

CLUSTER
Trading Services

UNIT
Water and Sanitation

DEPARTMENT
Sanitation Operations

PROCUREMENT DOCUMENT
INFRASTRUCTURE

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Contract No: WS-7800

Contract Title: Contracting of the Mechanical/Electrical Servicing, Ad Hoc Repair and Refurbishment Function: Water Pump Stations (WPS) / Water Treatment Works (WTW) / Miscellaneous Plant: 36 Month Duration – Western Area

Est. CIDB Grade/ Class: 7 ME or EB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Non-Compulsory Clarification Meeting

Meeting Location, Date, Time: All interested Bidders should send an e-mail on the 30 July 2024 to Binay.Maharaj@durban.gov.za to receive the meeting invite on MS Teams at 10:00am on 31 July 2024

Queries can be addressed to: B. Maharaj Pr. Eng.
The Employer's Agent's: Tel: 031 311 8864
Representative: eMail: Binay.Maharaj@durban.gov.za
All queries to be submitted via email by 08 August 2024 and a consolidated list of answers to be published on eThekweni Municipality's website on 15 August 2024

TENDER SUBMISSION

Delivery Location: The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban

Closing Date/ Time: Friday, 23 August 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Sanitation Operations

Date of Issue: 19/07/2024

Document Version 01/03/2024

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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PART T1: TENDERING PROCEDURES**T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the Contracting of the Mechanical/Electrical Servicing, Ad Hoc Repair and Refurbishment Function: Water Pump Stations (WPS) / Water Treatment Works (WTW) / Miscellaneous Plant: 36 Month Duration – Western Area.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Sanitation Operations	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 7 ME or EB (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	All interested Bidders should send an e-mail on the 30 July 2024 to Binay.Maharaj@durban.gov.za to receive the meeting invite on MS Teams at 10:00am on 31 July 2024	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: B. Maharaj Pr. Eng. Tel: 031 311 8864 eMail: Binay.Maharaj@durban.gov.za All queries to be submitted via email by 08 August 2024 and a consolidated list of answers to be published on eThekweni Municipality's website on 15 August 2024	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 23 August 2024 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	Either the 80/20 or 90/10 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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.

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekwini Municipality as represented by: Deputy Head: **Sanitation Operations**

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekwini Municipality's Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and employer's agent: The Employer's Agent's Representative is:

B. Maharaj Pr. Eng.

Tel: 031 311 8864

eMail: Binay.Maharaj@durban.gov.za

All queries to be submitted via email by 08 August 2024 and a consolidated list of answers to be published on eThekwini Municipality's website on 15 August 2024

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.1.6 Procurement procedures: The competitive selection procedure shall be applied.

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted:

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.1.2 Eligibility: CIDB

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

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the **ME or EB** class of construction work; and
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **ME or EB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

It should be noted that this contract is not part of a Targeted Development Programme (TDP). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status do not apply.

F.2.1.3 Eligibility: Tenderer's Experience

Eligibility of the tender's experience does not apply to this tender.

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekweni Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting:

All interested Bidders should send an e-mail on the 30 July 2024 to Binay.Maharaj@durban.gov.za to receive the meeting invite on MS Teams at 10:00am on 31 July 2024

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

F.2.12 Alternative tender offers: No alternative tender offers will be considered.

F.2.13 Submitting a tender offer: Submissions must be submitted on official submission documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : **WS-7800**
- Contract Title : **Contracting of the Mechanical/Electrical Servicing, Ad Hoc Repair and Refurbishment Function: Water Pump Stations (WPS) / Water Treatment Works (WTW) / Miscellaneous Plant: 36 Month Duration – Western Area**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban**

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**WS-7800 – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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

F.2.15 Closing time: The closing time for delivery of tender offers is:

- Date : **Friday, 23 August 2024**
- Time : **11h00**

F.2.16 Tender offer validity: The Tender Offer validity period is **120 Days from the closing date for submission of tenders.**

F.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in T2.2.21 of this procurement document.

F.2.23 Certificates: Refer to **T2.1** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Reference is also to be made to returnable form T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to

be entered on Returnable Document T2.2.1: “Compulsory Enterprise Questionnaire”. Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

Compensation Commissioner

Reference is also to be made to returnable form T2.2.13: “Eligibility: Registration with Compensation Commissioner”.

The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Reference is also to be made to returnable form T2.2.14: “Eligibility: CSD Registration Report”.

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

CIDB Registration

Reference is also to be made to returnable form T2.2.15: “Eligibility: Verification of CIDB Registration and Status”.

Registration with the CIDB must be reflected as “Active” at time of tender closing.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website (<https://registers.cidb.org.za/PublicContractors/ContractorSearch>).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture (<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>).

The date of obtaining the CIDB printout(s) is to be indicated on the printout.

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.
- F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).”
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.
- F.3.11 Evaluation of Tender Offers:**

Eligibility

Refer to F.2.1.1 and F.2.1.2 for the eligibility criteria. Eligibility of the tender’s experience (F.2.1.3) does not apply to this tender.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: “Additional Conditions of Tender”, more specifically T1.2.3.5.

Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

It is unclear (at the time of advertising) which of the two preference point systems applies, either the **80/20 or 90/10** preference point system will apply, determined by the price offered by the lowest acceptable tender.

Preference Points

Reference is also to be made to T2.2.7: “MBD 6.1: Preference Points Claim”.

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**
Goal Weighting: 100%

The tendering entity’s **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer’s claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1=100%)	Equals 0%	0	0
	Between 0% and 51%	8	4
	Greater or equal to 51% and less than 100%	16	8
	Equals 100%	20	10
Gender: Female (w2=0%)	Equals 0%	0	0
	Between 0% and 51%	0	0
	Greater or equal to 51% and less than 100%	0	0
	Equals 100%	0	0
Disabilities (w3=0%)	Equals 0%	0	0
	Between 0% and 51%	0	0
	Greater or equal to 51% and less than 100%	0	0
	Equals 100%	0	0
Maximum Goal Points:		20	10

The **Weightings** of the **Ownership Categories** will be:

- w1 = 100%, w2=0%, w3=0% (where: w1 + w2 + w3 = 100%)

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). Zero points will be awarded if the consolidated BBBEE certificate is not provided.
- Agreement for a Consortium, Joint Venture, or Trust.

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- (c) 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.
- (d) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- (g) 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**.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

It is the intention of the Employer to award each area to a single independent contractor. Therefore, only one independent contractor shall be appointed under WS7797, WS7798, WS7799 or WS7800 and no independent contractor shall be appointed to more than one area. Refer to Clause C1.2.3.5 of the Additional Conditions of Contract.

F.3.15 Complete adjudicator's contract: Refer to the **General Conditions of Contract** and the **Contract Data**.

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name,

eg. "**WS-7800 – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za
 P O Box 1394
 DURBAN, 4000

T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

T1.2.3.4 Targeted Procurement

(SCMP Cl.52.21(d) If feasible to contract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

The subcontracting requirements of this contract is 30%.

T1.2.3.5 Functionality Specification

The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Experience of Tenderer		30
Project Organogram and Experience of Key Staff	Contracts Manager	20
	Mechanical Superintendent	15
	Electrical Superintendent	15
	Mechanical Artisan A	5
	Mechanical Artisan B	5
	Electrical Artisan A	5
	Electrical Artisan B	5
Maximum possible score for Functionality (M_s)		100

The minimum number of evaluation points for Functionality is **60**. Only those tenderers who achieve

the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

Functionality Criteria	Returnable Schedules
Experience of Tenderer	T2.2.16 Experience of Tenderer
Project Organogram and Experience of Key Staff	T2.2.17 Proposed organization and staffing T2.2.18 Key Personnel T2.2.19 Experience and Qualification of Key Personnel

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

1. **“similar nature”** implies projects where the scope of works entails the management and provision of mechanical and electrical maintenance in waste water and water pump stations and waste water and water treatment works **where the value of works is within 70% of the tendered value**. The experienced gained in completed projects shall include as a minimum the maintenance of:
 - a) Pumps (Centrifugal pumps such as submersible, immersible, end-suction, close-coupled, multi-stage pumps, axially split and positive displacement pumps) and;
 - b) Valves (Non-return, wedge gate, control valves and butterfly valves) and;
 - c) Pipework (Fabrication and installation of spool pieces, reducers and flanges) and;
 - d) Motors (3 Phase and single phase motors) and;
 - e) LV installations (lighting, motor control centres including various starting methods such as VSD, star-delta, soft starter and DOL, distribution panels, PLC’s, instrumentation and control panels).

Projects that will **not** be considered as “similar nature” shall be:

 1. Civil engineering contracts (building works, construction works, maintenance works)
 2. Supply only and supply and installation only contracts
 3. Control and instrumentation contracts
 4. Capital only contracts without a maintenance period
2. **“relevant experience”** implies experience on the scope of works in projects of a similar nature;
3. **“successfully completed”** implies a project has been completed on time and to specification
4. **“currently undertaking”** implies a project where a valid legal contract is in place and whereby progress thus far has been according to the project timelines and specifications.
5. **“accredited degree / diploma”** implies a minimum NQF 6 qualification within mechanical or electrical engineering, from a registered University or Institute of Technology, **and** registration as a Professional Engineering Technician with ECSA.
6. **“qualified mechanical artisan”** implies a mechanical fitter, fitter and turner or millwright in receipt of a trade test certificate as recognised by the Department of Labour.
7. **“qualified electrical artisan”** implies an electrician or millwright in receipt of a trade test certificate as recognised by the Department of Labour.
8. **“installation electrician”** implies a qualified electrical artisan in receipt of an installation electrician certificate or master installation electrician certificate issued by the Department of Labour.
9. **“managing”** implies being responsible for the output of a contract with duties referenced to Clause C3.1.4.1 for the Contracts Manager.
10. **“supervising and coordinating”** implies have artisans report to you and control their activities with duties referenced to Clause C3.1.4.3 for the Electrical Superintendent and C3.1.4.5 for the Mechanical Superintendent.
11. **“performing”** implies doing work as an artisan with duties referenced to Clause C3.1.4.4 for the Electrical Artisan and C3.1.4.6 for the Mechanical Artisan.

Criterion: Tenderer's Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed or currently undertaking <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed and/or currently undertaking <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed and/or currently undertaking <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed and/or currently undertaking <u>5 to 6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed and/or currently undertaking <u>6 + projects</u> of a similar nature within the past 10 years.

Note: The tenderer must submit information for one Contract Manager. **The Contract Manager shall not be permitted to assume the role of Mechanical Superintendent, Electrical Superintendent, Electrical Artisan, Mechanical Artisan, Boilermaker/Welder, Administrator, Assistant or Handyman.**

Criterion: Experience of Key Staff : Contract Manager	
Level 0	No information provided; OR submission of no substance / irrelevant information provided OR Have an <u>accredited diploma/degree</u> and less than 3 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .
Level 1	Have an <u>accredited diploma/degree</u> and a minimum of 3 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .
Level 2	Have an <u>accredited diploma/degree</u> and a minimum of 4 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .
Level 3	Have an <u>accredited diploma/degree</u> and a minimum of 5 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .
Level 4	Have an <u>accredited diploma/degree</u> and a minimum of 6 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .
Level 5	Have an <u>accredited diploma/degree</u> and a minimum of 7 years relevant experience in <u>managing</u> contracts of a <u>similar nature</u> .

Note: The tenderer must submit information for one Mechanical Superintendent and one Electrical Superintendent that will be made available for the contract. Each superintendent may score a maximum of 15 points. **In the case of a millwright, the tenderer shall be restricted to submitting that personnel's information for evaluation for either a Mechanical Superintendent or Electrical Superintendent and not both. The Mechanical Superintendent and Electrical Superintendent shall not be permitted to assume the role of Contracts Manager, Electrical Artisan, Mechanical Artisan, Boilermaker/Welder, Administrator, Assistant or Handyman.**

Criterion: Experience of Key Staff:	Mechanical Superintendent	Electrical Superintendent
Level 0	No information provided; OR submission of no substance / irrelevant information provided OR <u>Qualified mechanical artisan and less than 3 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	No information provided; OR submission of no substance / irrelevant information provided OR <u>Qualified electrical artisan and installation electrician and less than 3 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .
Level 1	<u>Qualified mechanical artisan and a minimum of 3 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	<u>Qualified electrical artisan and installation electrician and a minimum of 3 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .
Level 2	<u>Qualified mechanical artisan and a minimum of 4 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	<u>Qualified electrical artisan and installation electrician and a minimum of 4 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .
Level 3	<u>Qualified mechanical artisan and a minimum of 5 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	<u>Qualified electrical artisan and installation electrician and a minimum of 5 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .
Level 4	<u>Qualified mechanical artisan and a minimum of 6 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	<u>Qualified electrical artisan and installation electrician and a minimum of 6 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .
Level 5	<u>Qualified mechanical artisan and a minimum of 7 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .	<u>Qualified electrical artisan and installation electrician and a minimum of 7 years</u> relevant experience in <u>supervising and coordinating</u> work of a <u>similar nature</u> .

Note: The criteria will be same for Artisan A and B for both Mechanical and Electrical. The tenderer must submit information for two Mechanical artisans and for two Electrical artisans that will be made available for the contract. Each artisan may score a maximum of 10 points. **In the case of a millwright, the tenderer shall be restricted to submitting that personnel's information for evaluation for either a Mechanical Artisan or Electrical Artisan and not both. The Mechanical or Electrical Artisan shall not be permitted to assume the role of Contractors Manager, Mechanical Superintendent, Electrical Superintendent, Boilermaker/Welder, Handyman, Assistant or Administrator.**

Criterion: Experience of Key Staff:	Mechanical Artisan (A and B)	Electrical Artisan (A and B)
Level 0	No information provided; OR submission of no substance / irrelevant information provided OR <u>Qualified mechanical artisan and less than 3 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	No information provided; OR submission of no substance / irrelevant information provided OR <u>Qualified electrical artisan and less than 3 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .
Level 1	<u>Qualified mechanical artisan and a minimum of 3 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	<u>Qualified electrical artisan and a minimum of 3 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .
Level 2	<u>Qualified mechanical artisan and a minimum of 4 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	<u>Qualified electrical artisan and a minimum of 4 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .
Level 3	<u>Qualified mechanical artisan and a minimum of 5 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	<u>Qualified electrical artisan and a minimum of 5 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .
Level 4	<u>Qualified mechanical artisan and a minimum of 6 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	<u>Qualified electrical artisan and a minimum of 6 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .
Level 5	<u>Qualified mechanical artisan and a minimum of 7 years</u> relevant experience in <u>performing</u> as a mechanical artisan in work of a <u>similar nature</u> .	<u>Qualified electrical artisan and a minimum of 7 years</u> relevant experience in <u>performing</u> as an electrical artisan in work of a <u>similar nature</u> .

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 19 to 68.

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise’s representative		
1.3	ID Number of enterprise’s representative		
1.4	Position enterprise’s representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR	
1.7	VAT registration number, if any:		
1.8	CIDB registration number, if any:		
1.9	Department of Labour: Registration number		
1.10	Department of Labour: Letter of Good Standing Certificate number		
2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			
2.4			
3.0 Particulars of companies and close corporations			
3.1	Company registration number, if applicable:		
3.2	Close corporation number, if applicable:		
3.3	Tax Reference number, if any:		
3.4	South African Revenue Service: Tax Compliance Status PIN:		

4.0 Record in the service of the state (Insert on a separate page if necessary)

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

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

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

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

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

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.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This returnable is not applicable as the clarification meeting is not compulsory.

This is to certify that:

(tenderer name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / 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:	Name:
Signature:	Signature:
Capacity:	Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the tenderer, must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

- 4 Details of resources I propose:
(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) Positions to be filled by persons to be trained or hired:

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.5 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: “**in the service of the state**” means to be:

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state? If yes, furnish particulars:	Circle Applicable	
	YES	NO
.....		
3.9 Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES	NO
	

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.6 MBD 5: 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.

