tender Documents
T2.2.3 B	Declaration Concerning Fulfilment of The Construction Regulations, 2014
T2.2.3 C	Preliminary Programme And Method Statement (For Information Purposes Only)
T2.2.3 D	Preliminary Health and Safety Plan (Not Applicable)
T2.2.3 E	Schedule of Estimated Monthly Expenditure
T2.2.3 F	Schedule of Special Materials
T2.2.3 G	Declaration of Interest
T2.2.3 H	Targeted Enterprise Declaration Affidavit: Small Business Enterprise
T2.2.3 I	Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality
T2.2.3 J	Declaration in respect of Compliance with Labour Legislation
T2.2.3 K	Copy of Certificate of Contractor Registration issued by the Electrical Contractor (ECA) Mark as NOT APPLICABLE WHERE NOT REQUIRED

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Returnable Schedules (T2.2)

Tenderers must complete these schedules in **black ink** and may not use any correction fluids.

I, the undersigned certify herewith that the information furnished with the Returnable Schedules of Part T2 of this tender is true and correct.

I accept that, in addition to the cancellation of a contract, action may be taken against me and the tendering entity, should it be found that the information provided with the Returnable Schedules are incorrect or false.

Name:

Signature:

Capacity:

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION
PURPOSES (T2.2)**

(Included Hereafter for completion)

T2.2.1 A: 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:			
<p><i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i></p>			
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 8: MBD 6 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.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
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			
iv) 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	
Enterprise name			

T2.2.1 B: CERTIFICATE FOR AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

A. Certificate for Company

I, , chairperson of

the board of directors of,

hereby confirm that by resolution of the board (copy attached) taken on

20 , Mr/Ms

acting in the capacity of , was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairman:

2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

..... , hereby authorize Mr/Mrs

..... acting in the capacity

of to sign

all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name Of Firm	Address	Authorising Signature, Name & Capacity
Lead partner		

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

D. Certificate for Sole Proprietor

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

As witnesses :

1. Signature : Sole owner

2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

.....

hereby authorize Mr/Mrs

acting in the capacity of

to sign all documents in connection with the tender for Contract and any contract resulting from it on
our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Signed

Date

Name

Position

T2.2.1 C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

..... authorised signatory of the company, close corporation or partnership

, acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

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

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

Signed

Date

Name

Position

T2.2.1 D: PERSONNEL SCHEDULE

Job Description	Maximum Points	Point Claimed
Project Manager	3	
Support Employees		
1	1	
2	1	
3	1	
4	1	
Technical Employees		
1	1	
2	1	
3	1	
4	1	
Software Employees		
1	1	
2	1	
3	1	
4	1	
Total	15	

Note:

Project Manager and Employees need at least three (3) years experience to score any points. Any shorter period means zero (0) points.

Specify the name, qualifications and experience of the Project Manager and attached to Schedule T2.2.2.E

.....

.....

Specify the name, qualifications and experience of the Support Technical and Software employees with proof of experience, payroll verification and position on company organogram attached to Schedule T2.2.2.E

Maximum points for Employees can only be achieved if at least four (4) employees are included in each category. Employees will not be allowed to multi-task in more than one (1) category.

.....

.....

Signed _____

Date _____

Name _____

Position _____

T2.2.1 E: RELEVANT EXPERIENCE OF TENDERER

Quality Criteria		Maximum Points	Points Claimed
Criteria 1	Number of years trading Continously in Local Government		
	More than 15 years	10	
	Between 5 and 15 years	5	
	Less than 5 years	2	
Criteria 2	Valid ISO 9001 : 2015 certificate in Quality Management Systems in respect of provision of Revenue Collection and Tamper Management in the Tenderer's company name	30	
Criteria 3	Proof of integration with a municipal billing system in line with mSCOA (Municipal Standard Chart of Accounts)		
	Provide confirmation letter from Municipal customer <u>and</u> billing system provider	10	
	Provide confirmation letter from municipal <u>or</u> billing system provider	5	
Criteria 4	Proof of successful integration with existing George Municipal End Consumer Application and compatibility with meter solution offered		
	Proof provided on letterhead of existing George Municipal End Consumer Application service provider	35	
	No proof provided	0	
Criteria 5	Provide detail on Smart Water Utility Management Software in form of Screen Shots. (If White labelled, bidder to provide example of previous white labelling and be able to demonstrate application within one (1) week of being requested to do so.		
	Utility Management System and George Branded Smart Water End Consumer Module	5	
	Utility Management System and Generic Branded Smart Water End Consumer Module	2	
	No proof provided	0	

Quality Criteria		Maximum Points		Points Claimed
Criteria 6	Provide confirmation that meter has integrated Smart Sigfox IoT radio communication with daily communication outputs, 24 month product warrantee and a fifteen (15) year battery operation life			
	Proof provided	25		
	No proof provided	0		
Criteria 7	Provide confirmation that no additional IoT network would need to be deployed for the Greater George Municipal Area to utilise the integrated Smart ultrasonic Water Meter System. Details to be provided of the existing IoT network in George that will be utilised			
	Proof of confirmation and details provided	20		
	No proof provided	0		
Criteria 8	Tenderer shall commit to establishing a local operating regional support office within the George Municipal jurisdiction	No points scored		
	Proof provided	YES		
		NO		
Total		135		

Note:

Criterion 8 does not score points however proof shall be provided of commitment to establish a local operating regional support office within the George Municipality jurisdiction within one (1) month of receiving award of tender. Should proof not be provided tender will be regarded as non-responsive.

Signed _____

Date _____

Name _____

Position _____

T2.2.1 F: PROPOSED SPECIALISTS

We are aware of the requirement that we may not subcontract any of the contract work.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialists. Should any of the specialists not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

Name and Address of Proposed Specialist	Nature and Extent of Work to be undertaken	CIDB Grading (Not Applicable)	Estimated Value of Work (Rand)

Signed _____

Date _____

Name _____

Position _____

T2.2.1 G: PROPOSED DEVIATIONS AND QUALIFICATIONS

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

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

Number of sheets approved by the Tenderer to this Schedule(If..... Nil)

Signed _____

Date _____

Name _____

Position _____

T2.2.1 H: CERTIFICATE OF ATTENDANCE OF THE TENDER INFORMATION MEETING (NOT APPLICABLE)

This is to certify that (Tenderer),

of

..... (address),

was represented by the person(s) named below at the meeting held for all tenderers at

..... (location), on (date),

starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Signature:

Capacity:

Name:

Signature:

Capacity:

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name:

Signature:

Capacity:

T2.2.1 I: DECLARATION IN TERMS OF THE MFMA (NO 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Name of Enterprise/Tenderer*:

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

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

DECLARATION IN TERMS OF MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Further to the above I herewith disclose the particulars of any award of more than R2 000-00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months.

Name of that person:

Capacity in which that person is in the service of the state:

Amount of the award:

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

Signed On Behalf Of Enterprise/Tenderer:

Date:

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO SCHEDULE T2.2.2 I

T2.2.1 J: CONTRACTORS INFORMATION

Complete as fully as possible, where applicable

Contractors, suppliers and services providers (professional and non-professional)

Part One

1. Company Name

[illegible][illegible]

2. Physical Address

[illegible][illegible]

Postal Code

--	--	--	--

Website <http://www.elsevier.com/locate/jmb>

[illegible]

E-mail Address

[illegible]

3. Physical Address (Local Area)

[illegible][illegible]

Postal Code

--	--	--	--

4. Contact Person

[illegible]

Telephone Number

[illegible]

Cell Phone Number

[illegible]

E-mail Address

[illegible]

5. Sector (e.g. Construction)

[illegible]

6. Nature of Business (e.g. Plumbing)

[illegible]

7. Sector (e.g. Construction)

1.

[illegible]

2.

[illegible]

8. Registered As: ☐ Close Corporation ☐ Pty Ltd Company ☐ Co-Operative
☐ Sole Trader ☐ Ltd Company ☐ Partnership
☐ Sole Trader

Registration Number
 (If applicable)

VAT Registration Number
 (If applicable, attach certified copy)

Rates Registration Number
 (Local Municipality)

9. Annual Sales/Turnover (Previous Financial Year)

20 R

20 R

20 R

10. Total Assets (Previous Financial Year)

20 R

20 R

20 R

11. Current Contracts With Council

Contract Number 1. 2. 3.

Approximate Contract Value

12. Name and Address of Auditors/Accounting Officers

Company Name

Physical Address

Postal Code

[illegible]

Part Two

1. Names and Numbers of Directors/Partners/Members - % Holding

	Initials	Surname	ID Number		% Holding	
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No
8.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes/No

13. Date your business started its current type of business

T2.2.1 K: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD6.1)**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

POINTS AWARDED FOR PRICE

3.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

4.1 **POINTS AWARDED FOR PRICE**

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

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

Where

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

(Proof of sub-contractor/s B-BBEE status level MUST be attached with the tender document.)

- iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. →</p> <p>2. →</p>	<p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: → →</p> <p>ADDRESS →</p> <p>→ →</p> <p>→</p>
--	---

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO-ENTERPRISE**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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 _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table 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 owned	Level Two (125% B-BBEE procurement recognition)	
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 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 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

T2.2.1 L: FORM OF INTENT TO PROVIDE GUARANTEE/SURETY

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

Name of Surety (Bank / Insurer)	
Address:	
Signed:	
Name:	
Capacity:	
On behalf of (name of tenderer)	
Date:	
Confirmed By Surety's Authorised representative	
Signature(s):	
Name (print):	
Capacity	
On behalf of Surety (Bank / Insurer)	
Date:	

T2.2.1 M: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

In response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

I certify that, on behalf of:

.....
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without
- 7 consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 8 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 9 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 10 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ 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.
- 11 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signed _____

Date _____

Name _____

Position _____

T2.2.1 N: SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THIS CONTRACT

DESCRIPTION OF TASK / ELEMENT / TRADE	NO. OF ARTISANS AND / OR SKILLED LABOUR	NO. OF SEMI-SKILLED LABOUR	NO. OF LABOURERS	NO. OF OTHERS	TOTAL LABOUR / TASK
TOTAL ACTUAL LABOUR:					

Signed _____

Date _____

Name _____

Position

Note: Where the same labour is to be re-used on various tasks the Total Labour/Tasks and the Total Actual Labour will differ.

T2.2.1 O: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

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

1. General Conditions

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

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

Where

x - is the imported content in Rand

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

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

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

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

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

Description of services, works or goods

Stipulated Minimum Threshold

Smart water meter and meter box _____ 40 _____ %

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

Yes		No	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Signed _____

Date _____

Name _____

Position _____

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)****IN RESPECT OF BID NO.****ISSUED BY:** (Procurement Authority / Name of Institution):
.....

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

I, the undersigned,
(full names),

do hereby declare, in my capacity as, of

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

[illegible]

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.								Note: VAT to be excluded from all calculations
(D2)	Tender description:								
(D3)	Designated Products:								
(D4)	Tender Authority:								
(D5)	Tendering Entity name:								
(D6)	Tender Exchange Rate:			EU		GBP			

A. Exempted imported content

Calculation of imported content

[illegible]

(D19) Total exempt imported value

Summary

<i>Tender Qty</i>	<i>Exempted imported value</i>
(D17)	(D18)

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

[illegible]

(D32) *Total imported value by tenderer*

Summary

<i>Tender Qty</i>	<i>Total imported value</i>
<i>(D30)</i>	<i>(D31)</i>

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
(D45) Total imported value by 3rd party												

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

Date: _____

Total of foreign currency payments declared by tenderer and/or 3rd party
Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Summary
Local value of payments
(D51)

SATS
1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.		Note: VAT to be excluded from all calculations
(E2) Tender description:		
(E3) Designated products:		
(E4) Tender Authority:		
(E5) Tendering Entity name:		

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

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E1)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	
			This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

T2.2.1 Q: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

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

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

.....

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

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

2.2 If yes, provide particulars.

.....

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

3.1 If yes, provide particulars.

.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars.

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I
ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

T2.2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2.2: OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2.2 A	Certificates of Contractors Registration (CIDB)
T2.2.2 B	Documents of Incorporation
T2.2.2 C	Tax Clearance Certificate
T2.2.2 D	Joint Venture Agreement; (If Applicable)
T2.2.2 E	Curriculum Vitae Of Key-Personnel
T2.2.2 F	Proof of Payment of Municipal Rates and Taxes
T2.2.2 G	Proof of Payment of UIF
T2.2.2 H	Declaration of Bidder's Past Supply Chain Management Practices
T2.2.2 I	Proof of Authority of Signatory
T2.2.2 J	Quality Control Programme
T2.2.2 K	A Certificate Certifying That the Enterprise Has No Undisputed Commitments
T2.2.2 L	A Statement Indication Whether Any Portion of The Goods or Services Are Expected to Be Sourced from Outside the Republic of South Africa
T2.2.2 M	Copy Of B-BBEE Certificate
T2.2.2 N	Bid for the requirements of the George municipality (MDB 1)
T2.2.2 O	Confirmation of Contractor Registration / Accreditation- Mark as NOT APPLICABLE WHERE NOT REQUIRED (Not Applicable)
T2.2.2 P	Certificate for Municipal Services

T2.2.2 A: CERTIFICATES OF CONTRACTORS REGISTRATION (CIDB) AND MUNICIPAL SUPPLIERS DATABASE (NOT APPLICABLE)**Registration with the CIDB**

I / We hereby confirm my/our registration with CIDB:

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER & CATEGORY OF REGISTRATION	REGISTRATION DATE

Registration with the Suppliers Database of Municipality

I / We confirm my/our registration with the Suppliers Database of Municipality

COMPANY NAME	REGISTERED YES / NO	REGISTRATION NUMBER & CATEGORY OF REGISTRATION	REGISTRATION DATE

Note: In the case of Joint Venture Partnerships, each partner must be registered separately. The tenderer must attach a copy/copies (for Joint Ventures) of the registration certificates to this page.

Signed _____

Date _____

Name _____

Position _____

T2.2.2 B: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

T2.2.2 C: TAX CLEARANCE CERTIFICATE

NOT REQUIRED – REPLACED BY TAX PIN PROVIDED BY THE TENDERER AS REQUIRED IN THE
CONDITIONS OF TENDER

Name and Surname:

Signature:

Capacity:

T2.2.2 D: JOINT VENTURE AGREEMENT; (IF APPLICABLE)

The tenderer must attach to this page a joint venture agreement, if applicable.

T2.2.2 E: CURRICULUM VITAE OF KEY-PERSONNEL

NB: THIS SCHEDULE IS USED IN EVALUATING THE FUNCTIONALITY OF THE TENDER OFFER

The tenderer must attach to this page a Curriculum Vitae of all key personnel mentioned in Schedule T2.2.1D

It is required that the following information is also included in the CV for each project :

Project Description:

Position Held: Employer:

Project Duration: Project Value & Year Completed:

Detail of comparative project

T2.2.2 F: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The tenderer must attach to this page proof of payment of municipal rates and taxes or municipal services charges.

Please note: Should the tenderer intend claiming preference points for local enterprise status (if applicable to the tender), points will only be awarded if the proof of payment is attached.

T2.2.2 G: PROOF OF PAYMENT OF UIF

The tenderer must attach to this page a letter from the Industrial Council indicating his good standing with regards to UIF payments.

T2.2.2 H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MDB 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

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

Item	Question	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.</p>		
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 326 5445)</p>		

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name)

..... certify that the
information furnished on this declaration form true and correct.

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

Signed _____

Date _____

Name _____

Position _____

T2.2.2 I: PROOF OF AUTHORITY OF SIGNATORY

The tenderer must attach to this page proof of authority of signatory.

T2.2.2 J: QUALITY CONTROL PROGRAMME

The tenderer must attach to this page a quality control programme for the period of operation and maintenance as specified in the scope of works.

T2.2.2 K: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED COMMITMENTS

The tenderer must attach to this page a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days.

T2.2.2: L: A STATEMENT INDICATION WHETHER ANY PORTION OF THE GOODS OR SERVICES ARE EXPECTED TO BE SOURCED FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA

The tenderer must attach to this page a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if >R10 000 000 incl. VAT).

T2.2.2 M: COPY OF B-BBEE CERTIFICATE

The tenderer must attach to this page a copy of the B-BBEE certificate from a Verification Agency.

T2.2.2 N: BID FOR THE REQUIREMENTS OF THE GEORGE MUNICIPALITY (MDB 1)**PART A
INVITATION TO BID**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder			Date

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>
3.6.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T2.2.2 O: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION**OHSAS 18001**

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:.....

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

T2.2.2 P: CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: T\ING\006\2022
Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

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

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

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

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

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

at _____ on the _____ day of _____ 20....

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

**T2.2.3: RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
INTO THE CONTRACT**

(To be attached with submission)

T2.2.3 A	Record of Addenda to Tender Documents
T2.2.3 B	Declaration Concerning Fulfilment of The Construction Regulations, 2014
T2.2.3 C	Preliminary Programme And Method Statement (For Information Purposes Only)
T2.2.3 D	Preliminary Health and Safety Plan (Not Applicable)
T2.2.3 E	Schedule of Estimated Monthly Expenditure
T2.2.3 F	Schedule of Special Materials
T2.2.3 G	Declaration of Interest
T2.2.3 H	Targeted Enterprise Declaration Affidavit: Small Business Enterprise
T2.2.3 I	Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality
T2.2.3 J	Declaration in respect of Compliance with Labour Legislation
T2.2.3 K	Copy of Certificate of Contractor Registration issued by the Electrical Contractor (ECA) Mark as NOT APPLICABLE WHERE NOT REQUIRED (Not Applicable)

T2.2.3 A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

T2.2.3 B: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

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

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

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

(Tick)

YES	
NO	

Signature of Person(s) Authorised to Sign this Tender:

1. ID No.:

(Name in Print):

2. ID No.:

(Name in Print):

T2.2.3 C: PRELIMINARY PROGRAMME AND METHOD STATEMENT (FOR INFORMATION PURPOSES ONLY)

The tenderer shall attach a preliminary programme and method statement, to this schedule.

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

The tenderer shall also take into account the additional equipment stated in the project specifications when compiling and developing the program.

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

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

Signed _____

Date _____

Name _____

Position _____

T2.2.3 D: PRELIMINARY HEALTH AND SAFETY PLAN (Not Applicable)

The tenderer must attach to this page a copy of the Preliminary Health and Safety Plan for the proposed work.
Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data.

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

Signed _____

Date _____

Name _____

Position _____

T2.2.3 E: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
10.	R
11.	R
12.	R
TOTAL	R

Signed _____

Date _____

Name _____

Position _____

T2.2.3 F: SCHEDULE OF SPECIAL MATERIALS

All Special Materials subject to cost increases not covered by the percentages indicated in Contract Data Part 2 Clause 6.8.2 shall be listed in Clause 6.8.3

T2.2.3 G: DECLARATION OF INTEREST (MDB 4)-LATEST VERSION 2022

1.	No bid will be accepted from persons in the service of the state*.	
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 the 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 the Company (director, trustee, shareholder ²):	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	

3.9 3.9.1	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	YES / NO
3.10 3.10.1	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
3.11 3.11.1	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
3.12 3.12.1	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	YES / NO

	Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	YES / NO
3.14 3.14.1	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, furnish particulars:	YES / NO

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....

.....

Capacity

Name of Bidder

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 or 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 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 exercise control over the company.	