	Circle Applicable	
1.0 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.		
2.0 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 towards 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.		
3.0 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.		
4.0 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, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

Reference is to be made to Clause F.3.11 of the Tender Data.

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

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

1.0 GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

2.0 DEFINITIONS

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	20	N//A		X
Ownership Goal: Gender (female)	0	N//A		X
Ownership Goal: Disabilities	0	N//A		X
Total CLAIMED Points (Maximum of 20 for 80/20 system)				X

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.8 MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(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.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 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)?

The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide 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	NO
-----	----

4.3.1 If YES, provide 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	NO
-----	----

4.4.1 If YES, provide 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	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- 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.
- 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 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.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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, on behalf of:

(Name of Bidder)

that:

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.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

It is also confirmed that the requirements, as stated on the Addenda, have been complied with.

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer’s place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

.....

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

Clause 80: Employer to register with commissioner and furnish him with particulars

The Act requires that an Employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 82: Employer to furnish returns of earnings

The Act requires an Employer to furnish the commissioner with a return showing:

- The amount of earnings paid by him to his employees.
- Any further information as may be prescribed or as the commissioner may require.

Any Employer who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 86: Assessment to be paid by an employer to commissioner

The Act states that an Employer will receive notices of assessment from the commissioner. The Employer must pay the commissioner the assessment amount on the notices.

Clause 89: Mandators and contractors

The Act requires a contractor (a person with a contract with a mandator) to register as an Employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in “good standing” with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfoonline.labour.gov.za/VerifyLOGS>).

Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

SUPPLIER IDENTIFICATION			
Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

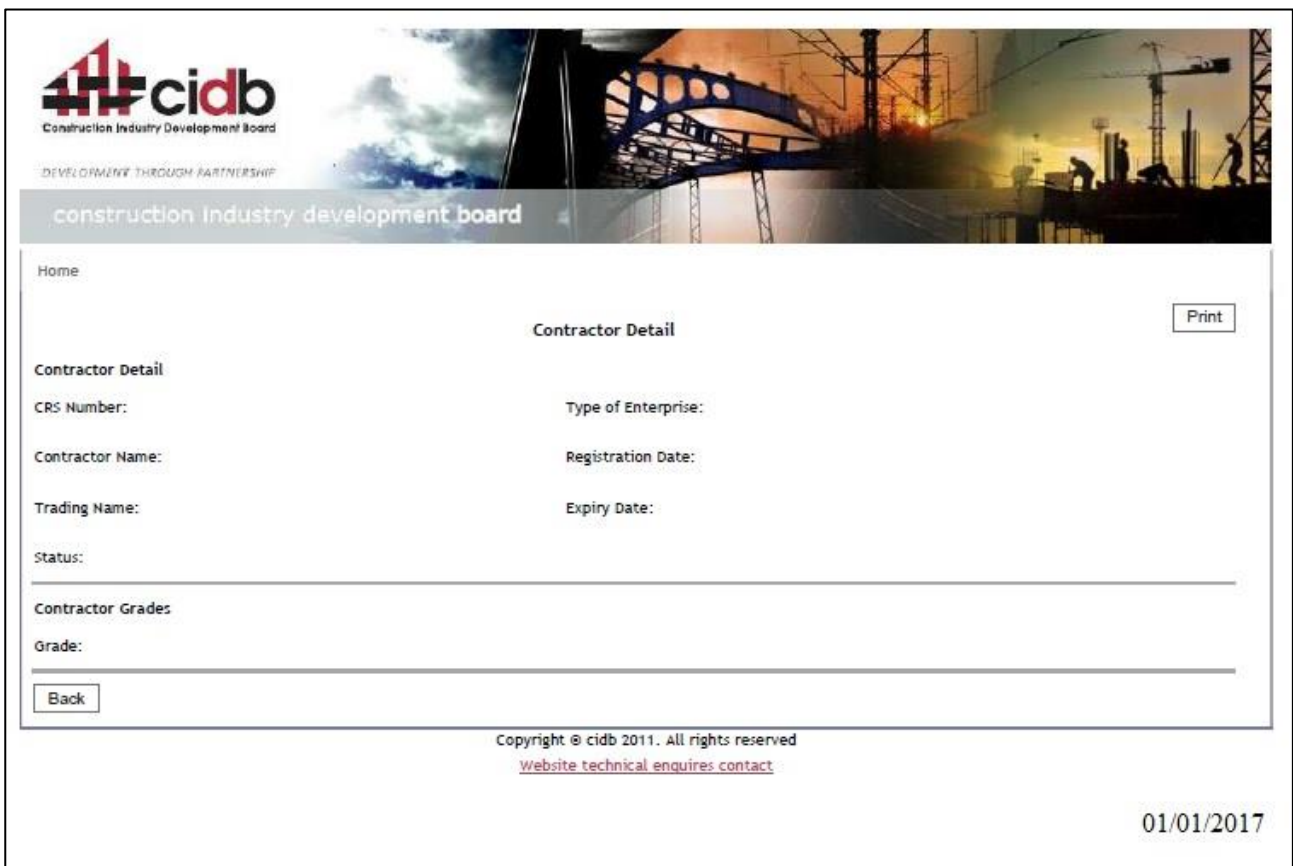
T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.



Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 EXPERIENCE OF TENDERER

Refer to Clause F3.11 for Functionality Points evaluation prompts.

It is compulsory for the tenderer to complete this form and duplicate and attach for each experience submission. All references stated shall be contacted by the Employer for verification, therefore the tenderer must ensure that references’ details are correct. Experience as a Main Contractor will only be considered. Tenderers are to submit copies of signed completion certificates for all projects submitted. Where options are provided (), only one (1) selected option should be clearly marked with a “ X “.

Table 1: Documentation / Information Requirements

Note: an “X” in this table indicates that the associated documentation must be provided, if applicable.	Proof of Sub-Contract Agreement Note 1	Letter of Award OR Form of Offer & Acceptance Note 2	Most recent Payment Certificate with Quantities summary Note 3	Final Payment Certificate with Quantities summary Note 4	Completion Certificate Note 5	NB Covering letter and Scope of Work Note 6
Current Contracts	/	X	X	/	/	X
Completed Contracts	/	X	/	X	X	X
NOTES						
Note 1	Must include the names of the parties, the managing entity’s name, the effective dates, and the signature(s) page, all pertaining to the agreement.					
Note 2	Issued by the Client / Employer.					
Note 3	Proof of the most recent payment received from the Main Contractor or Client/ Employer, with a summary breakdown of quantities.					
Note 4	Proof of the final payment received from the Main Contractor or Client/ Employer, with a summary breakdown of quantities.					
Note 5	Issued by the Client/ Employer.					
Note 6	<p>NB: Without this information the experience submission cannot be considered.</p> <ul style="list-style-type: none"> This submission must include a covering letter indicating how the works was carried out, as a Main Contractor, is of “similar nature” as per Clause T1.2.3.5. The overall contract Scope-of-Work is to be provided. The description of the Scope-of-Work is to be inserted into the returnable form in Part T2, or if available as a hard copy (max. 5 pages) attached to the form with the other relevant, associated, supporting documentation. 					
Failure to submit the returnable form in Part T2.2.16, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission						

Criterion: Tenderer’s Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed or currently undertaking <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed and/or currently undertaking <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed and/or currently undertaking <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed and/or currently undertaking <u>5 to 6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed and/or currently undertaking <u>6 + projects</u> of a similar nature within the past 10 years.

Experience No. (for example: Experience Claim 1)																									
Tenderer's CIDB Grade:		1*	2*	3*	4*	5*	6*	7*	8*	9*	Similar Nature Work will only be considered														
Tenderer's CIDB Class		ME'				EB'				If not ME or EB state CIDB class:															
Client / Employer:		Entity Name:																							
		Contact Name:																							
		Contact Tel:																							
		Contact Cell:																							
		Contact email / other:																							
Contract Details		Contract Number:																							
		Contract Title:																							
		Has this Contract been completed?		Y*	N*	Commencement Date:		d	d	m	m	2	0	y	y	Completion Date (if applicable):		d	d	m	m	2	0	y	y
		Tendered Value (Contract Sum):		R				Final Contract Price:				R													
Was a portion of the Contract sub-contracted?		Y'		N'		Value of Contract Sub-contracted:																			
Details of the work sub-contracted and state if it was part of an empowerment strategy																									
Contract Scope-of-Work (Description of Works components)		If available in hard copy, the Scope-of-Work can be attached. Only include the Scope-of-Work (contract description). <u>The Specification is not required.</u>																							

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11 for Functionality Points evaluation prompts.

The tenderer shall propose the structure (organogram) and composition of their team which shall include a contracts manager, an administrator, a mechanical superintendent, an electrical superintendent, two mechanical artisans, two electrical artisans, a boilermaker/welder, a handyman, four assistants and a health and safety officer as a minimum.

The structure and composition of staffing must indicate which staff is permanent and temporary.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.18 KEY PERSONNEL

Refer to Clause F3.11 for Functionality Points evaluation prompts.

The Tenderer shall list below the personnel which he/she intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally. The minimum number of staff required for this contract is indicated on the table below.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Contracts Manager		
Administrator		
Mechanical Superintendent		
Electrical Superintendent		
Mechanical Artisan		
Electrical Artisan		
Boilermaker/Welder		
Handyman		
Assistants – Mechanical, Electrical, Boilermaker/Welder and Handyman		
Health and Safety Officer		
Other:		
Other:		

Note: CVs of all personnel will be requested at the start and during the contract period.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.19 EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL

Refer to Clause F3.11 or Functionality Points evaluation prompts.

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) Qualifications, trade test and driving licence. Where applicable to the role, computer literacy will be assessed as well.
- 2) Experience gained in roles such as managing, supervising, coordinating and performing.
- 3) Relevance of the experience gained will be assessed against the criteria of similar nature.

A CV of the contracts manager, mechanical superintendent, electrical superintendent, two mechanical artisans and two electrical artisans should be attached to this schedule. CVs must include the information required on this page and in the tables below for that relevant staff.

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications, certificates and licence. Certified copies must be provided.
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

The tenderer shall complete the tables below, in full, for the contracts manager, mechanical superintendent, electrical superintendent, two mechanical artisans (A and B) and two electrical artisans (A and B). Should the tables not be completed in full and/or CV's provided do not have the requested information, functionality points shall be determined based on the evaluation of what is provided in their submission and the Employer will not request for more information. The tenderer is also compelled to complete the information honestly.

The tender shall be required to reproduce the tables for purposes of inserting more than one reference if the period claimed for experience is not covered by the duration of employment or contract of a single reference. Failure to do so will result in the duration of experience claimed to be covered by the references recorded in the tables below and the functionality points shall be determined by that duration.

Contract Manager	
Name and Surname:	
Date of Birth:	
Qualifications	
Do you have an accredited degree/diploma (Yes/No):	
If yes,	
Name of Institution:	
Qualification:	
Date Obtained:	
Are you registered in a Professional category with ECSA in the Mechanical/Electrical discipline?	
If yes,	
Category of Registration (Pr.Eng/Pr.Tech/Pr.Techni)	
Discipline of registration (Mechanical/Electrical)	
Registration Number:	
Other qualifications:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	
Computer Literacy	
Are you computer literate (Yes/No):	
Are you competent in Microsoft Applications:	
If Yes tick below,	
MS Word:	
MS Excel:	
MS Teams:	
MS PowerPoint:	
MS Outlook:	
State other Microsoft Applications you are competent in:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Contracts Manager. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in managing contracts of a similar nature (Yes/No):	
If yes,	
State years of experience in managing contracts of a similar nature:	
Reference	
Client:	
Budget:	
State the scope of works:	
Role in contract:	
Date of award/commencement:	
Date of completion:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

Mechanical Superintendent	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified mechanical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Other qualifications:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

.....

***Duplicate the page if there is more than one reference for a particular experience period for the Mechanical Superintendent. Indicate the period under the Experience No.:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in supervising and co-ordinating work of a similar nature (Yes/No):	
If yes,	
State years of experience in supervising and co-ordinating work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____

Electrical Superintendent	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified electrical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Are you an installation electrician or master installation electrician (Yes/No):	
If yes,	
Certificate Number:	
Date Issued:	
Other qualifications:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Electrical Superintendent. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in supervising and co-ordinating work of a similar nature (Yes/No):	
If yes,	
State years of experience in supervising and co-ordinating work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____

Mechanical Artisan A	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified mechanical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Other qualifications:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Mechanical Artisan A. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in performing as a mechanical artisan in work of a similar nature (Yes/No):	
If yes,	
State years of experience in performing as a mechanical artisan in work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

Mechanical Artisan B	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified mechanical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Other qualifications:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Mechanical Artisan B. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in performing as a mechanical artisan in work of a similar nature (Yes/No):	
If yes,	
State years of experience in performing as a mechanical artisan in work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____ **Date**

SIGNATURE: _____

Electrical Artisan A	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified electrical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Electrical Artisan A. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in performing as an electrical artisan in work of a similar nature (Yes/No):	
If yes,	
State years of experience in performing as an electrical artisan in work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

Electrical Artisan B	
Name and Surname:	
Date of Birth:	
Qualifications	
Are you a qualified electrical artisan (Yes/No):	
If yes,	
Type of Trade:	
Certificate Number:	
Date Issued:	
Drivers Licence	
Do you have a valid driver's licence (Yes/No):	
If yes,	
Code of Licence:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

***Duplicate the page if there is more than one reference for a particular experience period for the Electrical Artisan B. Indicate the period under the Experience No:, for example Experience No: 1.**

*Experience No: _____	
Do you have experience in performing as an electrical artisan in work of a similar nature (Yes/No):	
If yes,	
State years of experience in performing as an electrical artisan in work of a similar nature:	
Reference	
Employer:	
Job Description:	
Duration of Employment:	
Name of referee:	
Email of referee:	
Phone number of referee:	

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.20 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROLConstruction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The tenderer must attach his / her Construction Methodology and Quality Control information to this page.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.21 LETTER OF INTENT FOR PERFORMANCE GUARANTEE

Refer to clauses F.2.20 and 6.2.1.

Employer (name and address):
.....
.....
.....

Contract No:

Contract Title:
.....

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20...., a Contract with(hereinafter called "the Contractor") for (Contract No. and Title)at

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of the Contract by the Contractor;

AND WHEREAS (hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of an authenticated Completion Certificate in terms of the contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be

obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at.

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us at on this day of 20.....

Signature:
Duly authorized to sign on behalf of (Guarantor)

Address:
.....
.....

As witnesses:

- 1.
- 2.

The bidder is required to attach their letter of intent for the performance guarantee whereby the guarantor accepts to issue a performance guarantee as per the wording and terms and conditions.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.23 PLANT AND EQUIPMENT

Refer to Clause C1.2.3.6.

Details of my / our workshop are as listed below:

Address:		
Floor area (to be utilised for this Contract):		
Major Workshop Equipment:	Yes	No
Lathe		
Drill Press		
Milling Machine		
Hydraulic Press (if yes, load rating:)		
Bearing heater		
Compressor		
Band saw		
Welding Machine (if yes, Specify type:)		
Oxy/Acetylene Torch		
Load beam (if yes, load rating:)		
Mobile lifting frame (required for submersible pump removal)		
Other (<i>Attach additional pages if more space is required</i>):		

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

At tender stage only a brief overview (**to be attached to this page**) of the tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer **shall submit separately** the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under **C.3: Project Specification**. A generic plan will not be acceptable.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.25 CONTRACT PARTICIPATION GOALS – CONTRACTOR

Refer to T1.2.3.4 of Additional conditions of tender, C1.2.3.1 of Additional conditions of contract and Clause C3.2.12 of the Project Specification.

Objective

The objective of the Employer's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the final amount of services paid to CPG Partner/s based on the final Contract price. At the time of awarding the Contract, the 30% minimum CPG amount will be based on the Contract Sum exclusive of the following: Preliminary and General items (Time-Related and Fixed Cost) and Value Added Tax (VAT). During Contract implementation, adjustments relating to contract sum linked to the CPG allocation will be agreed upon between the parties to the Contract, as and when the need arises.