T2.2.3 H: TARGETED ENTERPRISE DECLARATION AFFIDAVIT: SMALL BUSINESS ENTERPRISE

N/A

T.2.2.3 I: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE GEORGE MUNICIPALITY**To: THE MUNICIPAL MANAGER, GEORGE MUNICIPALITY****From:** _____

(Name of tenderer)

The tenderer:

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

Physical Business address of the Tenderer	Municipal Account number(s)

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

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

Signed _____

Date _____

Name _____

Position _____

T.2.2.3 J: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

Signed _____

Date _____

Name _____

Position _____

T2.2.3 K: COPY OF CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE ELECTRICAL CONTRACTOR ASSOCIATION (ECA) (if applicable)

The tenderer must attach to this page a copy of the certificate of the contractor's registration of his/her company, close corporation or partnership issued by the Electrical Contractor's Association (ECA) if applicable

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

The Contract (Part C)

	Pages
Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works(Vol 2)

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

C1 Agreement And Contract Data

C1.1	Form of Offer and Acceptance (Agreement)	119
C1.2	Contract Data	123
C1.3	Form of Performance Guarantee	137
C1.4	Occupational Health and Safety Agreement	141
C1.5	Protection of the Environment Declaration.....	142
C1.6	Insurance Broker's Warranty.....	143

GEORGE MUNICIPALITY**DIRECTORATE: CIVIL ENGINEERING SERVICES****TENDER NUMBER: T\ING\006\2022****SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS****C1.1 (Part 1) Form of Offer and Acceptance****Offer**

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

Contract No T/ING/006/2022:

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

 Rand (in words);

R (in figures) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)			
Name(s)			
Capacity			
for the tenderer			
	(Name and address of Tenderer)		
Name and signature of witness		Date	

Acceptance

By signing this part of this form of offer and acceptance, the **Employer** identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the 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 after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing

of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Name and address of Employer)		
Name and signature of witness			Date

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

C1.1 (Part 2) Schedule of Deviations

Notes:

1. *The extent of deviations from the tender documents issued by the employer before 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.*

1	Subject	_____
	Details	_____
2	Subject	_____
	Details	_____
3	Subject	_____
	Details	_____
4	Subject	_____
	Details	_____

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 and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES
SUPPORT FOR THE PERIOD OF THREE (3) YEARS**

C1.1(Part 3) 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)

20 (year)

at(place)

For the Contractor:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Name and Signature of Witness

Date

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS

C 1.2 - Contract Data (Part 1)

GENERAL CONDITIONS OF CONTRACT

In this regard, the Standard Conditions of Contract – GCC 2015 is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 contains a provision with the corresponding clause number, it is amended or replaced, as set out herein. (Amendments/replacements are shown in *italics*).

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 shall remain unchanged.

1.1 Definitions

- 1.1.1.1 "agreed" means agreed by the Employer and the Contractor; *or the Employer's Agent and the Contractor expressly authorised in terms of the Contract*, unless specifically stated otherwise.
- 1.1.1.5 "Commencement Date" means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect *by signing the Acceptance part and returning one fully completed copy of this document, the Contract Agreement*.
- 1.1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed *and signed by both parties*.
- 1.1.1.13 "Defects Liability Period" means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different *portions of the Works*, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.14 "Due Completion Date" means the *date or dates of the expiry of the time* stated in the Contract Data for achieving Practical Completion *for the whole or portions of the Works*, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed *or agreed* in terms of Contract.
- 1.1.1.20 "Form of Offer and Acceptance" means the document *defined as the Contract Agreement* that formalises the legal process of offer and acceptance and gives rise to the Contract.
- 1.1.1.32 "*Temporary Works*" means the temporary works required for or in connection with the execution of the Permanent Works and shall include items which are not intended to be permanent or to form part of the Permanent Works, including but not limited to dewatering, shoring, lateral support, access roads, haul roads, shuttering, jacking pits and method, scaffolding, etc.:
- 1.1.1.35 "*parties*" means the Contractor and the Employer.

- 1.1.1.36 *“approved programme” means the latest programme submitted by the Contractor and approved by the Employer’s Agent. The latest programme approved by the Employer’s Agent supersedes previous approved programmes.*
- 1.1.1.37 *“Drawings” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.*
- 1.1.1.38 *“Letter of Notification” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Offer and no rights shall accrue.*

1.2 Interpretations

- 1.2.1 Any written communication between the parties shall have been duly delivered if:
- 1.2.1.1 Handed to the addressee or to his duly authorised agent; or
- 1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, *including an e-mail address; and*
- 1.2.1.3 *Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made*
- Provided that the Employer, Employer’s Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.
- 1.2.6 *Any act or communication, including but not limited to “accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for” and their derivatives indicate an act to be carried out in writing.*

1.4 Non Variation Clause

- 1.4.1 *This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.*

2.4 Ambiguity or discrepancy

- 2.4.1 *The several documents forming the Contract are to be read and taken as mutually complementary to and explanatory to each other.*
- 2.4.2 *Any obscurity or ambiguity or discrepancy between the contract documents shall be referred to the Employer’s Agent before the due date of submission of tenders for decision as to the true intent and meaning and the Employer’s Agents’ interpretation. This decision shall be final and binding.*
- 2.4.3 *No claims will be entertained from the contractor on the grounds of any misunderstanding of the contract requirements, which should have and could have been clarified in this manner prior to tendering.*

2.5 Assignment

- 2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. *Such assignment or cession shall be null and void without the other parties consent.*

3.1 Qualifications of the Employer's Agent

- 3.1.1 The natural person *appointed by the Employer to administer the Contract* shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.

3.2 Functions of the Employer's Agent

- 3.2.1 The function of the Employer's Agent is to *administer the Contract in accordance with the provisions of the Contract*.

4.1 Extent of obligations and liability

- 4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the *Contract Data*), execute and complete the Works and obligations remedy any defects therein in accordance with the provisions of the Contract.

- 4.1.2 *Where the Contract Data provides that part of the Works shall be designed by the Contractor,*

- 4.1.2.1 *the relevant part of the Works shall be fit for such purposes for which it is intended as are specified in the Contract, and*

- 4.1.2.2 *the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.*

- 4.1.2.3 *the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion in terms of Clause 5.14.1 as read with the relevant Contract data until these documents and manuals have been submitted to the Employer's Agent.*

- 4.1.3 *The Contractor shall be responsible for the design of the Temporary Works, such responsibility shall be that the relevant part of the Temporary Works shall be fit for such purposes for which it is intended and, the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.*

- 4.1.4 *The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.*

4.2 Employer's Agent's instructions

- 4.2.3 *Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.*

4.3 Legal provisions

- 4.3.3 *The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.*

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

4.5 Notices and Fees

4.5.2 *The Employer shall be responsible for obtaining any planning approval required in respect of the Permanent Works. The Contractor shall be responsible for obtaining any planning approval required in respect of the Temporary Works.*

4.11 Competent Employees

4.11.3 *The Contractor may not substitute any personnel stated as available throughout the Contract period without the approval of the Engineer and the Employer*

5.3 Commencement of the Works

5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the *Employer*, of documentation required before commencement with Works execution, as set out in the Contract Data.

The documentation required before commencement with Works execution are:

- *Health and Safety Plan (Refer to Clause 4.3)*
- *Signed agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder.*
- *Initial programme (Refer to Clause 5.6)*
- *Security (Refer to Clause 6.2)*
- *Insurance (Refer to Clause 8.6)*
- *Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)*
- *Risk register*

5.3.3 If the Employer's Agent's instruction to commence executing the Works, or to resubmit documentation *with reasons after having found to be unacceptable by the Employer*, is not received by the Contractor within 7 days from the actual date of the submission of *all* the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken to be on the expiry of such 7 days. *However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.*

5.4 Access to Site

5.4.3 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure of the Employer to give access to or possession in accordance with the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for which purpose the time limits of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when access to or possession of the Site has actually been given.

5.6 Programme

5.6.1 *The Contractor shall deliver to the Employer's Agent as part the documentation required before commencement with Works execution in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.*

5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe *in method statements, the entire scope of the Works to be performed* including but not limited to:

5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) *or revisions thereof, and the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works.*

5.6.2.8 *Health and safety requirements*

5.6.2.9 *Critical path including the links between all predecessors and successors for activities on the critical path and float.*

5.6.3 *The Employer's Agent shall, within 14 days after the Contractor has submitted an initial or adjusted programme, approve such programme or rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are inter alia that it is not in accordance with the Contract or is not reflecting the actual progress.*

The Employer's Agents failure to approve or reject, with reasons, the submitted programme:-

5.6.3.1 *in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and*

5.6.3.2 *in the event of the submitted programme being an initial programme, it shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause 5.11.1.3 and if the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.*

5.6.4 *The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall monthly deliver to the Employer's Agent an adjusted programme reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), and in addition;*

5.6.4.1 *when instructed by the Employer's Agent,*

5.6.4.2 *when it no longer reflects the actual progress,*

5.6.4.3 *when a specific event, circumstance, act or omission may delay the execution of the Works, or*

5.6.4.4 *with each extension of time claim*

5.6.5 *The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contract*

5.7 Progress of the Works

5.7.3 *The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties prior to the Contractor commencing to accelerate progress.*

5.9 Instructions

5.9.3 *The Contractor shall give adequate and appropriate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.*

5.11 Suspension of the Works

5.11.1 *The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend the progress of the Works where the Employer or the Employers Agent has failed in terms of Clause 6.10.4 to:*

5.11.1.1 *Deliver a payment certificate, or*

5.11.1.2 *Make full payment of the amount certified in the payment certificate without prejudice to the Contractor's other rights under this Contract or by law, or*

5.11.1.3 *Failed to approve an initial programme in terms of Clause 5.6.3.2*

5.12 Extension of the time for Practical Completion

5.12.1 *If circumstances of any kind whatsoever which occurred be such as fairly entitle the Contractor to an extension of time and are delaying or will actually delay Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim and the Due Completion Date will be revised accordingly.*

5.12.2.2 *Abnormal climatic conditions provided that no extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.*

The number of working days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where normal weather conditions prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	5 days
July	6 days
August	4 days
September	3 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Employer's Agent such extension of time will be added to the Time for Completion or set off against any over-provision that may have occurred in the above-mentioned schedule and any other claim.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained."

5.12.2.5 *Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.*

5.12.4 *Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.*

5.13 Penalties for delay

5.13.1 *The penalty for failing to complete a works instruction in the time as confirmed under Item 5.6.1 above is R7500/day plus cost of all consultant /professional fees per calendar day.*

5.13.2.1 *Delete*

5.14 Completion

- 5.14.1 *Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion.*

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, *either where the Works;*

- 5.14.1.1 *has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or*
- 5.14.1.2 *has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.*

Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1. only once the complete set of As-built drawings and information were submitted by the Contractor to the Employer's Agent.

- 5.14.2 *As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.*

- 5.14.2.1 Prior the issue of the Certificate of Practical Completion, the Employers Agent will conduct a preliminary inspection of the Works to assess whether the Works are indeed ready for Practical Completion inspection by the Employer, where after a formal Practical Completion inspection will be carried out together with the Employer. It is required that the Practical Completion Certificate is signed of by the Employer, Employers Agent and the Contractor.

- 5.14.4.1 Prior the issue of the Certificate of Completion, the Employers Agent will conduct a preliminary inspection of the Works to assess whether the Works are indeed ready for Completion inspection by the Employer, where after a formal Completion inspection will be carried out together with the Employer. It is required that the Completion Certificate is signed of by the Employer, Employers Agent and the Contractor.

- 5.14.6 *The Employer need not occupy the Works before the Due Completion Date*

- 5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, *different times for achieving Practical Completion* are specified in respect of different portions of the Works, *the provisions for the Works as a whole* shall apply with necessary adjustment in respect of such portions.

- 5.16.3 The Contractor's liability for any latent defects shall continue beyond the date of the Final Approval Certificate but the Employer shall have no claim against the Contractor arising out of any latent defect which first manifests itself later than the period, stated in the Contract Data, after the issue of the Final Approval Certificate in terms of this Clause.

The Contractor's liability for any latent defects shall continue for 10 years from the date of the issue of the Final Approval Certificate.

6.2 Security

- 6.2.1 The Contractor shall deliver to the *Employer*, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.

- 6.2.2 *If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2 or if the performance guarantee is not in accordance with the relevant pro forma performance guarantee, the Employer, in his sole discretion, may either*

6.2.2.1 *Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%) of the Contract Price when the Employer's Agent has issued a Certificate of Completion [5.14.4] and to zero per cent (0%) in the Final Payment Certificate [6.10.9] or*

6.2.2.2 *Terminate this Contract in terms of Clause 5.3.2 as read with Clause 9.2.1.3.2.*

6.2.3 *If the Contractor is to provide a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Certificate of Completion is issued. The expiry date shall be specified in the performance guarantee, as the date on which the Certificate of Completion is issued.*

6.5 Dayworks

6.5.1.2.3 The percentage allowances, stated in the Contract Data, in respect of the said remuneration of workmen and the cost of materials, which allowances shall be held to cover all charges for the Contractor's and subcontractor's *overheads and administration costs*, profits, timekeeping, *clerical work*, *insurances*, *establishment*, superintendence and the use of hand tools, and

For items not included in the daywork schedule, the percentage allowance will be 10%.

6.10 Payment

6.10.1 With regard to all amounts that become due to the Contractor in respect of the matters set out in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, 6.10.1.4, and 6.10.1.5 below, *the Contractor* shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer's Agent, or failing agreement, as the Employer's Agent may require) and the Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount *considered* to be due to the Contractor *or the Employer*, taking into account the following:

6.10.1.5 The value up to the percentage limit stated in the Contract Data of Plant and materials referred to in *Clause 6.9.1 not yet built into the Permanent Works*. No payment will be made for any Plant and/or materials off site, *except if expressly agreed otherwise*;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer a MOS Guarantee in accordance with the pro forma MOS Guarantee, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials, including but not limited to claims by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials; and

Provided that the total amount of Plant and/or materials referred to in Clause 6.9.1 not yet supplied to Site or built into the Permanent Works certified for payment in terms of the Contract, notwithstanding the percentage limit stated in the Contract Data, shall be limited to the Guaranteed MOS Sum as reflected in the MOS Guarantee.

6.10.1.9 No Payment Certificate will be processed unless the Contractor has included all the required Reports and information including EPWP labour and training reports, updated risk register and any other report specifically required from the Contractor.

6.10.4 The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer's Agent of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. *The Employer or the Contractor, as the case may be*, shall pay the amount due to the *other* within 28 days of receipt by the *Employer and the Contractor* of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor *or the Employer, as the case may be*, submitting a tax invoice, if required by law, to the *other party* for the amount due.

6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer's Agent may reasonably require. The

Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer's Agent of the Contractor's said statement, and the Employer *or the Contractor, as the case may be*, shall pay the amount due to *the other party* within 28 days after receipt by the Employer *and the Contractor* of the payment certificate signed by the Employer's Agent.

- 6.10.9 Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor *or the Employer, as the case may be*, within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

8. RISKS AND RELATED MATTERS

8.6 Insurances

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

- (a) *Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.*
- (b) *The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 5% of the contract sum.*
- (c) *Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.*
- (d) *Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.*
- (e) *Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.*
- (f) *Lateral Support liability insurance.*

- 8.6.8 *The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 Insurance Broker's Warranty.*

9.2 Termination by Employer

- 9.2.1.3.2 *Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or*
- 9.2.1.3.6 *Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or*
- 9.2.1.3.9 *The Contractor fails to submit the documents within the number of days stipulated or if the documents submitted are found to be unacceptable in accordance with Clause 5.3.2*
- 9.2.1.3.10 *The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the Contract.*

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

10.1 Contractor's Claim

10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for *Practical Completion* of the *Works* in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

10.1.1.1 The Contractor shall within 28 days *after the commencement of each circumstance, event, act or omission giving rise to such a claim*, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:

10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned,

10.1.1.1.2 The provisions of the Contract on which he bases the claim

10.1.1.1.3 *The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an Approved Programme, indicating the delay on Practical Completion, and*

10.1.1.1.4 The amount of money claimed and the basis of calculation thereof.

10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of *Clause 10.1.1.1 to 10.1.1.4 to deliver a claim* within the said period of 28 days, he shall:

10.1.1.2.1 Within the said period of 28 days *issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1 to 10.1.1.4 as he reasonably can, and*

10.1.1.2.2 As soon as practicable, comply with such of the requirements of *Clause 10.1.1.1 to 10.1.1.4 as have not yet been complied with.*

10.1.1.3 If the *circumstance, event, act or omission relating to the claim are of an ongoing nature:*

10.1.1.3.1 *the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1*

10.1.1.3.2 *The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.*

10.1.2 *The Contractor shall issue an early warning notifying the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could*

10.1.2.1 *Increase the Contract Prices,*

10.1.2.2 *Delay Practical Completion, or*

10.1.2.3 *Impact on the quality or*

10.1.2.4 *Impair the performance of the Works in use*

10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in *terms of this Clause.*

- 10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Should the Contractor fail to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, then the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall take into account the lack of mitigation measures that could have been employed if the Contractor had given an early warning notice.

- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.2.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. *Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;*

Provided that:

- 10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and
- 10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.

10.3 Dispute Notice

- 10.3.1 *Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the Time for Completion of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract;*

10.10 Common Provisions

- 10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
- 10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent.

The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

11. ADDITIONAL CONDITIONS OF CONTRACT

11.1 Details to be confidential

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

C I.2 - Contract Data (Part 2)

SCHEDULE OF CONTRACT SPECIFIC DATA

APPENDIX TO TENDER

NOTE: Clause numbers (CL No) refer to the General Conditions of Contract 2015 3rd Edition, issued by the South African Institution of Civil Engineers.

	<u>CL No</u>	
Defects liability period	1.1.1.13	12 calendar months
Time for achieving Practical Completion	1.1.1.14	Not applicable
Name of Employer	1.1.1.15	GEORGE Municipality
Name of Employer's Agent	1.1.1.16	Zutari (Pty) Ltd
Address, telephone and fax number of Employer's Agent	1.2.1.2	Bloemhof Building, 2 nd floor, Suite 201 65 York Street George 6529 Tel . (044) 874 2165 Fax. (044) 873 5843
Address, telephone and fax	1.2.1.2	George Municipality PO Box 757 George 6530 Tel. (044) 887 0223 Fax. (044) 887 0741
Time in which the Health & Safety Plan must be submitted	5.3.1	Within 7 Days after the Commencement Date
Time within which initial programme must be submitted	5.3.1	Within 14 Days after the Commencement Date.
Time within which the agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated there under must be signed	5.3.1	Within 14 Days after the Commencement Date.
Time within which Performance Guarantee (Security) must be provided	5.3.1	Within 14 Days after the Commencement Date
Time within which Insurance must be provided	5.3.1	Within 14 Days after the Commencement Date.
Non working days	5.8.1	Sundays
Special non-working hours/days	5.8.1	The SAFCEC recommended industry shutdown period in December and January. All statutory holidays.
Amount of penalty for delay	5.13.1	R12 000 per calendar day or part thereof
Latent Defect Period	5.16.3	10 years after issue of Final Completion Certificate.
The Security Provided by the Contractor	6.2.1	<div style="border: 1px solid black; padding: 5px;"> <i>Performance guarantee</i> <i>Retention of 10 % of the value of the Works.</i> </div>
Percentage allowance to cover overhead charges	6.5.1.2.3	10%

Contract Data Part C1.2

Contract Price Adjustment	6.8.2	CPA Applicable. Contractor shall indicate % adjustment on tendered rates to allow for year two and year three prices
Percentage advance on unused materials on site	6.10.1.5	80% or value of the MOS Guarantee submitted and approved whichever is the lesser amount
Limit of retention money	6.10.3	Five percent (5%) of the contract sum
The value of materials supplied by the Employer not included in the contract price and to be included in the insurance sum	8.6.1.1.2	R 0-00
The amount to cover professional fees for Repairing damage and loss to be included in the Insurance sum	8.6.1.1.3	15% of the Contract sum
Limit of indemnity for liability insurance required	8.6	R 20 000 000.00 for any single claim and the number of claims To be unlimited during the construction and defects liability periods
Dispute resolution	10.5.1	Ad-hoc Adjudication
Settlement of disputes to be by reference to	10.7.1	Arbitration
Targeted Labour (EPWP)	Cl. C4.2	Not Applicable

Signed _____ Date _____

Name _____ Position _____

Part 2 : Contract Data completed by the Contractor

Clause	Data												
1.1.1.9:	The name of the Contractor is												
1.2.1.2:	<p>The address of the Contractor is</p> <p>Address (physical)</p> <p>.....</p> <p>.....</p> <p>Address (postal)</p> <p>.....</p> <p>.....</p> <p>Telephone:</p> <p>Email:</p>												
6.8.2:	<p>The Contract Price Adjustment Factor is:</p> <table border="1"> <tr> <td>Financial Year 2023/2024</td><td>..... % more than tendered price</td></tr> <tr> <td>Financial Year 2024/2025</td><td>..... % more than tendered price</td></tr> </table>	Financial Year 2023/2024 % more than tendered price	Financial Year 2024/2025 % more than tendered price								
Financial Year 2023/2024 % more than tendered price												
Financial Year 2024/2025 % more than tendered price												
6.8.3:	<p>The variations in cost of special materials is:</p> <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Type of special material	Unit	Rate or price									
Type of special material	Unit	Rate or price											

Signed _____ Date _____

Name _____ Position _____

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Form of Performance Guarantee (Part C1.3)

**Guarantor must provide proof of registration as a Financial Service Provider in terms
of the Financial Sector Regulation Act no. 9 of 2017**

NOTE:

DO NOT COMPLETE AT TENDER STAGE

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance

and such amendments or additions to the Contract as may be

agreed in writing between the parties.