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 30% is not achieved. The Contractor will be penalized as follows:

CPG Percentage Achieved	Penalty Factor	Application	Objective
0 – 30%	0.5	For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Contractor's Payment Certificates.	The Contractor is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.

Declaration Of Work Potentially Earmarked For Designated Groups For:

Total value of contract earmarked for targeted enterprises: _____

Percentage (%) contract participation by targeted enterprises: _____

Itemised tasks/work to be potentially performed by the Designated Groups:

The Contractor shall identify potential works to be performed by CPG subcontractors. The main contractor shall take full responsibility and liability for work that is performed by the CPG subcontractor. However, the works earmarked are not limited and the main contractor may assign more tasks to the targeted enterprise.

Task / Work Description

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

CPG Plan

The contractor is to draft a CPG action plan on how they intend to satisfy the CPG requirements of the contract and attach it to this returnable when submitting their bids. At contract award the plan shall then be reviewed by the employer and approved. If the plan does not effectively satisfy the CPG requirements the contractor shall revise the plan accordingly. An approved plan must be implemented at contract commencement.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE – WS7800 (WESTERN AREA)

C1.1.1: OFFER– WS7800 (WESTERN AREA)

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

Contract No: WS7800

**Contract Title: Contracting of the Mechanical/Electrical Servicing, Ad Hoc Repair and Refurbishment
Function: Water Pump Stations (WPS) / Water Treatment Works (WTW) /
Miscellaneous Plant: 36 Month Duration –Western Area**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

*** The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

*** Name of Tenderer** (organisation) :

*** Signature** (of person authorized to sign the tender) :

*** Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE – WS7800 (WESTERN AREA)

C1.1.2: FORM OF ACCEPTANCE – WS7800 (WESTERN AREA)

By signing this part of the 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 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

This Form will be completed by the Employer

C1.1: FORM OF OFFER AND ACCEPTANCE – WS7800 (WESTERN AREA)

C1.1.3: SCHEDULE OF DEVIATIONS – WS7800 (WESTERN AREA)

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

1. **Subject** :
- Details** :
-
2. **Subject** :
- Details** :
-
3. **Subject** :
- Details** :
-

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether 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.

FOR THE TENDERER

FOR THE EMPLOYER

	Signature	
	Name (<i>in capitals</i>)	
	Capacity	
	Name and Address of	
	Organisation	
	Witness Signature	
	Witness Name	
	Date	

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition)**, (**GCC 2015**) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The Defects Liability Period for each planned activity/work request is as per Clause C3.1.5 which will begin on completion of the specific task.

1.1.1.14 The **time for achieving Practical Completion** is by Service Level Agreement, contained in Annexure C3.4.6 (and subsequent final signed Service Level Agreement), between the Contractor and the Employer's Agent for each Activity and/or Work Request issued. The **Due Completion Date** of the overall contract shall be 36 months starting after contract commencement.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Sanitation Operations**

1.2.1.2 The address of the Employer is:
Physical: 4th Floor, 3 Prior Road, Durban, 4001
Postal: P O Box 1038, Durban, 4000
Telephone: 031 322 2763 (t)
Fax: N/A
E-Mail: Sibusiso.Vilane@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is B. Maharaj Pr. Eng.

1.2.1.2 The address of the Employer's Agent is:
Physical: Mechanical and Electrical Branch, 17 Electron Road, Springfield, Durban, 4001
Postal: P O Box 1038, Durban, 4000
Telephone: 031 311 8864 (t)
Fax: N/A
E-Mail: Binay.Maharaj@durban.gov.za

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

5.3.1 The **documentation required** before commencement with Works execution are:

- Health and Safety File/Plan (refer to Clause 4.3)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Personnel to be used in the contract
- CPG Implementation Plan
- Service Level Agreement Signed

5.3.2 The **time to submit the documentation** required before commencement with Works is **28 Days from the date of letter of award.**

5.3.3 Add the following paragraph:

“If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer’s Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit.”

5.4.2 The access and possession of Site shall not be exclusive to the Contractor. The Employers staff shall always have access to and possession of the site unless agreed to in writing between the Contractor and the Employers Agent will reasons. The Employers Agent may allow other Contractors employed by the Employer access to site should the Employers Agent deem a need for it and it would not affect the works or liability of the Contractor.

5.8.1 The **normal working days** are **Monday to Fridays**, and the **normal working hours** are from **7:30am to 16:00pm**. The contractor shall be required to be on 24-hour standby, seven days a week for call-outs and may be requested to work outside the normal working hours on normal working days. The contractor shall also be requested to carry out planned work outside the normal working hours on normal working days as approved by the Employers Agent or Representative. A premium of 1.5 times the hourly rate will be paid for work done outside the normal working hours on normal working days.

5.8.1 The **non-working days** are **Saturdays and Sundays**. The contractor shall be required to be on 24-hour standby, seven days a week for call-outs and may be requested to work on non-working days. The contractor shall also be requested to carry out planned work on non-working days as approved by the Employers Agent or Representative. A premium of 1.5 times the hourly rate will be paid for work done on Saturdays and 2 times the hourly rate will be paid for work done on Sundays.

5.1.1 The **special non-working** days are: **All statutory holidays as declared by National or Regional Government**. The contractor shall be required to be on 24-hour standby, seven days a week for call-outs and may be requested to work on special non-working days. The contractor shall also be requested to carry out planned work on special non-working days as approved by the Employers Agent or Representative. A premium of 2 times the hourly rate will be paid for work done on special non-working days.

5.13.1 The **penalty for delay** in failing to complete the Activity and/or Work Request referenced in Clause 1.1.1.14 is:

- a) **2.5% of the total cost of the work request/activity excluding VAT** per day from the day that particular Activity is due up to and including the day the Activity is completed;
- b) The calculated penalty in 5.13.1 (a) shall be capped to a **maximum of R5000.00 per day excluding VAT.**

The penalty for delays shall be deducted from any payments due to the Contractor by the Employer.

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in writing for each specific work request. The requirements are to be regularly reviewed with respect to any variations to the Contract/Work Request.

5.16.3 The **latent defect liability** period is **1 Year**.

6.2.1 **Security (Performance Guarantee):** Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

6.8.2 **Contract Price Adjustment Factor:**

- The initial base indices shall be based on the month prior to the month in which tenders close, and this shall be referred to as the initial base month.
- No escalation shall be applicable for the first twelve months (term) from the initial base month.
- Escalation shall be applied after the first term from the initial base month has elapsed and rates shall be escalated and fixed for another term.
- Each term thereafter rates shall have escalation applied and fixed thereafter for another term. The rates shall be escalated using the tendered rates, the initial base indices and the base indices published on the month prior to the month of the beginning of the new term.
- The escalation clause will apply from the base month to end of the contract.
- No escalation shall apply to Item 1.1 Fixed Cost Items, Preliminary and General of the Bill of Quantities.

Escalation costs under this contract shall be calculated as follows:

Rates	BoQ Item No.	STATS SA Statistical Release	Table	Description
Preliminary and General – Time Related Items	1.2.1 to 1.2.5	P0151.1	Table 4	Plant and Equipment
Labour Rates	2.1.1 to 2.1.4 and 2.2.1 to 2.2.8	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal
Travel Rate	2.1.5	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **Nil**.

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required**

6.10.3 **Retention Money:** Not Applicable.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required.**

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **Not Required.**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for **liability insurance: R 10,000,000.00.**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **Not Required.**
- Maximum first excess: **Not Required.**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.00.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 25,000.00.**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 1,000,000.00.**
- Maximum first excess: **R 10,000.00.**

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, including Contractor's own premises: **R 500,000.00.**
- Minimum amount for transit of materials to site: **R 200,000.00.**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000

R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer.”

10.5.1 **Dispute resolution** shall be by ad-hoc adjudication.

10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 CONTRACTOR PARTICIPATION GOAL (CPG)

A. Introduction and criteria

As a condition of contract, **a minimum percentage of 30%** the contract value (excluding Preliminary and General Items, Fixed Cost and Time-related, and VAT) shall be subcontracted to contractors who are **>51% Black** owned. The criteria of the EMERGING is:

The purpose of the CPG program is for the contractor to mentor and transfer skills to EMERGING contractors and the remuneration for this will be specified in C1.2.3.1 E. Proof of skills transfer will be required from the contractor in the form of a report signed off by the contractor and EMERGING contractors.

B. Identification

To identify EMERGING contractors the Employer will utilise the following methods below. The Employer reserves the right to utilise any of the methods listed below at their discretion and shall notify the contractor which method or methods will be used at the kick off meeting. The Employer also reserves the right the change the method used based on the fair and transparent allocation and selection of subcontractors from the black groups with reasonable notice time to the Contractor. The methods at the disposal of the Employer is:

1. Appointing an ISD facilitator to manage the CPG program and identify emerging contractors;
2. An expression of interest to identify EMERGING contractors;
3. The contractor identifying EMERGING contractors and vetting these contractors through the Employers Supply Chain Management;
4. The Employer providing a list of qualifying EMERGING contractors which are vetted by the Employers Supply Chain Management;

Proof of payment to the subcontractors will be required to verify that the minimum percentage has been achieved.

Should the Employer decide to utilize the option of an ISD facilitator, the contractor shall, with the Employer, approach the market for quotes and payment shall be in accordance with C2.3.8 and Item 2.1.6 and Item 2.1.7 of Bill of Quantities. The Employer shall provide the scope and duties for the ISD facilitator.

The Employer shall allocate a Representative to provide oversight on CPG program.

C. Selection

The selection of sub-contractors by the Contractor shall be approved by the Employers Agent/Representative with adherence to the sequence and requirements below:

1. Suitable subcontractors shall be selected from the respective Ward where the project is being undertaken.
2. In the case where there are no suitable subcontractors in that Ward and such is demonstrated by the contractor, the subcontractors may be selected from immediately surrounding Wards.
3. In the case where there are no suitable subcontractors in that Ward and the surrounding wards, subcontractors shall be selected from within the eThekweni region.
4. CPG sub-contractors shall be rotated for fair distribution of work where practicable and feasible.

Only subcontractors who are registered in the CIDB class of work that is consistent with the work the Contractor intends to issue to them shall be used. CPG subcontractors will not

be permitted to engage in work that in the opinion of the Employers Agent/Representative brings a level of risk to themselves, the Employers staff and equipment and the Contractors staff that cannot be managed or mitigated.

The Employers Agents Representative will confirm if the subcontractor is based in the correct Ward and if the requirements of this clause have been adhered to. It is a further condition of the contract that the contractor is required to Supervise, Mentor and Transfer Skills to the selected subcontractors. The contractor will remain responsible for providing sufficient supervision of all subcontractors and will be responsible for their quality of work produced.

D. Duties of the Contractor

The duties of the Contractor with respect to CPG contractors shall:

1. Understand the Employer provided CPG program guidelines and implementation of the guidelines;
2. Provide CPG subcontractors with the scope of works of each work request relevant to them;
3. Implement agreements with CPG subcontractors that will outline communication methods, roles and responsibilities, payment arrangements, service timeframes and warranty claims. All agreements to be supplied to the Employer for vetting and record keeping;
4. Keep records of CPG subcontractors in terms of type of work issued, date of completion, invoice details (name of company, invoice number, date and amount), CIDB certificate and outline of skills transferred. These records must be maintained and provided to the Employer and the Employers Representatives on a monthly basis.
5. Involve the Employers Agent and Representative during the implementation of the CPG program, issues or disputes arise between the Contractor and CPG subcontractors.
6. Allow individuals authorised by the Employer to interact with CPG subcontractors to assess the effectiveness of the empowerment strategies and the skills transfer taking place as well as to identify shortfalls and recommend corrective strategies for the Contractor to implement.
7. Transfer skills, mentor and guide CPG subcontractors through subcontracted work. Where necessary the Contractor shall provide assistance, by way of capital and equipment, to CPG subcontractors to ensure work of an acceptable standard is produced within the required time for practical completion.

E. Remuneration

The remuneration for the duties the Contractor is required to perform shall be included as a charge under Item 1.2.1 of the Bill of Quantities - Overheads.

F. Penalties

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding Preliminary and General Items, Fixed Cost and Time-related, and VAT) for every 1% of CPG not achieved.

C1.2.3.2 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of the contracts manager, administrator, mechanical superintendent, electrical superintendent, two mechanical artisans, two electrical artisans, boilermaker/welder, handyman and assistants (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)

- ID Number
- Disability (y / n)
- Qualifications
- Years of relevant experience
- Education Level

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric

- Category of Employment

<p>Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor</p>

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer’s Agent’s Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor).

In addition to the tax invoice, to be submitted by the Contractor with the Contractor’s monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent’s Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the Time-Related P&G’s, 1.2.1 Overheads.

C1.2.3.3 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards over R10m, The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section (S.53) of the Employer’s Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.4 EXCEPTED RISKS (Clause 8.3)

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the “Excepted Risks” as defined under Clause 8.3.

However, the Employer shall reimburse the Contractor in respect of plant de-establishment and re-establishment costs as a result of “Excepted risks” when a written instruction to de-establish is issued to the Contractor.

C1.2.3.5 RESTRICTION OF THE AWARD OF MORE THAN ONE AREA TO A SINGLE CONTRACTOR

It is the intention of the Employer to award each area to a single independent contractor. Therefore, only one independent contractor shall be appointed under WS7797, WS7798, WS7799 or WS7800 and no independent contractor shall be appointed to more than one area. However, the employer reserves the right to allocate work requests off their original awarded area and no contractor shall be entitled to exclusive access to a facility of the Employer. The Contractor shall not be permitted to share facilities with other Contractors awarded under **WS7797, WS7798 WS7799 and WS7800** for the fulfilment of the contract during the contract period.

The determination of awarding a contractor an area, in the case of that particular contractor providing the most responsive tender for more than one area will be at the Employer's discretion and will be based on the final cost to the Employer being the most effective.

C1.2.3.6 CONTRACTORS FACILITIES

As condition of contract, Contractors are required to have a fully-fledged workshop with the minimum prescribed facilities, as detailed in Clause C3.2.3 of the Project Specification, within the eThekweni Municipality jurisdiction defined in Part C4: Site Information.

At contract award, the bidder shall avail the declared workshop, plant and equipment under returnable T2.2.23 which meets the requirements of Clause C3.2.3 of the Project Specification for the fulfilment of the contract within 28 days from the date of the letter of award. Should the contractor fail to provide the facilities described above within 28 days from the date of the letter of award or during the execution of the contract the Employer reserves the right to either:

- A. Charge the contractor a penalty of 3.33% of the amount in Item 1.2.1 (inclusive of escalated rates) of Part C2.2: Bill of Quantities per day, which will be deducted from payment claims from the contractor, from date the Employer declares the contractors failure to provide facilities in writing up to and including the date the Contractor provides facilities described in Clause C3.2.3 to the satisfaction of the Employer;

OR

- B. Enforce Clauses 9 and 10 of the GCC 2015 to seek relief.

C1.2.3.7 CONTRACTORS STAFF

The Contractor shall ensure the minimum staff as stated under Clause C3.1.4 is available for the fulfilment of the contract at all times. Should the Contractor not be able to avail staff evaluated under F.3.11 at the tender stage and staff stated in Clause C3.1.4 to fulfil the contract at contract commencement or during the execution of the contract, for reasons provided by the Contractor in which the Employers Agent/Representative deems valid, the Contractor shall avail new staff whose qualifications and experience is equivalent or more favourable to the Employer to replace staff that is not available which was part of the Contractors bid. No staff of the Contractor shall be permitted to assume more than one role.