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

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

1. FIXED PERFORMANCE GUARANTEE

1.1. Where a fixed Performance Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.

1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

Part C1 Agreement and Contract Data Page 2

C1.3 Form of Guarantee

1.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

2.1. The Guarantor hereby acknowledges that:

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

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

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

3.2.1 to 3.2.3:

2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment

Certificate has not been made in terms of the Contract and failing such payment within seven

(7) calendar days, the Employer intends to call upon the Guarantor to make payment in

terms of 3.2.2;

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

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

2.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.

2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or

2.1

2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in

Part C1 Agreement and Contract Data Page 3

C1.3 Form of Guarantee

terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Occupational Health and Safety Agreement (Part C1.4)

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE GEORGE MUNICIPALITY (HEREINAFTER
CALLED THE "EMPLOYER") AND**

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

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS
AMENDED.**

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained
in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted
and approved in terms thereof.

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

.....
Witness

.....
Mandatory

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

.....
Witness

.....
for and behalf of George Municipality

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT

Protection of the Environment Declaration (Part C1.5)

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: T\ING\006\2022

CONTRACT TITLE: SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT

I/ we,.....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Quantities items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Engineer shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Engineer, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Engineer shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Engineer has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed

Contractor

Date

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

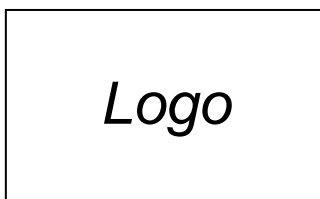
TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

**Only Financial Service Providers registered in terms of the Financial Sector
Regulation Act no. 9 of 2017 may provide warranties**

Insurance Broker's Warranty (Part C1.6)

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

GEORGE MUNICIPALITY
Directorate: Civil Engineering Services
1st Floor, Old Town Hall
c/o York and Market Streets
George, 6530

Dear Sir

CONTRACT NO.: **T\ING\006\2022**

CONTRACT TITLE: **SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES
SUPPORT FOR THE PERIOD OF THREE (3) YEARS**

NAME OF CONTRACTOR:

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

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

Yours faithfully

Signed:

For:

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Pricing Data (Part C2)

- C2.1 Pricing Instructions for the Re-measurable Portion of the Works (Civil)
- C2.2 Bill of Quantities for the Re-measurable Portion of the Works (Civil)

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Pricing Assumptions (Part C2.1)

C2.1.1 PREAMBLE TO THE SCHEDULE OF PRICES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
- C2.1.1.2 Descriptions in the "Bill of Quantities for the Remeasurable Portion of the Works" are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the "Bill of Quantities for the Remeasurable Portion of the Works", the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding an item can be obtained appear under "Reference clause" in the "Bill of Quantities for the Remeasurable Portion of the Works". The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.1.5 The quantities set out in the "Bill of Quantities for the Remeasurable Portion of the Works" are the estimated quantities of the Remeasurable Portion of the Contract Works, but the Contractor will be required hereunder to undertake whatever quantities may be directed by the Engineer from time to time. The Price for Items N1, N2 and N3 in the "Schedule of Prices" of the Contract Works shall be computed from the actual quantities of work done under those items, valued at the relevant unit rates and prices in accordance with the "Bill of Quantities for the Remeasurable Portion of the Works".

C2.1.1.6 The prices and rates to be inserted in the “Bill of Quantities for the Remeasurable Portion of the Works” are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.1.1.7 A price or rate is to be entered against each item in the “Bill of Quantities for the Remeasurable Portion of the Works”, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the “Bill of Quantities for the Remeasurable Portion of the Works”.

C2.1.1.8 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.1.9 The units of measurement described in the “Bill of Quantities for the Remeasurable Portion of the Works” are metric units. Abbreviations used in the “Bill of Quantities for the Remeasurable Portion of the Works” are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

C2.1.2 The Tenderer must price each item in the Bill of Quantities in **BLACK INK**.

C2.1.3 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

C2.1.4 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or

GEORGE MUNICIPALITY**DIRECTORATE: CIVIL ENGINEERING SERVICES****TENDER NUMBER: T\ING\006\2022****Schedules of Quantities (Part C2.2)****SECTION 1 - SCHEDULE OF PRICES FOR****SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS****Schedule A: General Requirements and Conditions**

ITEM	REF. ITEM	DESCRIPTION	UNIT	QTY	PRICE		TOTAL	
					R	c	R	c
	SANS 1200A	GENERAL REQUIREMENTS AND CONDITIONS						
	8.3.1	Allow for all costs and expenses in connection with the following:						
A.1		Providing performance security	Sum	1				
A.2		Providing insurance	Sum	1				
A.3	8.4.1	The liaison, co-operation and any necessary attendance upon the Council and Contractors	Sum	1				
A.4		General expenses incurred in complying with the requirements of T1.2 Tender Data, not included above	Sum	1				
A.5		General expenses incurred in complying with the requirements of C1.2 Contract Data, not included above	Sum	1				
A.6		Measuring on Site	Sum	1				
A.7		Trail Operation Period	Days	28				
A.8		Operation and Maintenance Manuals	Sum	1				
A.9		Forward cover to avoid any deviation in the price of items caused by fluctuations in exchange rate	Sum	1				

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

ITEM	REF. ITEM	DESCRIPTION	UNIT	QTY	PRICE		TOTAL	
					R	c	R	c
Carried Forward								
Brought Forward								
A.9	8.5	Other General expenses incurred in complying with the requirements of the Scope of Work not included above (Specify):	Sum					
A.9.1							
A.9.2							
A.2		SKILLS TRAINING AND LABOUR RECRUITMENT (EPWP)						
		Allow for all costs and expenses in connection with the following:						
		Community participation:						
A.10		(a) Cost of community participation and Municipal EPWP/PLO support	Prov Sum	1	50 000		50 000	
A.11		(b) Handling cost and profit in respect of subitem A10 (Enter % and multiply)	%	50 000				
		Training:						
		(a) Generic skills						
A.12.		(i) Training costs	Prov Sum	1	50 000		50 000	
A.13		(ii) Handling cost and profit in respect of subitem A.12(Enter % and multiply)	%	50 000				
		Accredited Training						
A.14		(i) Training costs	Prov Sum	1	100 000		10 000	
A.15		(ii) Handling cost and profit in respect of subitem A.14 (Enter % and multiply)	%	100 000				
		(d) Other costs during training						
A.16		(i) Training venue	Prov Sum	1	30 000		30 000	
A.17		(ii) Handling cost and profit in respect of subitem A.16(Enter % and multiply)	%	30 000				
A.18	SANS 1200 AB 8.1	Nameboards completions described in Specifications	No	2				
TOTAL AMOUNT OF SCHEDULE A CARRIED TO SUMMARY ON PAGE 150						R		

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

ITEM	REF. ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
					R c	R c
	SANS 1200LF	SECTION B :SUPPLY AND DELIVERY OF SMART WATER METERS AND EQUIPMENT				
B.1	PSLF8-1	Supply and delivery of smart water meter with box complete as described in Specifications	No	10 000		
B.2	PSA8-1	Store issuing to installation contractors (4 of), control of installation forms and activating of smart water meters	No	10 000		
B.3		Registration, network and data collection for a 12 month period per meter	No	10 000		
B.4		Service provider home and portal usage for a 12 month period per meter	No	10 000		
B.5		Any other service to be needed to comply to requirements as described in Specifications per meter	No	10 000		
B.6		Supply, deliver and install complete of a retrofit device as described in Specifications	No	50		
B.7		Registration, network and data collection for a 12 month period per retrofit device	No	50		
B.8		Service provider home and portal usage for a 12 month period per retrofit device	No	50		
B.9		Any other service to be rendered to comply to requirements as described in Specifications for a 12 month period per retrofit device	No	50		
<u>TOTAL AMOUNT OF SCHEDULE A CARRIED TO SUMMARY ON PAGE 150</u>					R	

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Schedules of Quantities (Part C2.2)

SUMMARY OF SCHEDULE(S) OF RATES AND QUANTITIES (FINANCIAL YEAR 2022/2023)

SECTION A : GENERAL REQUIREMENTS AND
CONDITIONS

R.....

SECTION B : SUPPLY AND DELIVERY OF SMART
WATER METERS

R.....

CALCULATION OF CONTRACT PRICE

C: TOTAL OF SECTIONS A + B

R.....

D : CONTINGENCIES

(THE SUM PROVIDED IS UNDER THE DIRECT
CONTROL OF THE EMPLOYER'S AGENT AND MAY BE
PARTIALLY OR TOTALLY EXCLUDED) (10 % OF
TOTAL C ABOVE)

R.....

E : TOTAL C + D

R.....

F : TOTAL VALUE ADDED TAX 15% ON E ABOVE

R.....

G : CONTRACT PRICE CARRIED FORWARD TO C1.1
FORM OF OFFER

R.....

A: DECLARATION (In respect of completeness of Tender)

GEORGE MUNICIPALITY
5th Floor
Directorate Planning and Housing
Civic Centre
York Street
GEORGE
6530

I/ we, the undersigned, do hereby declare that these are the properly priced Schedules of Quantities forming Part C2.2 of this Contract Document which contains pages numbered XX to YY in consecutive order in Volume 1 as stated on page 1 thereof, upon which my/our tender for **TENDER NO. T/ING/006/2022 SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT** has been based. If I/we have submitted a printed version of the Schedules of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

I acknowledge that the Schedule of Quantities and the rates and sums tendered therein will form the basis to derive the Accepted Contract Amount (Clause 1.1.4.1 of the Conditions of Contract). The Employer reserves the right to award a contract for all or part of the Works and the Schedule of Quantities shall be used to derive the value of the Accepted Contract Amount. (by omitting any number of items from the Schedule of Quantities).

SIGNED ON BEHALF OF TENDERER:

DATE:

PART C3	Scope of Work
C3.1	Description of the Works
C3.2	Engineering
C3.3	Procurement
C3.4	Construction
C3.5	Management
C3.6	Particular Specifications
C3.7	Annexures
PART C4	Site Information
C4	Site Information
Appendix A	Occupational Health and Safety
Appendix B	Geotechnical Report
Appendix C	Risk Management

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Description of the Works (Part C3.1)

C3.1.1 Employer's Objectives

a) Background

The George Municipality is located within the Garden Route District Municipality in the Western Cape. George Municipality provides services to the following places George, Wilderness, Victoria Bay, Herold's Bay, Haarlem and Uniondale.

The number of water delivery points is approximately 45 000 with approximately 16 000 domestic households provided with free basic services.

George Municipality has embarked on an initiative to drastically improve customer service delivery and revenue collection while reducing the overall revenue and non-revenue associated water losses by the use of smart water meter technologies. The primary challenges experienced by George Municipality is related to demand management of potable and non-revenue water coupled to overall waste reduction.

In addition, inaccessible meters and manual water meter reading of the current conventional meter base has direct impact on George Municipality's ability to produce efficient billing and revenue collection services to consumers.

It is envisioned that the successful Service Provider must provide a turnkey solution incorporating all metering and associated installation services, the communication and systems infrastructure, and all ongoing management services required to ensure George Municipality is able to achieve its long-term sustainability, customer centricity and service delivery objective.

Over the years inconsistent, inaccessible, inaccurate and estimations of water meter readings have negatively impacted the revenue recovery for water as well as the overall consumer service delivery associated with bill generation and bill presentment. The high number of infield repeat visits by meter readers to confirm the correctness of metering information has also impacted on the operating cost of the system. In addition, tampering and vandalism of municipal metering infrastructure has resulted. in major leaks and losses of water that ultimately results in the interruption of water supply to paying consumers and the overall loss of revenue to the Municipality.

The challenges experienced by the George Municipality related to the provision of potable water cuts across various issues:

- Unreliable billing data
- Infrequent and inconsistent account invoices and delivery
- Long collection cycles and debit accumulation
- Disgruntled and poor customer payments
- Poor community participation

- Inaccurate reporting of indigent households consumption.
- Excessive leaking and wastages
- Overall customer services
- Reporting process for faulty water meters and account queries is unclear and/or cumbersome.

b) Strategic approach

It is necessary that the George Municipality procure a Service Provider to supply, deliver and support a smart metering and monitoring water solution to support the strategic objectives for water, which is integrated into the billing and collection of revenue via prepaid electricity. This solution will have the ability for both consumer and the George Municipality to have various levels of access to monitor consumption and to impact demand consumption. This will be seen as one of the key outcomes of this initiative.

C3.1.2 Overview of the Works

The Works consist of the supply and delivery of a smart water meter system in the greater George area.

The Works will be a multi phased project to be completed over three financial years.

The present Financial Year 2022/2023 has an allocated budget of R23 million (Excl. VAT) as project cost. The Municipal budget allows a further R20 million for each of the Financial Year 2023/2024 and Financial Year 2024/2025.

It must be noted that the installation of the smart water meters will be done under separate contract by various contractors. The inter phasing between this Contractor and the installation contractors is described below in Item C3.1.3 a).

C3.1.3 Extent of the Works

The Municipality will only appoint one Service Provider to provide all hardware and services for this contract.

The Service Provider shall be required to provide the following:

- a) Supply and deliver to their George storage facility smart ultrasonic water meters with integrated Sigfox communication with a lockable restrictor valve in polymer boxes complete as per specification.

The successful tenderer shall establish a storage facility and support office within the George Municipal jurisdiction within one (1) month from date of acceptance of their offer.

The smart meters will be installed under separate contract by various contractors. It will be expected from the Service Provider to issue and control the smart meters issued to each contractor for installation. Each meter shall have a control sheet indicating detail and identification number of meter as well as a number of quality and installation checks that must be approved. Each installation contractor will have to return the control sheets for all the smart meters issued to the Service Provider before a new batch of smart meters will be issued to the contractor for further installation.

Once the control sheet of a meter is received back the Service Provider will ensure that the specific smart meter is active, integrated into the system and functions satisfactorily.

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

- b) Supply deliver and install smart retrofit measuring devices to existing bulk water meters with integrated Sigfox communications complete as per specifications.
- c) Supply, configure and manage for the smart water meters a smart application platform for the management of:
 - i) All consumer, locations, tariff and device management information.
 - ii) End-to-end automated meter reading with full integration to the George Municipality billing system.
 - iii) Reporting, billing and collection of revenue via prepaid vending channels
 - iv) Dashboard visualisation with drill down functionality necessary for the automation of business and operational processes.

C3.1.3 Location of the Works

The site is located within the boundaries of the Greater George Municipal Area comprising of the following places George, Wilderness, Victoria Bay, Herold's Bay, Haarlem and Uniondale.

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Engineering (Part C3.2)

C3.2.1 Design

- a) the Employer is responsible for the design of the water reticulation network
- b) the Contractor is responsible for the design of the smart water meters and meter boxes.

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Procurement (Part C3.3)

The procurement process is done in accordance with the Supply Chain Management Policy of the George Municipality. Tenderers are to obtain their own copy of this document from the George Municipality. Extracts of the relevant sections have been incorporated in this document for ease of reference.

The Works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferring schedule. The preferring schedule has been bound into the Document and must be completed and signed by tenderers (See T2.2.1K Returnable Schedules)

The following must be supplied with the tender:

Certified copies of Identity Document of all tenderer's company directors/ stakeholders must be submitted with tender.

All tenderers must be registered on the George Municipality's supplier data register. The tenderer can complete the form and submit it directly to George Municipality prior to closing of tender, or submit it together with the tender.

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

There are no mandatory subcontract works.

C3.3.2.2 Preferred subcontractors/ suppliers

None

C3.3.2.3 Subcontracting procedures

All proposed subcontractors shall be noted in Section T2.2.1F

C3.3.2.4 Attendance on subcontractors

All sub-contractors shall be attended to by Contractor

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Construction (Part C3.4)

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications for civil engineering construction that are applicable are listed in C3.7.1.

C3.4.1.2 Particular Specifications

The Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are listed in C3.7.1 and included in C3.7.3.

C3.4.1.3 National and International Standards

See Item C3.4.2.5 (b) ii)

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.7.1 are given in section C3.7.2.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

Not Applicable

C3.4.2.2 Facilities provided by the Contractor

i) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six (6)** persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

ii) Contract nameboards (Compulsory)

The Contractor shall provide, erect and maintain two Contract nameboards at such positions and locations directed by the Engineer, which nameboards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described in Item PSAB3-1.

The Contractor shall keep the Contract nameboards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

C3.4.2.3 Site usage

C3.4.2.4 Permits and wayleaves

Not Applicable

C3.4.2.5 Features requiring special attention

(a) Site maintenance

Not Applicable

(b) Testing and quality control

Contractor shall include in their submission the following compulsory required documents that is meter specific.

- i) NRCS (National Regulator for Compulsory Specification) and SANS (South Africa National Standard) Certificates
- ii) ISO (International Organizations for Standardization) Standards Meter Manufacturing
 - ISO 9001 : 2008 Certificate
 - ISO 14001 : 2004 Certificate
- iii) Calibration Certificate
- iv) Applied standard OIML R49:2006 (Organisation International De Metrologie Legale)
- v) ICASA (Independent Communications Authority South Africa) approval certificates
- vi) OEM (Original Equipment Manufacturer) shall supply an official letter confirming twenty-four-month (24) warranty of equipment from date of supply.
- vii) Additional testing by the Engineer – **(Not Applicable)**
- viii) Cost of testing – **(Not Applicable)**

(c) Contractor supplied equipment

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Engineer's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Engineer's use on site.

Calibration or verification, by certified authorities shall be subject to the Engineer's approval:

- prior to the delivery of any equipment to the Engineer; and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months.

The calibration/verification certificate for each item of equipment shall be submitted to the Engineer for approval prior to its use or within seven (7) days of subsequent re-calibration/verification.

Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment shall be included in the tendered price of the smart water meters.

Failure to submit certificates shall result in payment for the equipment being withheld.

(d) Subcontractors

No subcontracting will be allowed.

(e) Opening up and closing down of designated borrow pits

Not Applicable

(f) Access to properties

Not Applicable

(g) Existing residential areas

Not Applicable

(h) Labour-intensive competencies of supervisory and management staff

Not Applicable

(i) Employment of unskilled and semi-skilled workers in labour-intensive works

Not Applicable

(j) Employment of local labour

Not Applicable

(k) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 (GCC 2015) of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 (GCC 2015) of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Contractor shall note retention and limit of retention indicated in Item C1.2 Contract Data, Schedule of Contract Specification Data.

(l) Construction in restricted areas

Not Applicable

(m) Notices, signs, barricades and advertisements

Not Applicable

(n) Workmanship and quality control

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

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

(o) Quality plans and control

The Contractor shall prepare a quality management plan to be followed during the course of the Contract. The Contractor shall supply the Engineer with the quality plan within 14 days after being appointed.

The quality management plan shall

- i. clearly indicate the methods, programmes, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing).
- ii. Include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

C3.4.2.6 Extension of time due to abnormal rainfall

Not Applicable

C3.4.2.7 Recording of weather

Not Applicable

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

The Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms Clause 7.4.1 (GCC 2015) of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.4.4 (GCC 2015) of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

Not Applicable

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Management of the Works (Part C3.5)

C3.5.1 SPECIFICATIONS

The following Specifications are applicable:

- (i) The SANS 1200 Standardized Specifications listed in C3.7.1;
- (ii) The Variations and Additions to the SANS 1200 Standardized Specifications given in C3.7.2;

C3.5.2 PLANNING AND PROGRAMME

C3.5.2.1 GENERAL

The Contractor's Programme to be submitted in terms of Clause 5.6.1 of the Conditions of Contract shall take all matters that may impact the Contractor's sequence of executing the various components of the Works and the requisite rate of progress of the Works, as may be specified in or reasonably inferred from the Contract.