Should the contractor fail to provide the staff contained in this Clause within 28 days from the date of the letter of award or during the execution of the contract the Employer reserves the right to either:

- A. Charge the contractor a penalty of 8 times the amount in Item 2.2 (inclusive of escalated rates) of Part C2.2: Bill of Quantities per day for each specific role of staff that the Contractor fails to avail for the fulfilment of the contract, with exception to the contracts manager and administrator in which the penalty will be charged at 3.33% of the amount in Item 1.2.1 (inclusive of escalated rates) of Part C2.2: Bill of Quantities per day, which will be deducted from payment claims from the contractor, from the date the Employer declares the contractors

failure to provide staff in writing to and including the date the Contractor provides staff described in Clause C3.1.4 and F.3.11 to the satisfaction of the Employer;

OR

B. Enforce Clauses 9 and 10 of the GCC 2015 to seek relief.

C1.2.3.8 PHYSICAL VERIFICATION AND AUDIT

The Employer shall conduct a physical verification and audit of the Contractors facilities and staff every six months from the date of contract commencement to contract completion. The assessment of the contractor's premises will done according to Annexure C3.4.8 and the contract document. The contractor is obligated to inform the Employers Agent/Representative of every 6-month interval to conduct the verification and audit. Should the Employer's Agent/Representative makes a finding that does not satisfy Clause C1.2.3.6 and C1.2.3.7, the Employer's Agent/Representative shall be entitled to enforce remedial action stated in Clause C1.2.3.6 and C1.2.3.7.

C1.2.3.9 CONTRACTOR'S CESSION

Cession payments are not applicable.

C1.2.3.10 SUB-CONTRACTING AND APPROVAL FROM THE EMPLOYER

The Contractor shall obtain approval from the Employer's Agent/Representative prior to subcontracting any work regardless of the value of the work as per Clause 4.4.2 of the GCC 2015. The Employer's Agent/Representative reserves the right to reject any request to sub-contract any work in which of the opinion of the Employer's Agent/Representative which is in the ambit of the Contractors staffs and their duties as set out in Clause C3.1.4 regardless of the value of work.

C1.2.3.11 EMPLOYERS PLANT, EQUIPMENT, ASSETS AND SPARES

The contractor shall always obtain the approval of the Employer's Agent/Represent to transport any of the Employers equipment from site, their workshop or to a sub-contractors premises. At all times the contractor shall be able to account for the condition and location of the Employers equipment that they undertake to repair, refurbish or maintain.

The contractor and their sub-contractors shall not be permitted to dispose of any spares or parts or equipment and items must be returned to the Employer unless otherwise directed by the Employers Agent/Representative in writing.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to **F.1.2 of the Tender Data**).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of **C3.2.2 Pricing and Claims** referred to in the **Project Specification**. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in **C3.2.2 Pricing and Claims** referred to in the **Project Specification**

The **Project Specification**, read together with the relevant clauses of **the Scope of the works**, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Project Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Project Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications.

The validity of the contract will in no way be affected

by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under **C3.2.2 Pricing and Claims** referred to in the **Project Specification**, and shall include full compensation for all costs and expenses that may be required in and for the

completion and maintenance during the defects liability period of all the work described as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Qty" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Section 1: 1.1 Fixed Charged Items
- Section 1: 1.2 Time Related Items

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done and certificates are issued by the Employer, payment will be made as per Clause C3.2.2 of the Project Specification.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 5 pages per contract. The pages are numbered as follows:

- WS7800: Western Area – Page 88 to Page 92

When pricing the Bill of Quantities, bidders must read C2.1: Pricing Assumptions / Instructions and C3.2.2 Pricing and Claims. Bidders must complete the Bill of Quantities contained in this document. Each line item shall be priced independently and will not be subject to any conditions put forth by bidders. The bidders shall not apply economies of scale when pricing rates. Bidders shall not reproduce electronic copies of the Bill of Quantities and are required to complete the Bill of Quantities in its entirety.

The rates tendered in Year 2 and Year 3 shall be subjected to Contract Price Adjustment as detailed in Clause 6.8.2. The 10% assumed increase shall be only for tendering purposes and must be applied by all tenderers. This assumed increase will not be final and the Contract Price Adjustment shall be applicable during the execution of the contract.

SECTION 1: PRELIMINARY AND GENERAL – WS7800 (WESTERN AREA)
SECTION 1.1: FIXED CHARGED ITEMS – WS7800 (WESTERN AREA)

1.1. Fixed Charge Items (Only to be completed for Year 1 as the amount tendered for Year 1 covers the full 36-month duration)

Item No.	Description	Clause	Unit	Year 1			Year 2			Year 3		
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
1.1.1	Sureties (Performance security)	C3.2.2.1 A	Sum	1								
1.1.2	Formal Contract and Site Familiarisation	C3.2.2.1 B	Sum	1								
1.1.3	Set-up of Records and Filing Systems	C3.2.2.1 C	Sum	1								
1.1.4	Health and Safety System	C3.2.2.1 D	Sum	1								
1.1.5	Allow for the following additional items which the Tenderer requires to be priced separately:											
	a)											
	b)											
	c)											
	d)											
	e)											
	f)											
	g)											
Sub-total carried to Page 92												

Continued on the next page

SECTION 1: PRELIMINARY AND GENERAL – WS7800 (WESTERN AREA)
SECTION 1.2: TIME RELATED ITEMS – WS7800 (WESTERN AREA)

1.2. Time Related Items												
Item No.	Description	Clause	Unit	Year 1			Year 2 (10% assumed increase from Year 1)			Year 3 (10% assumed increase from Year 2)		
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
1.2.1	Overheads	C3.2.2.1 E	Month	12			12			12		
1.2.2	Insurance of Works	C3.2.2.1 F	Month	12			12			12		
1.2.3	General Safety	C3.2.2.1 G	Month	12			12			12		
1.2.4	Attendance of Meetings	C3.2.2.1 H	Month	12			12			12		
1.2.5	Allow for the following additional items which the Tenderer requires to be priced separately:											
	a)											
	b)											
	c)											
	d)											
	e)											
	f)											
	g)											
Sub-total carried to Page 92												

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SECTION 2: AD HOC REPAIR AND REFURBISHMENT RESOURCE RATES – WS7800 (WESTERN AREA)
SECTION 2.1: RESOURCE RATES – WS7800 (WESTERN AREA)

2.1. Resource Rates												
Item No.	Description	Clause	Unit	Year 1			Year 2 (10% assumed increase from Year 1)			Year 3 (10% assumed increase from Year 2)		
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
2.1.1	Supply of Mechanical Artisan and one assistant, with LDV, inclusive of consumables	C3.2.2.2 A	Hrs	3000			3000			3000		
2.1.2	Supply of Electrical Artisan one assistant, with LDV, inclusive of consumables	C3.2.2.2 B	Hrs	3000			3000			3000		
2.1.3	Supply of Boilermaker/Welder and one assistant, with LDV, inclusive of consumables but excluding electrodes and welding wire	C3.2.2.2 C	Hrs	500			500			500		
2.1.4	Supply of Handy man and one assistant, with LDV, inclusive of consumables	C3.2.2.2 D	Hrs	500			500			500		
2.1.5	Travelling Expenses	C3.2.2.2 E	Km's	100,000			100,000			100,000		
2.1.6	Supply of Spares, Sub-Contracted services and Capital Expenditure	C3.2.2.2 F	Sum			R1,800,000.00			R4,600,000.00			R5,300,000.00
2.1.7	Mark-up Item 2.1.6	C3.2.2.2 G	Sum			R135,000.00			R345,000.00			R397,500.00
Sub-total carried to Page 92												

Continued on the next page

SECTION 2: AD HOC REPAIR AND REFURBISHMENT RESOURCE RATES – WS7800 (WESTERN AREA)
SECTION 2.2: PROVISION OF ADDITIONAL STAFF – WS7800 (WESTERN AREA)

SECTION 2: AD HOC REPAIR AND REFURBISHMENT RESOURCE RATES

2.2. Provision of Additional Staff

Item No.	Description	Clause	Unit	Year 1			Year 2 (10% assumed increase from Year 1)			Year 3 (10% assumed increase from Year 2)		
				Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
2.2.1	Mechanical Superintendent	C3.2.2.2 H	Hrs	Rate Only			Rate Only			Rate Only		
2.2.2	Electrical Superintendent	C3.2.2.2 I	Hrs	Rate Only			Rate Only			Rate Only		
2.2.3	Mechanical Artisan	C3.2.2.2 J	Hrs	Rate Only			Rate Only			Rate Only		
2.2.4	Electrical Artisan	C3.2.2.2 K	Hrs	Rate Only			Rate Only			Rate Only		
2.2.5	Boilermaker/Welder	C3.2.2.2 L	Hrs	Rate Only			Rate Only			Rate Only		
2.2.6	Handyman	C3.2.2.2 M	Hrs	Rate Only			Rate Only			Rate Only		
2.2.7	Artisan/Handyman Assistant	C3.2.2.2 N	Hrs	Rate Only			Rate Only			Rate Only		
2.2.8	Security	C3.2.2.2 O	Hrs	Rate Only			Rate Only			Rate Only		
Sub-total carried to Page 92												

Continued on the next page

SUMMARY OF BILL OF QUANTITIES – WS7800 (WESTERN AREA)

	Year 1	Year 2	Year 3
Section 1: Preliminary and General			
1.1. Fixed Charge Items	R	NIL (INCL. IN YEAR 1)	NIL (INCL. IN YEAR 1)
1.2. Time Related Items	R	R	R
Section 2: Ad Hoc Repair And Refurbishment Resource Rates			
2.1. Resource Rates	R	R	R
Sub-total (Per Year)	R	R	R
 Sub-Total (Year 1 + Year 2 + Year 3)	R		
Value Added Tax @ 15%	R		
Total Carried Over to Form of Offer (C1.1.1)	R		

SIGNED ON BEHALF OF TENDERER: _____

THE ABOVE SUMMARY APPLIES TO WS7800 (WESTERN AREA)

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 PROJECT DESCRIPTION

The objective of the Employer is to appoint four independent Contractors via a competitive bid basis, each allocated exclusively to one of the four defined mechanical and electrical jurisdictions, for a 36-month period for the outsourcing of specified mechanical and electrical services to Water Treatment Works (WTW), Water Pump Stations (WPS), and other Water-related plant and facilities within the Southern, Northern, Western and Central jurisdictions of the eThekweni Metropolitan area. Its primary purpose to provide specialized support and bolster eThekweni Municipality: Water and Sanitation's internal mechanical and electrical resources.

This contract is for the **Contracting of the Mechanical/Electrical Servicing, Ad Hoc Repair and Refurbishment Function: Water Pump Stations (WPS) / Water Treatment Works (WTW) / Miscellaneous Plant: 36 Month Duration – Western Area.**

The focus of the contract will be on addressing planned maintenance, ad-hoc repairs and breakdown maintenance initiatives and capital projects.

eThekweni Water and Sanitation reserves the right to vary the scope of work, the number of facilities, and to expand the Contract to include facilities located outside the defined jurisdictions, in the event of an extraordinary eventuality that necessitates this course of action.

The Employer will appoint an Employer's Agent's Representative (EAR) per defined jurisdiction to manage this Contract on its behalf. The EAR shall, inter alia, be responsible for authorities/approvals, scrutinising and auditing of payment claims and monitoring of Contractor performance.

C3.1.2 SCOPE OF CONTRACT

The contractor shall perform various core duties as detailed in this clause. The scope of the contract is not limited to Clauses C3.1.2.1 to C3.1.2.3 and may vary.

C3.1.2.1 PLANNED MAINTENANCE

The Contractor shall be required to carry out planned mechanical and electrical maintenance as directed by the Employer. The rates for carrying out planned maintenance per site will be agreed with the Employer shortly after contract award and will be claimed from Section 2 of the Bill of Quantities, as applicable. These services shall be carried out by qualified and experienced artisans in terms of the relevant EWS checklists and schedules (which are to be provided upon request for servicing quote). Specialist servicing activities will be actioned via a separate work request to be performed by the OEM (or others) as and when required.

In addition to the servicing function, at the Water Treatment Works, the monthly completion of the electrical safety registers is required for the Safety File.

The Contractor shall record all service activity and report any exception or condition that will require additional attention in order to maintain equipment integrity and reliability. During planned maintenance, minor adjustments must be made, as needed, such as belt tensioning, gland tightening, nipping up leaking joints, lubricant top-ups, tightening loose guards, etc.

The manufacturer's servicing schedule is to be adhered to, where applicable.

The Contractor shall provide all consumables, included in the rates for these services. Consumables will include wire brushes, rags, hand-cleaner, lubricants, anti-seize, solvents, cleaning agents, oxy-acetylene and LP gas. Note, however, when large quantities of materials, deemed to be consumables are used, these may be charged as spares, subject to prior agreement with the EAR.

In the case of lubricants; complete replacement of lubricant in a unit may be charged as spares. Incidental lubrication and top-ups shall be deemed as consumable. Where specialised lubricants are required, complete replacement and top-ups may be charged as spares such as synthetic oils, and lubricants only supplied by OEMs.

In the absence of a generic maintenance or lubrication schedule the Contractor shall obtain these from the equipment supplier and implement them after approval from the Employer's Agent.

Report-back on servicing, to the EAR , shall be within 7 days from the fault being identified. However, any safety hazard or situation requiring immediate attention shall be reported to the EAR immediately for authorisation to rectify.

C3.1.2.2 REPAIR AND BREAKDOWN MAINTENANCE

In light of the public health and community requirement for a reliable sanitation service, the Contractor shall provide twenty-four-hour cover, seven days per week. This is inclusive of public holidays and festive periods.

The Contractor shall undertake repair and breakdown maintenance on all plant and equipment listed, on direction of the EAR. This shall be in the form of a duly authorised Work Request. Depending on the urgency, the Contractor shall be required to attend to the repair as follows:

Extreme Urgency: The Contractor shall be required to respond immediately and commence repairs within three hours, irrespective of the time of day.

Moderate Urgency: The Contractor shall commence repairs with 24 hours or by the close of working hours the following day.

Planned Work: The work shall be undertaken on a programme as agreed with the EAR.

Note: After-hours work shall require approval of the EAR. Approvals may be conferred telephonically and followed up by written confirmation within 24 hours of such approval.

If during the execution of the Contract, by reason of any accident or event occurring to or in connection with the works, any remedial or other work or repair, which in the opinion of the EAR is urgently necessary, and the Contractor is unable or unwilling to do such work or repair at once, the Employer may, through his own or other workmen, do such work or repair as the EAR may consider necessary. If the work or repair so done by the Employer is work which, in the opinion of the EAR, the Contractor was liable to do at his own expense in terms of the Contract, all costs and charges properly incurred by the Employer in so doing (including the cost of the EAR's time) shall be paid by the Contractor to the Employer. The Employer may also deduct such amount from any moneys due or which may become due to the Contractor, provided always that the EAR shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

It is the Employer's expectation that when responding to a specific fault during a call-out, the Contractor shall attend to the fault in the best interest of the Employer with a view to restoring a specific facility to functionality. Not only shall the Contractor attend to the specific fault which is reported but also report to the Employer any circumstance or situation which reduces, or has the potential to reduce, the facilities functional capacity. The Contractor shall seek approval from the EAR before attending to any fault other than the fault for which they

were originally called-out for. Furthermore, it is expected that the Contractor shall take a holistic view of the facility when proposing solutions to specific issues.

Equipment, pumps, panels and facilities in general, shall be left in good order, clean and safe from hazards upon completion of a task. Temporary measures used during fault-finding such as disconnecting of cables/wires from panels and removal of covers and guards shall all be made safe or made good prior to the Contractor leaving site.

C3.1.2.3 CAPITAL REPLACEMENT/REFURBISHMENT

During the course of normal operations, the replacement or upgrade of equipment is inevitable due to various reasons, which may include, inter alia, equipment being beyond economic repairs, upgrade of facilities to new technology, natural disasters and vandalism or theft.

The method of undertaking capital work shall be as per C3.2.8 Supply of spares and sub-contracting. The contract also allows for the execution of new capital installations and equipment that is not related to the replacement or upgrade of existing equipment. In such cases, the EAR and Contractor will jointly draw up the scope of work, hold a compulsory site meeting with prospective Contractors, agree on a time and date for submission of tenders, evaluate tenders and award the work to the most responsive tenderer. A minimum of two quotations for the replacement or upgrade of the equipment must be provided to the EAR for approval. The Employer shall only utilise capital funds/budget to undertake any capital work. On completion of the work request regarding capital work, the EAR shall capitalise the work done according to the Employers requirements. The contractor is required to produce all documents requested by the EAR regarding capital work.