C3.5.2.2 FORMAT

The Construction Programme to be submitted by the Contractor in accordance with the provisions of Clause 5.6.1 of the Conditions of Contract shall;

- (a) Be in the form of a bar chart; and
- (b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path; and
- (c) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract.

The said Programme and all revisions thereto shall also be provided to the Engineers in electronic digital format using the MS PROJECT software.

C3.5.2.3 FAILURE TO MAINTAIN PROGRAMME

If the Programme has to be revised in terms of the Conditions of Contract, because the Contractor is falling behind in its programme, the Contractor shall submit a revised programme of how it intends to regain lost time to ensure completion of the Works before the Due Completion Date within seven (7) days of being requested to do it. The revised programme shall be provided if the Contractor is more than two (2) weeks behind on the original construction programme.

C3.5.2.4 SPECIFIC PROGRAMME REQUIREMENTS

No additional payments will be made to the Contractor in respect of any additional costs as it may incur in consequence of arranging or adjusting its programme to accommodate the said matters and the Contractor's various tendered rates and prices shall be deemed to fully inclusive of such costs.

C3.5.3 ENVIRONMENTAL MANAGEMENT

Not Applicable

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Health and Safety (Part C3.6)

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Not Applicable

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Specifications (Part C3.7)

C3.7.1 LIST OF APPLICABLE SPECIFICATIONS

C3.7.1.1 Applicable SANS 1200 Standardized Specifications

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	:	General (1986)
SANS 1200 AB	:	Engineer's office (1986)
SANS 1200 LF	:	Erf Connections (Water)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.7.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder and bound in document: Smart water meters shall comply with SABS (South Africa Bureau of Standards) Specifications and must be approved in terms of the Trade Metrology Act and Regulations:

SABS No 1529-9: 2008
TMA No 77: 1973
TMR Reg 80: Part II

NOTE:

All smart water meters must be tested and scaled by an authorised official in a SABS 0259 accredited laboratory situated within the borders of the RSA.

C3.7.1.3 National and International Standards

See Item C3.4.2.5 (b) ii).

C3.7.2 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AS WELL AS PARTICULAR SPECIFICATION

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's office
SANS 1200 LF	:	Erf Connections

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

NOTE:

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "PS" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Sub-clauses are numbered sequentially. The clause reference to which a sub-clause refers, either to amend or to add to, is given after the sub-clause heading. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, no clause reference is given in the heading.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

C3.7.2.1 PSA GENERAL (SANS 1200A)

PSA8-1 Miscellaneous Items

An item which in the payment clause column of the Schedule of Quantities refers to this clause (PSA8-1), shall be measured in the unit described.

The sum or rate for each item shall cover the cost of all materials, labour and plant required to execute and complete the work.

C3.7.2.2 PSAB ENGINEER'S OFFICE. (SANS 1200 AB)

PSAB3 Materials

PSAB3-1 Nameboards. (Subclause 3.1)

In Subclause 3.1, the third line, amend the words "South African Institution of Civil Engineers" to read: "Consulting Engineers South Africa"

Two nameboards, manufactured as specified in Subclause 3.1 and as shown on Drawing CES/G/4 shall be provided, and shall be erected, plumb and level, in position as directed by the Engineer.

The Contractor shall supply and erect, at the approved site, a nameboard that shall comply as regards size, painting, decorating and detail, with the recommendations for the standard board of the South African Association of Consulting Engineers. The description of the project and the names and titles of the Employer, Engineer and Contractor to be painted on the boards shall be as ordered or as shown on a drawing.

The board shall be made of tempered hardboard of thickness at least 12 mm, so braced on the reverse side as to prevent warping, and mounted on two or more, as necessary, firmly planted poles.

The painting of the board shall comply with the relevant requirements of CKS 193, and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

C3.7.2.3 PSLF ERF CONNECTIONS (SANS 1200LF)

PSLF3 Materials

PSLF3-1 Stop Taps (Subclause 3.2.1)

Replace sub-clause with:

Restrictor valve

The meter shall be fitted with a restrictor valve, reflux valve and stop valve with the following capabilities:

a) Restrictor Valve

The restrictor valve shall be installed up-stream of the smart meter inside the meter box and shall have the following properties:

- 20mm Polypropylene (PPR) 3 X WAY- Lockable Restrictors Valves Tested and Approved for PN-16 Rating in accordance with the SABS specifications (SANS 16135) and JASWIC approved.
- The valve consists of a special master key and lock to adjust the valve, to avoid tampering.
- The 3 x functions of the valve are open, closed and restricted. When in the (R) restriction mode, the smart flow valve supplies water at the rate of 10kl per month (or to Employer's requirements), at a working pressure of a low pressure of a low pressure (1) one kpa up to a high pressure (1 600) one thousand six hundred kpa at a continuous flow.
- Tested and approved to PN-16 rating as per SABS-SANS specifications: SANS 16135:2009.
- The restrictor valve shall regulate water flow and comply with the governments "Free Basic Water Policy". Self-cleaning shall be instituted with the turn of the Master Key, and to do the switch between open, closed and restrict, without having to remove the valve.
- Restrictor valve to be placed upstream of the meter in water meter box with stop tap placed downstream of the meter also in the meter box.

b) Reflux Valve

The meter shall be fitted with a reflux valve upstream of meter to avoid back flow and possible contamination of water reticulation system.

c) Stop valve

The meter shall be fitted with a 20mm ball valve downstream of smart meter inside the meter box to be operated by the residential owner to cut water flow to the property if and when required.

PSLF3-2 Meters and Surface Boxes (Subclause 3.2.2 and 3.5.3)

PSLF3-2.1 General (Subclause 3.2.2.1)

The meter casing shall be high-performance thermoplastic and internal components shall be high-grade polymer that will not affect the quality of the water.

The meter box and lid shall be modified polypropylene.

All parts of the meter shall be robust, durable and non-corrosive. All parts in contact with water must be water resistant.

The Contractor shall Clearly list all parts of the meter and specify the material of manufacture.

PSLF3-2.2 Product Specification

The smart water meter shall conform to the following:

- a) Measurement by the meter shall be electronic measurements based on the ultrasonic principle.
- b) The meter shall be capable of measuring flow total in both directions, with two independent totalizers to give flow for network management purposes.
- c) A calibration certificate shall be provided showing Class C or better.
- d) The meter installation shall not require the use of straight length upstream and downstream of the water meter to secure its accuracy.
- e) The meter shall be full IP68 rated
- f) The meter shall offer unlimited stable zero so that routine zeroing is not required.
- g) The meter shall indicate burst, leak, reverse, tamper and empty pipe detection.
- h) The meter shall have the ability to change the sensitivity for leak and burst alarms via optical interface
- i) The meter shall be reinforced to PN16 pressure rated.
- j) The meter shall be battery powered (internally) with a minimum of 15-years' operating time on daily read transmission of consumption data via integrated Sigfox (Internet of Things) IoT radio outputs.
- k) The meter shall be certified Sigfox ready class 0, with end product certification available.

PSLF3-2.3 Meter marking and dimensions

The following markings must be external, visible and indelibly marked on each smart water meter:

- a) Unique serial number, having year of manufacturing integrated in the serial number.
- b) Product code
- c) Approval number (SANS/NRCS)
- d) Graphic Flow indicator on meter register
- e) Meter size and Nominal Flow
- f) IP degree
- g) Clearly marked expiry year of battery on meter face plate
- h) An arrow indicating the flow direction shall be indicated on the side of the meter

PSLF3-2.4 Design and Construction Accuracy (Subclause 3.2.2.2)

Meter accuracy shall conform to the stated design standard SANS1529-9:2008. The accuracy of flow measurements shall not be affected irrespective of the angle of installation.

Meter size : 20mm

Minimum Start Flow : 3,5 l/h

Maximum End Flow : 8,5 k l/h

PSLF3-2.5 Register

The register shall indicate volumetric readings in cubic meters and must read to three decimal places, thus to 1 litre.

The display must be easy to read regardless of lighting conditions and temperature. It shall register instantaneous flow readings as well as cumulative flow readings between any two periods.

PSLF3-2.6 Data Storage

The meter shall have in-built storage capacity.

It shall be able to store daily readings for a period of at least 12 calendar months and month end readings for at least 3 years.

The unit must be able to be interrogated via optical connection with a hand-held unit.

PSLF3-2.7 Communication

The registered readings from the meter shall be visible for manual reading, as well as being transmitted to other devices via a network.

Data security is critical and individual key encryption is required to prevent unauthorized access to consumer consumption.

PSLF3-2.8 Cover of register

The register shall have a transparent cover free from bubbles, dirt or other defects that reduce transparency.

Heat treated, breakage resistant glass or a comparable plastic material is preferred.

The cover shall withstand normal ambient conditions and a temperature of 70 degrees Celsius without deformation.

Provision should be made for the removal of condensation on the underside of the cover.

PSLF3-2.9 Security

The components that make the meter accessible such that the correct indications and/or register can be influenced, shall be sealed.

The meter shall detect and prevent unauthorized access and indicate such events on display.