The Capital work can include minor Civil works, or other specific tasks, as directed by the EAR, in writing.

C3.1.3 TYPE OF WORK

The contractor shall be required to undertake and execute the following types of work. The work detailed below forms a broad list and is not limited to what the contractor may engage in. The contractor may request for approval from the EAR to sub-contract specialist work out to specialised sub-contractors. All work done must comply with the relevant standards, codes, acts and regulations.

1. LV Installations - Fault finding, repairs, maintenance and modifications.
2. Motor control centres - DOL, star-delta, soft starter and VSD starting methods.
3. Lighting – Replacement, installation of new lights, photocells and timers.
4. MV Installations – Work only to be conducted by qualified artisans, technicians and engineers.
5. Ventilation – Ducting, fans, attenuators, motors.
6. Hydraulic – Hydraulic valves, piping, pressure gauges, compactors
7. Control and instrumentation – probes, floats, level transducers, pressure transducers, communication systems, HMIs, flow meters and PLCs.
8. Generators – Servicing including oil change, lubricants and testing of the alternator. Fault finding. Replacement of sensors. Modifications. Repair work. Repairs and maintenance on the control panel and changeover panel.
9. Pump repairs – End suction, immersible, submersible and bearing frame centrifugal pumps. Positive displacement pumps. Modifications and maintenance.
10. Chlorine – Leak detectors, scales, calibration, MHI assessments, ventilation.
11. Dosing installations – Sodium Hypochlorite, Aluminium sulphate, Poly dosing. Stirrers, dosing pumps, tanks and control valves.
12. Load beam, slings, lever hoists, chain blocks and hoists – Inspections, testing and certification. Repairs and maintenance.

13. Pressure vessel testing and certification.
14. Valve repairs – Wedge gate, non-return valves, knife gate, pinch valves, solenoid type valves, control valves, etc.
15. Fabrication – Welding and brazing of different metals, cutting, bending, pickling and passivation, hot dip galvanising, flange and pipework fabrication. Fabrication of screens, steps and hand stanchions.
16. Gearbox repairs – Crack testing on casing and gear, manufacturing of new gears, breathers, rollback and modifications.
17. Coating – Sandblasting, salt tests, primer, specialised coatings, ceramic coatings.
18. Alignment – Laser alignment and DTI.
19. Motor repairs – Rewinds and wash and bake. Strip and assess. Motor tests such as phase resistance, insulation testing, growler test and stator core losses.
20. Machining – Re-sleeving, machining of shafts, line bore, making of components.
21. Condition monitoring – Vibration testing, oil tests, thermal imaging, flow tests and pressure tests.
22. Capital – Greenfields projects, brownfields projects, replacement of equipment, upgrades to new technologies and generating scope of works.

C3.1.4 CONTRACTORS STAFF DUTIES AND MINIMUM REQUIRED STAFF

The clauses contained in C3.1.4 are included to outline regular duties that the contractors staff shall be required to perform. However, these duties are not limited to what is stated in this clause and the contractors staff shall ensure that duties related to the fulfilment of the contract are performed.

The minimum required staff the contractor shall make available for the fulfilment of the contract at all times are as follows:

1. One Contracts Manager
2. One Administrator
3. One Mechanical Superintendent
4. One Electrical Superintendent
5. Two Mechanical Artisans
6. Two Electrical Artisans
7. Four Assistants

The additional staff required are as follows.

1. Handyman
2. Boilermaker/Welder
3. Safety Officer

C3.1.4.1 CONTRACTS MANAGER

The Contracts Manager shall:

1. Be accountable for the work output of the main contractor by controlling, planning and supervising subordinate staff/sub-contractors and the contractors activities.
2. Effect prioritisation of work from the Employer.
3. Be responsible for the contractors staff and ensuring they are well-resourced.
4. Ensure that the minimum required number of staff are provided at all times for the fulfilment of the contract.
5. Uphold and comply with the contract conditions.
6. Ensure the CPG targets are met as per the contract conditions.
7. Ensure the contractor has agreements in place with suppliers and sub-contractors to provide an efficient service without delays.

8. Vet working files before issuing to the Employer. Addressing of issues raised by the Employer with respect to the working files.
9. Have a strong working knowledge of mechanical and electrical equipment used in the water industry, and basic knowledge of water treatment and reticulation.
10. Interpret and make recommendations from results/data obtained during various testing/repair processes for dissemination to the Employer for further action.

C3.1.4.2 ADMINISTRATOR

The Administrator shall:

1. Be computer literate and competent in Microsoft applications.
2. Be engaged in clerical work such as creating and updating records, coordinating meetings, sending and responding to emails, answering telephone calls, filing and compilation of documents.
3. Be responsible for maintaining records and compilation of working files.

C3.1.4.3 ELECTRICAL SUPERINTENDENT

The Electrical Superintendent shall:

1. Be able to access all of the Employer's sites and installations.
2. Be responsible for the work output of the electrical artisans and assistants including planning and co-ordinating daily work activities. In addition, co-ordinating activities with the mechanical superintendent.
3. Be able to draw up a scope of works for electrical maintenance, repair and modifications. This shall include drawing up a scope of works for MCC's, PLC's and instrumentation electrical panels.
4. Interact with sub-contractors and suppliers to get quotes, arranging for inspections with the Employer and vetting of quotes before issuing to the Employer.
5. Supervise the output of sub-contractors such as workshop inspections and site work.
6. Issue CoC's for three phase electrical installations that comply with relevant standards and legislation.
7. Ensure their subordinates and subcontractors work in an efficient and safe way (lockouts, permit to work and wearing of PPE), adhere to the contract conditions. Carrying out effective risk assessments prior to commencing work in confined or hazardous areas.
8. Communicate with the EAR and Employer's staff on the progress of works or issues that require immediate attention.
9. Be on standby 24/7/365 for the purpose of the contract and despatch staff when the need arises.
10. Have detailed knowledge of VSDs, Soft starters, transformers and switchgear (MV/LV).

C3.1.4.4 ELECTRICAL ARTISAN

The Electrical Artisan shall:

1. Be able to access all of the Employer's sites and installations.
2. De-energise, isolate and lock-out electrical equipment as appropriate and lock out panels.
3. Supervise and instruct sub-ordinate artisan attendants /apprentices/trainees.
4. Fault finding on electrical panels and resolving faults (including instrumentation such as Pt100s, Pressure transmitters, LiqTec sensors, flow-switches, liquid level probes, float switches, etc and fault-finding on PLCs).
5. Adhere to periodic programmes issued by the superintendent. Adhering to standing instructions and procedures from the Superintendent. Carrying out specified inspection, checking, and testing as per maintenance schedules and as amended from time to time. Reduce unplanned downtime i.e., attending to faults in shortest possible time. Undertaking independent fault analysis, identification of the cause and carrying out remedial work. Replace electrical equipment that has been damaged or

that cannot be repaired or has reached the end of its useful life. Replace electrical equipment as per the latest revision of SANS 10142, or superseding codes. Reference to electrical drawing / or from application of first principles where drawings are not available. Have the necessary knowledge and skills to work with new equipment of increasing sophistication. Participate in the commissioning of electrical installations. Exercising independent judgment in taking appropriate action. Take technical decisions in the field to repair or make safe electrical equipment.

6. Work in accordance with departmental safety codes of practice at all times. Ensuring that machinery is left in a safe condition on completion of work. Taking action to rectify unsafe conditions at the workplace and report them to the Senior or the safety representative as soon as possible. Taking responsibility for the safe working of the Assistants. Work in an efficient and safe way (lockouts, permit to work and wearing of PPE), adhere to the contract conditions (report to the Employers superintendents when entering a treatment works). Conduct a risk assessment prior to work being conducted.
7. Take the initiative in resolving problems of a multi-disciplinary nature with other artisans, systems operators, and water works personnel.
8. Accept responsibility of material, electrical test equipment and portable tools, and carry out routine audits and inspections.
9. Perform housekeeping and clean-up of site after work has been completed.
10. Be on standby 24/7/365 as directed by the Superintendent.

C3.1.4.5 MECHANICAL SUPERINTENDENT

The Mechanical Superintendent shall:

1. Be able to access all of the Employer's sites and installations.
2. Be responsible for the work output of the mechanical artisan, boilermaker/welder, handyman and assistant including planning and co-ordinating daily work activities. In addition, co-ordinating activities with the electrical superintendent.
3. Be able to draw up a scope of works for mechanical maintenance, repair and modifications. Knowledge of pumps, valves and gearboxes. Undertake pump tests in the field and during repairs.
4. Interact with sub-contractors and suppliers to get quotes, arranging for inspections with the Employer and vetting of quotes before issuing to the Employer.
5. Supervise the output of subcontractors such as workshop inspections and site work.
6. Ensure subordinates and subcontractors work in an efficient and safe way (lockouts, permit to work and wearing of PPE), adhere to the contract conditions.
7. Communicate with the EAR and Employers staff on the progress of works or issues that require immediate attention.
8. Be on standby 24/7/365 for the purpose of the contract and despatch staff when the need arises.

C3.1.4.6 MECHANICAL ARTISAN

The Mechanical Artisan shall:

1. Be able to access all of the Employers sites and installations.
2. Inspect, strip and test mechanical plant and equipment at the Employers installations. The plant and equipment includes but is not limited to: A variety of pump types, gearboxes, screw conveyors, belt conveyors, pipework, drive shafts, mechanical screens, valves, actuators, hydraulic systems, pneumatic systems, diesel generators, electric motors, fans and electric hoists.
3. Assemble pumps, gearboxes, motors, valves, fans, hydraulic and pneumatic systems.
4. Take the initiative in resolving problems of a multi-disciplinary nature with electricians, system operators, and water works personnel.

5. Understand the principles of operation of water pump stations.
6. Reduce water outages as a result of malfunctioning plant. Enhance safety so as to prevent dangerous conditions. Enhance cost effectiveness of all operations i.e. saving cost. Restore the plant to full operation in the shortest possible time. Maintain plant in an effective operating state and safe condition.
7. Work in accordance with departmental safety codes of practice at all times. Ensuring that machinery is left in a safe condition on completion of work. Taking action to rectify unsafe conditions at the workplace and report them to the Senior or the safety representative as soon as possible. Taking responsibility for the safe working of the Assistants. Work in an efficient and safe way (lockouts, permit to work and wearing of PPE), adhere to the contract conditions.
8. Manual operation of an overhead crane during the transporting of equipment at various sites and operation of a crane truck to rig and transport equipment. Carry out safe rigging procedures on equipment and provide direction and supervision of rigging operations to Assistants on heavy equipment.
9. Conduct a risk assessment prior to work being conducted.
10. Ensure that work is carried out safely and the working environment is safe to reduce and eliminate any safety hazards and incidents.
11. Accept responsibility of material, test equipment and portable tools, and carry out routine audits and test / certification.
12. Perform housekeeping and clean-up of site after work has been completed.
13. Be on standby 24/7/365 as directed by the Superintendent.

C3.1.4.7 BOILERMAKER/WELDER

The Boilermaker/Welder shall:

1. Be in receipt of a boilermaker or welder trade test as recognised by the Department of Labour.
2. Be fit and healthy, able to access all of the Employer's sites and installations.
3. Interpret blueprints, drawings, and measurements to plan layouts. Weld small and large components such as copper plumbing, beams, and pipelines. Use specialized machinery for industrial welding and oversee machines that perform the same job. Assess welded surfaces, structures and components to identify errors. Follow and enforce strict safety regulations such as wearing heat-resistant gloves, protective masks, and safety shoes. Monitor machinery for appropriate usage and temperature. Weld components in flat, vertical, and overhead positions.
4. Shaping and fabricating parts.
5. Work in accordance with departmental safety codes of practice at all times. Ensuring that machinery is left in a safe condition on completion of work. Taking action to rectify unsafe conditions at the workplace and report them to the Senior or the safety representative as soon as possible. Taking responsibility for the safe working of the Assistants.
6. Isolate electrically powered mechanical equipment on MCC panels. Incumbent must be trained on the specific equipment before this duty may be executed.
7. Conduct a risk assessment prior to work being conducted in areas where safety needs to be considered.
8. Ensure that work is carried out safely and the working environment is safe to reduce and eliminate any safety hazards and incidents.
9. Accept responsibility of material, electrical test equipment and portable tools, and carry out routine audits and test / certification.
10. Perform housekeeping and clean-up of site after work has been completed.
11. Be on standby 24/7/365 as directed by the Superintendent.

C3.1.4.8 HANDYMAN

The Handyman shall:

1. Be able to access all of the Employer's sites and installations.
2. Carry out general building work, painting, basic plumbing, basic carpentry, trenching, backfilling, rubble removal and installation of non-load bearing structures such as hand stanchions, burglar guards and doors.
3. Supervision of assistants.
4. Work in accordance with departmental safety codes of practice at all times. Ensuring that machinery is left in a safe condition on completion of work. Taking action to rectify unsafe conditions at the workplace and report them to the Senior or the safety representative as soon as possible. Taking responsibility for the safe working of the Assistants.
5. Manual operation of an overhead crane during the transposing of equipment at various sites and operation of a crane truck to rig and transport equipment. Carry out safe rigging procedures on equipment and provide direction and supervision of rigging operations to Artisans on heavy equipment.
6. Isolate electrically powered mechanical equipment on MCC panels. Incumbent must be trained on the specific equipment before this duty may be executed.
7. Conduct a risk assessment prior to work being conducted in areas where safety needs to be considered.
8. Ensure that work is carried out safely and the working environment is safe to reduce and eliminate any safety hazards and incidents.
9. Accept responsibility of material, electrical test equipment and portable tools, and carry out routine audits.
10. Perform housekeeping and clean-up of site after work has been completed.

C3.1.4.9 ELECTRICAL/MECHANICAL/BOILERMAKER/WELDER/HANDYMAN ASSISTANT

The Assistant shall:

1. Be able to access all of the Employer's sites and installations.
2. Wear the correct PPE.
3. Adhere to instructions provided by seniors.
4. Perform housekeeping and clean-up of site after work has been completed.
5. Be on standby 24/7/365 as directed by the Mechanical or Electrical Superintendent.

C3.1.5 WARRANTIES, QUALITY ASSURANCE AND SEARCH FOR CAUSE OF DEFECT

The Contractor and their respective sub-contractors will be solely responsible for the production of work that complies with good engineering practice and with the specifications of the Contract, to the satisfaction of the Employer's Agent/Representative.

C3.1.5.1 WARRANTY PERIODS

Warranties (Defects liability) are required on all types of work are as follows:

- 12 months on all items of rotating equipment in excess of 20 kW
- 12 months on all items of rotating equipment energised by sources in excess of 20 kW
- 6 months on all items of rotating equipment of less than 20 kW
- 6 months on all items of rotating equipment energised by sources of less than of 20 kW
- 12 months on all other work not specified and on new equipment
- 6 months on all spares

In exceptional circumstances the Contractor may apply to the EAR to vary this requirement, in the absence of this the warranty periods stated in this clause shall be binding on the Contractor. The Contractor shall not be required to provide a warranty on free-issue spares, unless the failure is due to bad workmanship on the part of the Contractor. The warranty period will start from when the equipment has been commissioned. In cases

whereby the equipment is redundant or a spare, the warranty period shall start from the date of installation or date of delivery. The Contractor shall state all warranty periods on the job card and keep and maintain a warranty register. The warranty register shall be produced on request of the EAR.