PSLF3-2.10 Meter Communication

The meters in the system shall have integrated Sigfox data communication which enable remote reading of meter count and any information codes in the meters. **The meters must utilise the existing Sigfox IoT network available in George and surrounding towns. No alternative communications networks will be allowed.**

The data communication shall contain the following:

a) Specific meter number

- The meter number shall be transferred with the data communication to verify that the correct meter has been installed at the right consumer.

b) Meter count stated in m3

- The meter count in m³ is the legal unit which can be used for invoicing

c) Information about the daily maximum flow

- Daily maximum flow shall provide the possibility of checking if the relevant meter is correctly dimensioned. The correct dimensioning of a meter results in the avoidance of losses.

d) Information about unauthorized access to the meter

- To ensure that all consumed water is invoiced, it is important that the information about attempts of tampering the meter is part of the remotely read data.

e) Information about return flow and/or air in the meter

Registration of return flow can be an important parameter in connection with

- the detection of possible pollution sources in case of external supply of polluted water which is delivered into the tap water supply. In case of polluted water, one can use the remotely read registration of return flow to quickly troubleshoot and normalize the situation.
- As mentioned under PSLF3-1 the meter shall be fitted with a reflux valve that prevents return flow.
- It shall be possible to read the meter at least once a day.
- The meter shall be configured in such a way that the data communication is disconnected until immediately after installation.
- With the data communication disconnected until the time of installation, will ensure that the battery is not drained by the data communication while the meter is in stock.
- To avoid that the consumers are visited repeatedly, it is appropriate that the radio communication is initiated automatically and not dependent on the memory of the installer.
- The meter shall be equipped with an internal IoT radio

PSLF3-2.11 Meter Box

- a) Meter box to be fitted with 22mm female BSP thread (plastic reinforced) in- and outlet.
- b) Size of box: ±310mm (length) x ±180mm (height) x ±150mm (width)
- c) Meter box wall thickness to be a minimum of 4mm
- d) Meter box to be fitted with a base plate to prevent the ingress of soil.
- e) Meter box lid to be of the hinged variety with the securing pin moulded in identical modified polypropylene to ensure compatibility.
- f) Lid to be fitted with tamper proof dual action locking mechanism which can only be opened with a special key.
- g) The internal pipework is manufactured from 30% glass reinforced Nylon
- h) Meter couplings to be so designed that they retract to create a gap when loosened, thus allowing easy removal of the meter without having to apply pressure to force the connectors away from the meter.
- i) Couplings to be further so designed to form a perfect seal without the aid of 'O' rings, or rubber washers.
- j) Joints to all fittings in the meter box to be fusion welded to prevent leaks.
- k) All meter boxes to be pressure tested with air to 600Kpa and pressure tested to SABS – 558:2016

PSLF3-2.12 Retrofit Device Requirements

A Smart retrofit Sigfox enabled transceiver allowing to transmit data from pulse enabled water meters (Elster, Precision, Sensus and various other meter manufacturer compliance).

The requirements of the retrofit device shall include:

- IP68 Rated
- Integrated and external Hall Effect / Reed switch Support
- Suited for Sub and Main meters with Pulse capability

- Standalone operation
- Tamper and Burst Detection
- Up to 5-year battery life
- Remote Configuration Capability
 - Interval
 - Water Balancing
 - Burst
 - Time Synchronisation
- Battery Replaceable
- Easy to Install
- Support Sigfox in best radio frequency

The Retrofit device data shall already be integrated into the existing George Municipal End Consumer Application.

PSLF5 Construction Management Software Requirements

PSLF5-1 System Communication

The registered reading from the meter shall be visible for manual readings via local optical, as well as being transmitted to the management system via the Sigfox IoT network. Point to point communication between meter and utility reporting system shall take place via an existing Sigfox IoT network in George, with no need for additional hardware between meters and communication network.

The following shall be complied with:

- a) Data security is critical and individual key encryption is required to prevent unauthorized access to consumer consumption.
- b) A Cloud deployment model is required.
- c) The Portal service should be available 24 hours a day, 7 days a week,

PSLF5-2 System requirements

The following requirements shall be met:

- a) Portal should be available on Internet Explorer 9+
- b) Compatible with latest version of Chrome
- c) Compatible with latest version of Firefox
- d) Compatible with latest version of Opera
- e) Compatible with Safari

PSLF5-3 Utility Web Based Management Portal

The following requirements shall be met:

- a) This application allows the Municipality to view and track consumption data and patterns as well as retrieve meter readings,
- b) View and generate dashboards, view and generate reports across the entire meter install base.
- c) User Registration and account activation via email
- d) Forgot Password Journey

PSLF5-4 Dashboards

The following requirements shall be met:

- a) Device Status Dashboard – plotting all devices on a screen.
- b) GIS Mapping Layer and providing key information on each meter such as
 - Name of consumer
 - Meter number
 - Last reading date/timestamp
 - Total and Average kℓ over the last 30 days
 - Pattern graph to visualize the monthly trend.
- c) Export Dashboard data to PDF, image and Excel

PSLF5-5 Consumption Overview Dashboard

The following requirements shall be met:

- a) Consumption data based on a selection of meter/s over a specified date range.
- b) Total and average consumption for the period, for the selected meter/s are displayed.
- c) Drill down feature provided in the graph control to obtain a view of hourly consumption figures if available.
- d) Export Dashboard data to PDF, image and Excel.

PSLF5-6 Consumption Per Building/ Area Dashboard

The following requirements shall be met:

- a) Breakdown of consumption data across multiple Buildings, for the past 3 months, should the meters be Installed across multiple properties.
- b) Total and average consumption for the period, for the selected meters
- c) Export Dashboard data to PDF, image and Excel.
- d) Consumption Year to Date Dashboard
- e) Consolidated view of all consumption, per month, for the year to date, across all meters total and average
- f) Consumption for the periods is displayed and exported

PSLF5-7 Reports

The following requirements shall be met:

- a) Last Readings Report – Input Parameters: Start/End.
- b) Date, Meter Number. Report Information Returned.
- c) Meter Number, Service Point Name, Reading Date.
- d) Last Reading for Day Time Stamp, Reading Value.
- e) Export report data to PDF, XLS, XLSX, RTF, DOCX, MHT, HTML, Text, CSV and Image. (Various export data formats)
- f) All Meters Report – Meter information report for all meters. Report Information Returned: Meter Number, Meter Model, Service Point, Last Reading Date, Last Reading Value, Building Name, Address1, Address2, Address3, GPS Lat, GPS Long. Export report data to PDF, XLS, XLSX, RTF, DOCX, MHT, HTML and Text,

- g) Consumption per meter Report - Input Parameters: Start/End Date. Report Information Returned: Meter Number, Service Point, Start Reading Date, End Reading Date, Start Reading Value, End Reading Value Building Name, Usage (KL). Export report data to PDF, XLS, XLSX, RTF, DOCX, MHT, HTML, Text, CSV and Image.

PSLF5-8 Customized User Dashboards

The following requirements shall be met:

- a) Customisation of user dashboards shall be available
- b) Portal shall be able to export meter readings for billing purposes.

PSLF5-9 System identity and authentication

The following requirements shall be met:

- a) User authentication required in the form of username and password,
- b) User shall have ability to reset password
- c) Account verification is required prior to initial log in

PSLF5-10 Audit Information for Users

The following requirements shall be met:

- a) Users shall have access to user activity audit information,
- b) Audit data shall be stored for at least 12 months,
- c) System logs shall be stored for at least 12 months,

PSLF5-11 Meter Specific Alarms

The Following Meter Specific Alarms shall be available via the Utility Portal or Notification Email:

- a) Daily Meter leak alarm detection notification.
- b) Meter bursts.
- c) Meter dry alarms.
- d) Meter reverse flow.

PSLF5-12 Integration of Smart Water Meters into existing System

The following integration requirements shall be met:

PSLF5-12.1 Billing System

The George Municipality currently utilises the SAMRAS Billing System for the provision of billing of water consumption, rates and services. To ensure that there is no interruption in the monthly billing operations, it is required that the bidder have experience in integration with the said billing system. The integration must be inline with Municipal Standard Chart of Accounts (mSCOA) requirements. This integration is required to enable automated monthly billing registers to ease and shorten the monthly billing cycle from meter reading to bill publishing. The Management Software must allow for integration into the municipal financial system. Billing files must be made available monthly via flat file integration.

PSLF5-12.2 Existing (Electricity Prepayment Vending System

The Municipality currently utilises a Smart (Electricity) Prepaid Vending System named Pyxis. The Municipality currently recovers debt and auxiliaries via the vending system as part of the monthly standard operating procedures. The Municipality intends to incorporate the automated water readings as part of the recoveries. Having existing integration with the existing vending system ensures that recoveries can be included as quickly as possible, not being delayed by lengthy integration delays.

PSLF5-12.3 Existing End Consumer Application

The Smart Sigfox Meters and Smart Sigfox Retrofit devices must be integrated into the existing George Municipal End Consumer Application and compatible with the meter solution offered. Proof must be provided on a letterhead from the existing George Municipal End Consumer Application service provider.

The integration must allow for:

- a) Daily usage limit alerts
- b) Leak alarms notification,
- c) Device leakage status
- d) Fault logging / reporting
- e) Daily usage for user monitoring
- f) Monthly billing usage to recover auxiliaries via prepaid electricity account
- g) Monthly billing usage to be used for monthly billing accounts

PSLF6**PSLF6-1 Functional Compliance Schedule**

Bidders to tick "yes" or "no" regarding their compliance with the required functional compliance schedule. Items marked with asterisk "*" are deemed mandatory.

a) Smart Meters:

Item No.	Comply:	Yes	No
1	The Smart Water meters has Ultrasonic flow measurement. *		
2	The water meter has Sigfox IoT integrated communications, with no need for additional network hardware. *		
3	The electronic meter must have no moving parts.		
4	Water Meter must be resistant to any impurities in the water.		
5	The meter must be able to measure both water and ambient temperatures.		
6	Water meter must be able to detect water leakage utilising low leak limits. *		
7	The meter must be waterproof, having an IP68 rating.		
8	Smart Meter must have a 15-year battery operating life. * (With daily data outputs)		

b) Meter Management System

Item No.	Comply:	Yes	No
1	The system must comply with George Municipalities web standards, branding requirements and access standards. *		
2	This application allows the municipality to view and track consumption data and patterns, retrieve meter readings		
3	Must be able to deploy system within four weeks		
4	System must have functional integration to ultrasonic meters via Sigfox network. *		
5	Service provider to furnish supporting letter and or documentation displaying support of Sigfox communication network from licensed Sigfox network provider in South Africa		
7	The system must have the functionality to export smart water meter consumption data and apply relevant domestic tariff for billing functionality (if required)		

PSLF8 Measurement and Payment

PSLF8-1 Smart Water Meters (Subclause 8.2-4)

Cost shall cover supply and deliver of smart water meter, valves and box complete.

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T\ING\006\2022

**SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT
FOR THE PERIOD OF THREE (3) YEARS**

Site Information (Part C4)

C4 Site Information

No Applicable

SUPPLY AND DELIVERY OF SMART WATER METERS AND AFTER SALES SUPPORT FOR THE PERIOD OF THREE (3) YEARS

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Drawings (Part C5)