C3.1.5.2 QUALITY ASSURANCE

The contractor is required to perform quality assurance on all work performed by themselves or sub-contractors. As part of the quality assurance the following shall be followed:

1. A scope of works to be drafted by the contractor and sent to the EAR for approval. The scope of works must include the estimated lead time and estimated cost (if practical). In the event of emergency work the required scope of works may be approved telephonically by the EAR and followed up with written confirmation within 24 hours of such approval.
2. Hold points must be indicated where the EAR or the Contractor is provided with the opportunity to monitor quality and adherence to the scope of works.
3. Tests conducted during the repairs of equipment shall be accompanied by test reports that will form part of the working file. These tests include but not limited to balancing, liquid dye penetration, material test reports and motor winding tests. Tests required must be stated in the scope of works.
4. Functionality testing shall be specified on work where such is possible, and the EAR shall be provided an opportunity to witness such testing. Functionality testing shall include but not limited to no-load tests and pressure tests. Where such functionality testing has been conducted, the Contractor shall include test certificates signed by witnesses in the working file. Functionality testing required must be stated the scope of works.
5. Where commissioning of work done is required, the contractor shall complete a commissioning checklist. The checklist must detail steps taken, tests conducted and results thereof and parties present. In the event of a successful commissioning the contractor shall request the EAR to sign such commissioning checklist.

In exceptional circumstances the Contractor may apply to the EAR to vary this requirement.

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, tools and equipment are available to control the quality of his own workmanship. Attention is drawn to the fact that it is not the duty of the Employer or EAR to assume the role of Quality Controller.

C3.1.5.3 CONTRACTOR TO SEARCH FOR CAUSE OF DEFECT

The Contractor shall be required to search for the cause of any defect, imperfection, vibration, overheating, poor plant performance, electrical trips or similar faults associated with plant and equipment. Unless such defect, imperfection or fault is one for which the Contractor is liable to remedy under the Contract, the cost of work carried out by the Contractor shall be borne by the Employer. The cost to search for cause of defect, where the Contractor is liable for the repairs shall, such as in the case of a warranty repair, be borne by the Contractor.

The procedure for warranty claims (search for cause of defect) shall be in line with the procedure of issuing work requests as detailed in C3.2.5 and Annexure C3.4.7. The nature of fault described on the work request shall be "warranty claim". The first step will be to investigate the cause and reason for the defect and report the findings to EAR. The contractor will then be instructed to restore such equipment to an operational state. Whereby the liability of the defect rests on the Contractor, a working file with no charge shall be compiled with all the relevant documentation required. Should the defect be outside the warranty of the Contractor, contractor shall claim those cost on said work request. The Employer and Contractor shall jointly agree on the appropriate party who shall perform the assessment of the warranty claim.

In the event that the equipment fails before the Work Request is closed then, the warranty will be handled under the same, original work request. Therefore, the above procedure shall only apply after the original work request is closed.

C3.2: PROJECT SPECIFICATION

C3.2.1 PREAMBLE

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item. The Project Specification (C3.2) and all clauses contained herein shall be applicable to all contractors contracted under this Contract.

C3.2.2 PRICING AND CLAIMS

The contractor shall base their pricing on the explanations provided below which details what each line item of the Bill of Quantities covers, what is subject to escalation and when claims will be permitted. Should any items from Section 1, 1.1 Fixed Charged Items, that are permitted to be claimed upfront except for Item 1.1.1, be paid to the contractor, and the Employer terminates the contract prior to completion, based on the Contractor failing to fulfil the requirements of the contract as per Clauses 9 and 10 of the GCC 2015, the Employer shall be entitled to recover paid items for the period in which the contract was not in force.

C3.2.2.1 PRELIMINARY AND GENERAL

A. Sureties (Performance security) – Item 1.1.1 of the Bill of Quantities

Cover the Performance Bond from a guarantor binding itself to the Employer for the due and complete performance of the contractors obligations and liabilities. The contractor must ensure that the Performance Bond from a guarantor is as per the conditions of contract Employers terms and conditions and particular wording as per Clause 6.2.1 and Part T2.2.21. The contractor must ensure that the performance bond is in force from contract commencement until contract completion or termination. Sureties (Performance security) will not be subject to escalation. Should the awarded contract value differ from the tender value on which the Performance Bond was priced on, the rate tendered shall be adjusted accordingly to the award value on a pro-rata basis. The Contractor shall be permitted to claim the Performance Bond in full after 28 days from the date of the letter of award and provision of a surety/guarantee approval form from the Employer.

B. Formal Contract and Site Familiarisation – Item 1.1.2 of the Bill of Quantities

This charge includes the cost of compliance to the General Conditions of Contract (2015) and the contract (Part C1, C2, C3 and C4), inclusive of annexure C3.4.7, which is not explicitly charged for. This charge also covers the once-off site visits to all sites in the awarded area inclusive of the presence of the contracts manager, mechanical superintendent and electrical superintendent as well as the costs for travel. The contractor is required to familiarise themselves the location of sites, access and onsite equipment and facilities. The Site Familiarisation must occur within 28 days from the date of the letter of award. The Contractor shall be permitted to claim this cost in full after the Site Familiarisation has taken place and receipt of the signed contract document.

C. Set-up of Records and Filing systems – Item 1.1.3 of the Bill of Quantities

Covers the set-up of records and filing systems as specified in Clause C3.2.3.3, C3.2.5 and C3.2.13. The contract shall ensure all stationery, records and filing systems are available and maintained for the

duration of the contract. The set-up of records and filing systems will not be subject to escalation. The Contractor shall be permitted to claim this cost in full after 28 days from the date of the letter of award and provision of the Work Request books and Control Sheet books.

D. Health and Safety System – Item 1.1.4 of the Bill of Quantities

Covers the compilation and maintenance of the Health and Safety file and system in place to ensure compliance to the Occupational Health and Act as per the requirements of Clause C3.2.3, C3.2.9, C3.2.15 and C3.2.16. The set-up of records and filing systems will not be subject to escalation. The Contractor shall be permitted to claim for the Health and Safety systems in full after 28 days from the date of the letter of award and written approval of the contractors safety file from the Employer.

E. Overheads – Item 1.2.1 of the Bill of Quantities

Covers the provision of the contractors facilities (as per Clause C3.2.3) that the contractor makes available for the fulfilment of this contract. The duties and travelling of the Contracts Manager as per Clause C3.1.4.1 and Admin Manager as per Clause C3.1.4.2 shall be solely covered by the overheads. The administrative, workshop and office duties of the Electrical and Mechanical Superintendent shall be covered by the overheads. The overheads shall cover the standby requirements of this contract as detailed for the contractors staff under Clause C3.1.4. The overheads shall cover the costs of running the CPG program as detailed under C1.2.3.1. The overheads shall be subject to escalation. The Contractor shall be permitted to claim Overheads on a monthly basis at the end of each month completed after 28 days from the date of the letter of award for a period of 36 months.

F. Insurance of Works – Item 1.2.2 of the Bill of Quantities

Covers the insurance cover (as per Clause 8.6.1.1.2, 8.6.1.1.3, 8.6.1.2, 8.6.1.3, 8.6.1.4 and 8.6.1.5) required for the purposes of this contract. The insurance cover must in force from contract commencement until contract completion or termination. The contractor must ensure no interruptions in the insurance cover occurs during the contract period. Insurance of Works will be subject to escalation. The Contractor shall be permitted to claim Insurance of Works on a monthly basis at the end of each month completed after 28 days from the date of the letter of award and receipt of an Insurance Clearance letter from the Employer for a period of 36 months.

G. General Safety – Item 1.2.3 of the Bill of Quantities

Covers the adherence to the permit to work system, lock-out tags, and adherence to safe working practices as per Clause C3.2.3, C3.2.4, C3.2.7 and Annexure C3.4.5. General safety shall be subject to escalation. The Contractor shall be permitted to claim General Safety on a monthly basis at the end of each month completed after 28 days from the date of the letter of award for a period of 36 months.

H. Attendance of Meetings – Item 1.2.4 of the Bill of Quantities

Covers the attendance of meeting as specified in Clause C3.2.5.3. This will include all travel requirements and attendance of the contractors staff as specified by the Employers Agent/Representative. The Contractor shall be permitted to claim for the Attendance of Meetings on a monthly basis at the end of each month completed after 28 days from the date of the letter of award for a period of 36 months.

C3.2.2.2 AD HOC REPAIR AND REFURBISHMENT RESOURCE RATES

- A. Supply of Mechanical Artisan and one assistant, with LDV, inclusive of consumables – Item 2.1.1 of the Bill of Quantities

The rate amount per hour for the supply of a Mechanical Artisan who performs as per the requirements of Clause C3.1.4.6, and an assistant who performs as per the requirements of Clause C3.1.4.9, as well as light duty vehicle (LDV) and consumables as per Clause C3.2.3.4. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which forms part of the working file for each work request issued, in terms of the actual hours worked.

- B. Supply of Electrical Artisan and one assistant, with LDV, inclusive of consumables – Item 2.1.2 of the Bill of Quantities

The rate amount per hour for the supply of an Electrical Artisan who performs as per the requirements of Clause C3.1.4.4, and an assistant who performs as per the requirements of Clause C3.1.4.9, as well as light duty vehicle (LDV) and consumables as per Clause C3.2.3.4. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked.

- C. Supply of Boilermaker/Welder and one assistant, with LDV, inclusive of consumables but excluding electrodes and welding wire – Item 2.1.3 of the Bill of Quantities

The rate amount per hour for the supply of a Boilermaker/Welder who performs as per the requirements of Clause C3.1.4.7, and an assistant who performs as per the requirements of Clause C3.1.4.9, as well as light duty vehicle (LDV) and consumables as per Clause C3.2.3.4. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked.

- D. Supply of Handy man and one Assistant, with LDV, inclusive of consumables – Item 2.1.4 of the Bill of Quantities

The rate amount per hour for the supply of a Handyman who performs as per the requirements of Clause C3.1.4.8, and an assistant who performs as per the requirements of Clause C3.1.4.9, as well as light duty vehicle (LDV) and consumables as per Clause C3.2.3.4. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked.

- E. Travelling Expenses – Item 2.1.5 of the Bill of Quantities

Cover the use of the contractors vehicles which meets the requirements for C3.2.3.4 for fulfilment of the contract per km travelled. This rate shall include fuel, toll fees, lubricants and wear of the vehicle in which the contractor charges per km travelled. The travelling expenses only covers the use of the contractors vehicle by the Superintendents, Artisans, boilermaker/welder, handyman and assistants. The use of the contractors vehicle by the contracts manager and admin manager shall be charged under Overheads (Item 1.2.1 of the Bill of Quantities). The traveling expenses shall be subject to Escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual kilometres travelled.

- F. Supply of Spares, Sub-Contracted services and Capital Expenditure - Item 2.1.6 of the Bill of Quantities

Covers the supply of spares, sub-contracted services and capital expenditure as per Clause C3.2.8. The value shall be specified by the Employer on the Bill of Quantities. The contractor shall claim for the supply of spares, sub-contracted services and capital expenditure on the job card which form part of the working file for each work request issued.

G. Mark-up – Item 2.1.7 of the Bill of Quantities

Covers the mark-up for the supply of spares, sub-contracted services and capital expenditure as per Clause C3.2.8. The value shall be specified by the Employer on the Bill of Quantities. The contractor shall for the supply of spares, sub-contracted services and capital expenditure on the job card and the mark-up will be calculated and added to the total claim on the job card which forms part of the working file for each work request issued.

H. Mechanical Superintendent – Item 2.2.1 of the Bill of Quantities

The rate amount per hour for the supply of a Mechanical Superintendent who performs as per the requirements of Clause C3.1.4.5, except for administrative, workshop and office duties. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked.

I. Electrical Superintendent – Item 2.2.2 of the Bill of Quantities

The rate amount per hour for the supply of an Electrical Superintendent who performs as per the requirements of Clause C3.1.4.3, except for administrative, workshop and office duties. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked.

J. Mechanical Artisan – Item 2.2.3 of the Bill of Quantities

The rate amount per hour for the supply of a Mechanical Artisan who performs as per the requirements of Clause C3.1.4.6, in addition to Item 2.1. of the Bill of Quantities. The Contractor must note that this rate is not for the claim whereby a Mechanical Artisan performs on their own. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked. Approval from the Employers Agent/Representative is required before the supply of an additional Mechanical Artisan.

K. Electrical Artisan – Item 2.2.4 of the Bill of Quantities

The rate amount per hour for the supply of an Electrical Artisan who performs as per the requirements of Clause C3.1.4.4, in addition to Item 2.1. of the Bill of Quantities. The Contractor must note that this rate is not for the claim whereby an Electrical Artisan performs on their own. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked. Approval from the Employers Agent/Representative is required before the supply of an additional Electrical Artisan.

L. Boilermaker/Welder – Item 2.2.5 of the Bill of Quantities

The rate amount per hour for the supply of a Boilermaker/Welder who performs as per the requirements of Clause C3.1.4.7, in addition to Item 2.1. of the Bill of Quantities. The Contractor must note that this rate is not for the claim whereby a Boilermaker/Welder performs on their own. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked. Approval from the Employers

Agent/Representative is required before the supply of an additional Boilermaker/Welder.

M. Handyman – Item 2.2.6 of the Bill of Quantities

The rate amount per hour for the supply of a Boilermaker/Welder who performs as per the requirements of Clause C3.1.4.8, in addition to Item 2.1. of the Bill of Quantities. The Contractor must note that this rate is not for the claim whereby a Boilermaker/Welder performs on their own. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked. Approval from the Employers Agent/Representative is required before the supply of an additional Handyman.

N. Artisan/Handyman Assistant – Item 2.2.7 of the Bill of Quantities

The rate amount per hour for the supply of an Assistant who performs as per the requirements of Clause C3.1.4.9, in addition to Item 2.1. of the Bill of Quantities. The Contractor must note that this rate is not for the claim whereby an Assistant performs on their own. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which form part of the working file for each work request issued, in terms of the actual hours worked. Approval from the Employers Agent/Representative is required before the supply of an additional Assistant.

O. Security – Item 2.2.8 of the Bill of Quantities

The rate only amount per hour for the supply of security as per the requirements of Clause C3.2.17. The Contractor shall seek the approval of the Employer's Agent/Representative prior to despatching security. This rate shall be subject to escalation. The contractor shall claim the rate on the job card which forms part of the working file for each work request issued, in terms of the actual hours worked.

C3.2.3 CONTRACTORS FACILITIES

The minimum prescribed facilities that the contractor is required to avail for the fulfilment of the contract is detailed in this clause. Refer to Clauses C1.2.3.6, C1.2.3.7 and C1.2.3.8.

C3.2.3.1 TOOLS AND EQUIPMENT

The Contractor shall, except where specified, be required to provide all tools and equipment, including vehicles in order for the Contractors staff to fulfil their duties stated in Clause C3.1.4.

The Contractor shall not be reimbursed for the hire or provision of:

- Portable Power tools, including "Hilti" drills
- Welding and gas-cutting equipment, including generators required to power welding machines
- Threading, pipe-bending and other equipment required for the fabrication of pipework
- Hand tools and excavating implements
- Hydraulic jacking or pressing equipment up to 50 tons
- Generator sets for the powering of portable tools

The contractor is required to have a minimum of a 24L compressor available at all times and located at their premises. The contractor shall have the following testing equipment available in an operational state at all times:

- Infrared digital thermometer

- Clamp meter
- Insulation Resistance Tester
- Two calibrated Pressure Gauges capable of measuring up to 40 bar.
- Dial indicator gauge up to 10 mm
- Micrometer (0-200 mm inside, 50-200 outside)
- Vernier calipers up to 300 mm

In addition, each of the Contractor's LDV, at the Contractor's expense, shall be required to carry a Regulation 7 First-aid kit and a 2 kg unit fire extinguisher, suitable for extinguishing electrical and other fires.

Subject to prior approval by the Employer's Agent, the Contractor shall be required to provide the following items of equipment, the supply and hire of which shall be reimbursed by the Employer.

- Pumps for emergency or temporary operations
- Generator sets for the powering of Municipal process equipment
- Earthmoving or excavating equipment
- Rigging and lifting equipment in excess of three tons, including mobile and truck-mounted cranes
- Compressors greater than 24L
- Sandblasting equipment
- Skyjacks (cherry pickers)
- Transportation of single loads exceeding one ton
- Vacuum tankers (honey suckers) and water tankers
- High-pressure water-jetting equipment
- Core / concrete cutting equipment

C3.2.3.2 WORKSHOP FACILITIES AND EQUIPMENT

The Contractor shall provide a light industrial workshop that will at all times be available for the execution of this Contract. The workshop shall be equipped with workbenches, power tools and the items specified in C3.2.3.1 above. **The Contractor shall not be permitted to share workshop premises with other contractors awarded under WS7797, WS7798, WS7799 and WS7800.**

The workshop shall have a minimum area of 120 square metres workspace (excluding offices) available for the execution of this Contract, with lifting equipment capable of a minimum safe working load of 2 tons and entrance facilities suitable for LDV access. The workshop shall have sufficient parking and ease of access for the Employers Agent/Representative.

The workshop premises shall have 3 phase power and a test panel capable of energising equipment up to 11 kW.

The contractor shall locate their workshop operations within the eThekweni Municipality boundaries as defined in Part C4, as the Contractor is expected to address emergency situations within the stipulated response time.

The Employer reserves the right to reject a Tender offering workshop facilities an excessive distance away from the area of operation.

C3.2.3.3 ADMINISTRATIVE FACILITIES AND SYSTEMS

The Contractor shall have a suitably appointed office with telephone, fax and computer facilities for use for the fulfilment of the contract. All administration of the Contract, including financial, shall be by means of

suitable computer based systems, such as MS Word, Excel, Pastel or similar. All monthly reports, quotes, estimates and correspondence shall be submitted to the Employer's Agent electronically via email or hard copy, when requested.

The Contractor is required to implement a system to track the status of individual work requests and is required to report back on a monthly basis (via formal report) as to the status of all open work requests, specifically providing details regarding expected time for completion, appropriate feedback, information regarding any delays and actions required for resolution.

C3.2.3.4 MAINTENANCE TEAMS AND VEHICLES

The Contractor shall provide suitably qualified and experienced artisans and crews who are competent, able to work under their own supervision, willing and able to liaise and report to the Employer's staff as per Clause C3.1.4. Refer to Clause C3.1.2 for the Scope of Contract.

Before any of the contractors staff is allowed to commence work on any of the Employer's facilities, the Contractor shall furnish the Employer with details and proof of the individual's qualifications and experience. The Employer reserves the right to reject any individual deemed unsuitable for the working conditions and technical requirements of the work.

Crews shall comprise of the following combinations;

- Mechanical: Mechanical Artisan, one assistant and a one-ton LDV
- Electrical: Electrical Artisan, one assistant and a one-ton LDV
- Boilermaker/Welder: Boilermaker/Welder, one assistant and a one-ton LDV
- Handyman: Handyman, one assistant and a one-ton LDV

Where additional staff is required, these will be reimbursed as extras in accordance with the Schedule of Quantities.

Vehicles shall be late-model one-ton LDV's, fully compliant with Road Traffic Regulations. The Contractor shall have a minimum of three vehicles available for the fulfilment of the contract at all times. The Contractor shall furnish the Employer with a list of all vehicles utilised for the fulfilment of the contract which will include, make, model, year, licence renewal date and licence number. The Employer reserves the right to refuse the use of a vehicle by the Contractor if it does not comply with this clause (C3.2.3.4) and reserves the right to refuse any travel claims on any of the Contractors' vehicle that does not comply with this clause (C3.2.3.4).

The Contractor shall provide all consumables, included in the rates for these services. Consumables will include wire brushes, rags, hand-cleaner, lubricants, anti-seize, solvents, cleaning agents, oxy-acetylene and LP gas.

Note, however, when large quantities of materials, deemed to be consumables are used, these may be charged as spares, subject to prior agreement with the Employer's Agent.

In the case of lubricants; complete replacement of lubricant in a unit may be charged as spares. Incidental lubrication and top-ups shall be deemed as consumable. Where specialised lubricants are required, complete replacement and top-ups may be charged as spares such as synthetic oils, and lubricants only supplied by OEMs.

In the absence of a generic maintenance or lubrication schedule the Contractor shall obtain these from the equipment supplier and implement them after approval from the Employer's Agent.

It is required that all artisan's shall be well-prepared for tasks to be performed. This is required for both planned and unplanned work. To this end, the mechanical and electrical artisan teams shall, at a minimum, have the following tools/equipment available in their vehicles at all times.

Mechanical artisan team:

- Combination spanners (2 each of sizes 6 to 32mm)
- Construction rachets (17x19mm, 27x30mm)
- Adjustable wrenches (150mm, 200mm, 300mm)
- Ring Slogging Spanners (24mm, 30mm, 32mm, 36mm)
- Socket set (1x1/2" drive, 6 to 32mm sockets, 11-piece Allen Socket (metric))
- Screwdriver set (12-piece, various sizes flat and philips)
- Hexagonal Allen Key Sets (Imperial set, Metric set, Long-reach (metric and ball) set)
- Combination pliers (Standard and Long-nose)
- Grip wrench (vice grip)
- Pipe wrenches (300mm, 600mm)
- Calibrated pressure gauges (-1 to 300kPa, 0 to 1600kPa, 0 to 2500kPa)
- Various male and female pipe fitting adapters, couplers
- Rotary Hammer drill (with masonry and steel drill bit sets)
- General tools:
 - Pump pliers
 - Tin snips (twisted blade)
 - Engineering Scriber
 - Hacksaw (various no. of teeth blades)
 - Hammers (ball peen and club)
 - Flat cold chisel (15m, 21mm)
 - Files (half round and round, 2nd Cut, 250mm with handle, flat file – smooth, 250mm with handle)
 - Tape measure (5m)
 - Wedges (2x150mm 25mm)
 - Centre punch
 - Stanley knife
 - Vernier caliper (150mm)
 - Outside caliper (300mm)

Electrical artisan team:

- Polarity tester
- Duspol Tester
- Insulated Crimper
- Non insulated crimper
- Standard Junior Hacksaw
- Hacksaw
- Electricians combination pliers
- Electricians Long Nose pliers
- Electricians side cutter
- Adjustable wrenches (150mm, 200mm, 300mm)
- Universal plier 145/200
- Socket set
- Hexagonal Allen Key Sets (Imperial set, Metric set, Long-reach (metric and ball) set)
- Tape measure (10m)
- Macky folding utility knife

- Scriber 200mm
- Wire stripper and cutter
- Insulated Flat screwdriver (8*150)
- Insulated Flat screwdriver (3.5*150)
- Insulated Flat screwdriver (5.5*150)
- Insulated Star screwdriver (2*150)
- Insulated star screwdriver (2*180)
- Rotary Hammer drill
- Steel drill bit set
- Electrician hole saw kit
- Extension cord heavy duty
- Safety Harness
- Pliers
- Hammers (ball peen and club)
- Rubber Mallet
- Files (half round and round, 2nd Cut, 250mm with handle, flat file – smooth, 250mm with handle)
- Heavy duty wrench
- Digital Vernier
- Multimeter
- Insulation Tester

C3.2.4 FACILITY ENTRY PROTOCOL

It is a requirement that prior to gaining entry to a Water Pump Station, valve site or Break Pressure Tank site, the Contractor's staff and/or sub-contractors must inform the Water Control Room of their intention. This is done by contacting the Control Room via telephone on contact numbers to be shared during contract kick-off.

The Control Room is manned 24 hours a day, 7 days a week. However, if no answer is received then the Employer's Agent/ Representative must be notified in order to provide a determination on the matter. Lack of response from the Control Room is not considered a valid reason to abandon the work.

The Control room must also be informed once the staff leave the site. Technical staff must keep the Control Room informed as to any pertinent information relevant to the fault/call-out, this includes information regarding any faults not pertaining to the M&E scope. The Control Room operator must be informed of equipment that is locked out (including lock-out tag numbers) and the reasons for lock-outs. It must also be communicated when lock-outs are removed and equipment reinstated.

The Permit-To-Work (PTW) procedure, provided in C.3.4.5, in conjunction with the relevant Safe Operating Procedures (SoPs) need to be adhered to when entering a WTW.

C3.2.5 PROCEDURE FOR THE EXECUTION OF THIS CONTRACT

The purpose of this procedure is to define the authorities, administration and approvals required for work to be carried, and documents generated in the execution of the contract.

This procedure applies to the practical implementation of the Contract on a day-to-day and month-to-month basis. The contractor shall refer to the following annexures to be read in conjunction with this clause:

- C3.4.1 Work request and Control sheet example

- C3.4.2 Job card example
- C3.4.3 Lists of Sites
- C3.4.4 Not Used
- C3.4.5 SOP for EWS Employees and Contractors Performing Work on Site
- C3.4.6 Draft Service Level Agreement – A final SLA shall be entered into by the Contractor and Employer within 28 days from the letter of award which shall be binding on both parties.
- C3.4.7 SOP for maintenance contract

C3.2.5.1 BREAKDOWNS, CALL-OUTS AND REPAIRS

Each job carried out under this part of the Contract shall have a Work Request form (WR), Job Card (JC) and a Control Sheet (CS), on which work and progress is authorised and tracked.

C3.2.5.1.1 WORK REQUESTS

Requests for work shall be generated via various avenues and issued by the Employer's Agent or Representative. The Work request books shall be provided by the Contractor, in duplicate, carbonised books of 50, each pair of sheets uniquely numbered (WR followed by a five digit number, for which the relevant sequence will be shared during contract execution) and carrying the information referred to in Annexure C3.4.1 (A).

The issue of the Work Request shall be done as follows:

1. The Originator will complete the Work Request form.
2. Depending on the urgency, the Originator shall call the Contractor's office with details of the request and/or email the Contractor with the details of the work and WR number.
3. Area Engineers/Technicians are at liberty to bring work to the attention of the contractor on site. Where requests and approvals are given verbally, the date and time shall be recorded and the Originator shall email the Work Request top copy to the Contractor's office, within 24 hours or on the next working day.
4. All repairs over R 5,000.00 shall require approval by the Employer's Agent or Representative after submission of a cost estimate by the Contractor, before work is commenced. In urgent circumstances approval may be conveyed verbally but must be followed-up as soon as possible with written proof of approval.
5. The original top copy of every Work Request shall be included in the working file of each job when submitted for payment. These shall be collected from the Employer's Agent or Representative by the Contractor timeously.

C3.2.5.1.2 JOB CARDS

The Contractor shall compile an overall Job Card for each job carried out with the following detailed information (Refer to Annexure C3.4.2):

- Work Request and Control Sheet numbers.
- Labour hours for each category, with rates. Overtime hours to be indicated.
- Description of the tasks performed on each date/trip claimed.
- Kilometres travelled, rate and sub-total of cost.
- Spares supplied, with details of supplier, invoice numbers, cost and total cost, including mark-up.
- Sub-contracted work repairs, with details of sub-contractor, invoice numbers, cost and total cost including mark-up.
- Sub-totals for each category and total costs, excluding VAT, to be shown.

- Authorisation, on completion, by the Employer's Agent

In addition to the overall job card, each artisan responding to a Work Request shall complete a separate job card with the following detailed information (The template used for the Artisan Job Cards are to be as per Annexure C3.4.2, however, the rates do not need to be calculated/populated):

- Work Request and Control Sheet numbers.
- Artisan and Assistant's name
- Vehicle mileage at start and stop of each trip relating to the WR.
- Time at start and stop of each trip relating to the WR.
- Location description at start and stop of each trip relating to the WR.
- Labour hours for each category, with overtime hours indicated.
- Description of the tasks performed for date/trip.
- Kilometres travelled, which needs to tie in with the mileage recorded.
- Spares supplied, with details of supplier, invoice numbers and cost.
- Sub-contracted work repairs, with details of sub-contractor, invoice numbers and cost.

The information required is critical to ensure that the costs for every WR can be justified. Payment will not be approved without such information.

C3.2.5.1.3 CONTROL SHEETS

The Control Sheets shall be provided by the Contractor, in duplicate, carbonised books of 50, each pair of sheets uniquely numbered (CS followed by a five-digit number, for which the relevant sequence will be shared during contract execution) and carrying the information referred to in Annexure C3.4.1 (B).

C3.2.5.2 NON-CONFORMANCE REPORT SYSTEM

The Employer reserves the right to put in place a non-conformance reporting system, in consultation with the Contractor.

C3.2.5.3 MEETINGS

The Employer's Agent/Representative and Contractor shall meet with all EAR/Technicians and supervisory staff, on a monthly basis (compulsory), in order to process Job Sheet and Control Sheet approvals, plan work and discuss work in progress. Ad-hoc meetings shall also be requested by Employers Agent/Representative whereby the Contractor shall attend. The contractor shall also prepare sufficiently for these meetings to ensure an efficient and effective interaction takes place.

C3.2.5.4 REMUNERATION

Remuneration of the contractor shall be in accordance with Clause C3.2.2.1 for the Preliminary and General Items (Section 1 of the Bill of Quantities) of the contract. The Employer shall provide the Contractor with an order number for which an invoice will be generated by the contractor to claim for payment.

For the execution of work (Section 2 of the Bill of Quantities) the contractor shall be remunerated according to Annexure C3.4.7. Working files for closed work requests shall be submitted for review to the Employer within 7 days of WR closure.

The Contractor shall bear the responsibility of verifying payments made by the Employer and raising issues such as no payment received or payment not received in full, within ten days such payment is due to the Contractor, to the Employers Agent/Representative to address.

C3.2.5.5 RECORDS

Work Requests

- Original in working file (to Employer's Agent/Representative)
- Second copy to be retained by the Contractor
- Third copy to be retained by Area Engineers/Technicians

Control Sheets

- Original in working file (to Employer's Agent/Representative)
- Second Copy to be retained by the Contractor
- Third Copy to be retained be Area Engineers/Technicians

Job Cards

- Original in working file (to Employer's Agent/Representative)
- Second copy to be retained by Contractor

Fully signed-off and approved working files for all WRs claimed within a month must be collated, bound by area and delivered to the Employer's Agent within the timeline stated in the Service Level Agreement in Annexure C3.4.6. The Contractor shall also be responsible for the delivering of working files to the Works Area Managers and Networks Area Engineers to obtain their approval.

Note: All stationery, including numbered carbonised books, shall be priced for under Item 1.1.3 of the Bill of Quantities. Stationery shall bear the eThekweni Water and Sanitation name, Contract name and number, and the Contractor's contact details. In addition, the contractor shall provide Metro file (or equivalent) archive cardboard boxes (430mm x 330mm x 260mm) for the storage of signed off working files packs described in Annexure C3.4.7 for the duration of the contract.

It is imperative, for technical and financial control of the Contract, that every job done is properly requested and authorised, that work and costs are accurately recorded on the documentation described above.

This Contract is subject to technical and financial audit without prior notice; the Contractor is expected to avail themselves, with reasonable warning, if their presence is required to explain/interpret documentation pertaining to this contract.

The contractor shall on a daily basis maintain an inventory list and lockout register. The inventory list shall detail the location of the Employers equipment, associated WR and CS number, date if sent to a sub-contractor and estimated date of delivery. The lockout register shall detail the number of the lockout, site and equipment, reason for lockout, date of lockout and the person who locked the panel out. The list and register must be produced by the Contractor when requested for by the Employers Agent/Representative.

C3.2.6 BLUE DROP

The Contractor is required to submit details of their employee's qualifications and experience annually in order for the Employer to comply with the Blue Drop Audit procedure. This information must be provided in a bound file with CVs, identity documents and qualifications for all staff members that work on this Contract, and electronically on a flash disk. Identity documents and qualifications are required to be certified as true copies by a Commissioner of Oaths.

C3.2.7 PERMIT TO WORK

For work to be performed at Water Treatment Works that require plant shutdowns or includes the Contractor working for long durations or for dangerous work, a permit to work must be completed and approved before work proceeds, unless other arrangements have been made with the Works Superintendent or Engineer.

The Employer's Agent is to be informed of work done and a permit to work issued at the discretion of EWS management.

Any type of work, which at the discretion of the Employers Agent/Representative, will require the Contractor to be issued a Permit to Work prior to commencement of that particular type of work.

Note: It is compulsory for a Maintenance Clearance Certificate (MCC) to be completed at all times, for all types of work on site.

C3.2.8 SUPPLY OF SPARES AND SUB-CONTRACTED SERVICES, CAPITAL EXPENDITURE AND MARK-UP

The Contractor shall be required to provide or procure all spares and sub-contracted services required to carry out repairs as well as engage in capital work. Sub-contracted services are regarded as activities that are not core to the Contractor's field of expertise, such as high-voltage electrical work (i.e. exceeding 525 Volts), motor re-winds, machining, epoxy-coatings, etc., or for the use of services requiring specialised equipment such as cranes and rigging, high-pressure jetting, shot-blasting etc. Capital work (Refer to Clause C3.1.2.3) includes the replacement of equipment, upgrade of plants, etc which may in the form of spares or sub-contracted services.

Spares and sub-contracted services (including Capital work) shall be reimbursed at cost plus percentage mark-up, in accordance with the supplier/sub-contractor invoices (excl. VAT), as per the following rates:

Invoice value:	All invoice	7.5% mark-up
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The employer shall require proof of all purchases (by way of a tax invoice) to be provided with all claims.

Should the cost of spares for any single repair job exceeds R 5,000.00 (excluding VAT and mark-up), written authorisation shall first be obtained from the Employer's Agent. Where practicable, the Contractor shall obtain three quotes for such spares or services. In the case of spares, this shall apply to single spares or similar items (such as bearings, contactors etc.). Sub-contracted services and the associated costs shall be approved according to Clause C1.2.3.10.

Spares or sub-contracted services which are procured *without* the Employer's approval shall strictly be for the Contractor's account, and may not be claimed for payment.

In addition, the contractor shall have accounts in place with reputable suppliers for mechanical and electrical spares to ensure that a quick response time can be guaranteed.

Where discounts are offered to the Contractor in terms of spares or sub-contracted services, these shall be passed on to the Employer.

The Employer reserves the right to order spares or sub-contract services directly and to supply the spares to the Contractor as free issue. However, the Contractor's warranty in respect of free-issue spares shall, unless otherwise determined by the Employer's Agent, be limited to workmanship only.

C3.2.9 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor shall be required to provide all PPE required to carry out this Contract. This will include, but not be limited to, overalls, boots, gloves, masks, face-shields, goggles, safety belts, safety harness, waders etc. Contractor staff shall at all times wear appropriate PPE.

The basic and minimum clothing requirement for Contractor staff is boots and overalls. Overalls shall be clearly marked, identifying the worker as an employee of the Contractor. In line with the Employer's policy, the Contractor's staff shall be permitted to work in T-shirts, instead of overall jackets, where such attire does not compromise safety and working conditions. T-Shirts shall also carry the Contractor's name.

C3.2.10 COMMUNICATIONS WITH THE EMPLOYER

The Contractor shall provide the Employer with a list of the names and contact numbers of those staff undertaking or supervising the activities of the Contract, as well as a roster of those on after-hours standby. Landline as well as cellular phone contacts shall be required. The Contractor or standby staff shall at all times be available by cellphone.

The Contractor shall provide an e-mail address for communication with the Employer and have the ability to send and receive scanned images and documents.

It is expected that the Contractor's staff will provide feedback on each Work Request, usually via WhatsApp in the following manner (as a minimum):

- Once the team arrives on site
- Once the fault has been diagnosed
- Once the fault has been resolved
- At two hourly intervals in between any of the above events

The WhatsApp communication shall also form part of the working file email trail.

Feedback for routine site work or call-outs shall be provided as per the agreed template which will form part of the Service Level Agreement upon Contract award.

C3.2.11 WORKING HOURS AND CALL-OUTS

Normal working hours are 07h30 to 16h00 Monday's to Friday's.

The Contractor may claim 1.5 times the tendered rate for work done outside of these hours, except for work on Sundays and Public Holidays, where the Contractor may claim 2 times the tendered rate.

In the case of Call-outs ("Extreme Urgency"), a premium shall be paid as follows; up to three hours, an additional one hour may be claimed to compensate the Contractor for inconvenience. From four hours, only the actual hours worked shall be reimbursed.

As per the requirements of C3.2.4, the Contractor's staff are also required to liaise with and report any defects telephonically to the Water Control Room. This is particularly required for faults that may fall outside the ambit of this Contract.

C3.2.12 SUB-CONTRACTING AND CPG

Throughout the contract the contractor shall strive to achieve sub-contracting requirements of the contract

as detailed in Clause C1.2.3.1. The contractor shall also ensure that the CPG sub-contractors are aware of the scope of works and project specification of the contract and ensure compliance.

If the Contractor has identified personnel or entities in their organogram in fulfilment of the staffing requirements of the Contract, these personnel or entities cannot be granted work as sub-contractors by the main contractor. Once the main contractor lists personnel or entities in their organogram these resources will be regarded as acting as the main contractor themselves.

It is the Contractor's responsibility to ensure that all sub-contractors who perform work at the Employer's facilities or on the Employer's equipment are in good standing with the Compensation Commissioner, as a minimum. The Employer reserves the right to request proof of such, as required. This clause does not absolve the Contractor from ensuring that sub-contractors meet the all main Contractor's other safety requirements as set out in the OSH Act or other applicable standards.

C3.2.13 END OF CONTRACT

Throughout the duration of the Contract, plant and equipment is required to be maintained so as to remain at the optimum design level. In the case of improvements, the improved performance shall be required to be maintained, subject to fair wear-and-tear.

The Contractor shall be required to honour warranties until they expire, including after termination of the Contract.

Approaching the end of Contract, the Contractor will be required to compile a complete report listing all outstanding work, detailing planned completion dates and scope of work to be completed. The Contractor will also be required to attend a handover meeting with the Employer and any other party the Employer deems necessary.

C3.2.14 SITE FACILITIES AVAILABLE

The site facilities described in this clause details which facilities, that are owned by the Employer, the Contractor shall be permitted to use.

C3.2.14.1 POWER SUPPLY, WATER AND OTHER SERVICES

Power supply (220V and 400V AC) shall be available for the Contractor's use at all facilities, except in the event of power failures or at new installations not yet supplied with power. Arrangements for power shall be arranged in consultation with the Employer's Agent/Representative. Potable water is not available at all sites. No payment shall be required for the provision of these services.

C3.2.14.2 TEMPORARY OFFICES AND WORKSHOPS

The Employer shall provide no temporary offices or workshops.

C3.2.14.3 SANITARY FACILITIES

The Contractor's staff shall be permitted to use sanitary facilities, **where available**, but not ablutions.

C3.2.14.4 TELEPHONE FACILITIES

The Contractor shall not be permitted to use the Employer's telephones and shall be required to have staff

equipped with cell phones at all times.

C3.2.15 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

C3.2.15.1 NATURAL VEGETATION

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

C3.2.15.2 FIRES

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

Each Contractor LDV shall be required to carry a fire extinguisher, suitable for extinguishing electrical and other fires.

C3.2.15.3 ENVIRONMENTAL MANAGEMENT PLAN

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.3: Particular Specifications, will be adhered to.

C3.2.16 OCCUPATIONAL HEALTH AND SAFETY

C3.2.16.1 GENERAL STATEMENT

The contractor shall be required to attend a mandatory Safety Induction prior to commencement of work as per Annexure C3.4.5. **The Employer reserves the right to amend annexure C3.4.5 with the aim of improving safety which is prompted by an incident or accident, improvements in the procedure, advances in technology and in the interest of more effective health and safety in the workplace.**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

C3.2.16.2 HEALTH AND SAFETY SPECIFICATIONS AND PLANS TO BE SUBMITTED AT TENDER STAGE

C3.2.16.2.1 EMPLOYER'S HEALTH AND SAFETY SPECIFICATION

The Employer's Health and Safety Specification is included in Part C3.3: Particular Specifications and Annexure C3.4.5.

C3.2.16.2.2 TENDERER'S HEALTH AND SAFETY PLAN

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to Part T2.2: Contractor's Health and Safety Plan.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in Part T2.2: Contractor's Health and Safety Plan.

The detailed safety plan will take into consideration the site specific risks and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

A generic plan will not be acceptable. In addition, each Contractor LDV shall, at the Contractor's expense,

be required to carry a basic first-aid kit and a fire extinguisher, suitable for extinguishing electrical and other fires.

C3.2.16.3 COST OF COMPLIANCE WITH THE OHSA CONSTRUCTION REGULATIONS

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

C3.2.17 SECURITY

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including subcontractors, and all site plant and construction equipment required for the works. The Contractor shall be responsible for arranging for security to be despatched when required inclusive of normal, non-working and special working days. The security provided shall include at least one security personnel who is armed, have a cell phone and is linked to armed response.

Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

The contractor shall price for security under Item 2.2.8 of the Bill of Quantities and charge per hour. The contractor shall request for approval from the Employer's Agent/Representative prior to the use of security.

C3.2.18 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance. The final KPIs will form part of the signed Service Level Agreement between the contractor and Employer.

C3.2.19 ACCIDENTS INVOLVING CONTRACTOR STAFF

Should any accidents or incidents occur involving the Contractor's staff, it shall be the Contractor's responsibility to take the necessary action to see to the care and well-being of those staff. However, in an emergency situation the Employer shall provide assistance but reserves the right to recover the costs of such assistance from the Contractor.

C3.3: PARTICULAR SPECIFICATIONS


In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

- C3.3.1** **PART AH - OHSA 2014 SAFETY SPECIFICATION** (Attached as a pdf document 32 Pages)
 BASELINE RISK ASSESSMENT (Attached as a pdf document 9 Pages each)
 HEALTH AND SAFETY SPECIFICATION (Attached as a pdf document 19 Pages each)
- C3.3.2** **CODE OF CONDUCT**
 (Attached as a pdf document 4 Pages)
- C3.3.3** **THE USE OF CLOS AND LOCAL LABOUR**
 (Attached as a pdf document 1 Page)


C3.4: ANNEXURES

C3.4.1 WORK REQUEST AND CONTROL SHEET EXAMPLE

A. WORK REQUEST

ETHEKWINI WATER AND SANITATION M&E BRANCH Contract No.					
Contract Name		Tel.		03100000	
Contractor address line 1		Fax		03100001	
Contractor address line 2		Email		xxxx@contractor.co.za	
Contractor address line 3					
WORK REQUEST FORM			WR XXXXX		
FACILITY:			DATE:		
NAME OF EQUIPMENT AND LOCATION:					
NATURE OF BREAKDOWN OR WORK TO BE CARRIED OUT:					
URGENCY:	3 HOURS	24 HOURS	TO BE PLANNED	DATE/TIME:	
REQUESTED BY:			SIGNED:		
REQUEST RECEIVED BY:					
CONTROL SHEET NUMBER:					
REMARKS:					

B. CONTROL SHEET

ETHEKWINI WATER AND SANITATION M&E BRANCH Contract No.					
Contract Name		Tel.		03100000	
Contractor address line 1		Fax		03100001	
Contractor address line 2		Email		xxxx@contractor.co.za	
Contractor address line 3					
CONTROL SHEET					
WR			CS YYYYY		
FACILITY:			DATE RECEIVED:		
WORK INSTRUCTION:					
URGENCY:	3 HOURS	24 HOURS	TO BE PLANNED	DATE/TIME REQUESTED:	
REQUESTED BY:					
LABOUR		R			
TRAVEL		R			
SPARES		R			
SUBCONTRACTED SERVICES		R			
MARK-UP		R			
TOTAL		R			
CONTRACTOR CONFIRMS ABOVE INFORMATION IS CORRECT					
SIGNED:			DATE:		
WORKS/NETWORKS AREA MANAGER'S APPROVAL FOR PAYMENT					
SIGNED:			DATE:		
CONTRACT MANAGER'S APPROVAL FOR INCLUSION IN PAYMENT CERTIFICATE					
SIGNED:			DATE:		

C3.4.2 JOB CARD EXAMPLE

ETHEKWINI WATER AND SANITATION															
CONTRACT NO.															
JOB CARD															
FACILITY:				WR NO:				DATE:							
MECH (Y/N)				ELEC (Y/N)				CS NO:				COMPLETED:			
WORKS INSTRUCTION:															
NAME OF ARTISANS:				SIGNATURE:											
NAME OF SUPERINTENDENT:				SIGNATURE:											
AREA ENGINEER:															
LABOUR															
	RATE PER HR	NORMAL TIME				OVERTIME (x 1.5)				OVERTIME (x 2)				TOTAL	
DATE														R	-
MECH. ARTISAN + ASST														R	-
ELEC. ARTISAN + ASST														R	-
BOILER/WELDER + ASST														R	-
HANDY MAN + ASST														R	-
ELEC. ARTISAN														R	-
MECH. ARTISAN														R	-
BOILERMAKER/WELDER														R	-
HANDY MAN														R	-
ASSISTANT														R	-
MECH. SUPERINTENDENT														R	-
ELEC. SUPERINTENDENT														R	-
LABOUR SUB-TOTAL												R	-		
	RATE PER Km	DISTANCE TRAVELLED												TOTAL	
DATE															
DISTANCE															0
TRANSPORT SUB-TOTAL												R	-		
SPARES SUPPLIED															
SUPPLIER										INVOICE NO.		COST			
SPARES SUB-TOTAL												R	-		
SUB-CONTRACTED REPAIRS															
SUB-CONTRACTOR										INVOICE NO.		COST			
SUB-CONTRACTOR SUB-TOTAL												R	-		
TOTAL DISBURSEMENTS:												R	-		
MARK-UP															
Value of Disbursements equals to or less than R30 000															
												R	20%	R	-
Value of Disbursements >R30 000															
												R	15%	R	-
MARK-UP SUB-TOTAL												R	-		
TOTAL												R	-		
Fault :															
Work carried out :															

C3.4.3 LISTS OF SITES**C3.4.3.1 WATER PUMP STATION, ACTUATED VALVE AND BREAK PRESSURE TANK FACILITIES**

Facility Name	Area	Motor Ratings	Voltage	GPS Co-ordinates
A1	West	2 x 7.5 kW	400	30°41'27.692"E 29°37'15.582"S
A4	West	2 x 5.5 kW	400	30°42'55.907"E 29°36'40.646"S
A7	West	2 x 30 kW	400	30°45'59.261"E 29°35'19.648"S
A9	West	2 x 15 kW	400	30°47'14.077"E 29°35'21.408"S
A13	West	2 x 1.1 kW	400	30°47'58.809"E 29°36'25.245"S
A15	West	2 x 3 kW	400	30°48'24.534"E 29°36'49.062"S
ADAMS MISSION K1	South	2 x 37 kW	400	30°48'35.676"E 30°2'10.009"S
ADAMS MISSION K3	South	2 x 30 kW	400	30°49'21.702"E 30°1'32.803"S
ADAMS MISSION K4	South	2 x 22 kW	400	30°49'5.679"E 30°0'52.885"S
ADAMS MISSION K6 VALVES	South		400	30°46'27.482"E 29°59'46.403"S
ALPINE ROAD VALVES	Central		400	30°59'59.393"E 29°48'50.617"S
ALVERSTON NEK	West	3x22kW 2x30kW	400	30°43'17.684"E 29°45'38.609"S
ASHLEY DRIVE BPT	West		400	30°46'56.857"E 29°47'23.855"S
ATHLONE PARK	South	2 x 7.5 kW	400	30°55'26.629"E 30°0'49.954"S
ATHLONE PARK	South	1 x 22 kW	400	30°55'26.629"E 30°0'49.954"S
BELLAMONT ROAD / UMDLOTI RESERVOIR	North	2 x 4 kW	400	31°7'20.558"E 29°39'26.442"S
BELVEDERE RES WPS	North	2 X 5.5 kW	400	31°4'39.211"E 29°34'43.305"S
BLUFF 1 RES	Central	2 x 22 kW	400	31°0'42.749"E 29°54'41.765"S
BLUFF 2 & 3 RES	Central	2 x 11 kW	400	31°0'18.65"E 29°56'3.931"S
BLUFF SOUTH	Central	3 x 11 kW	400	30°59'18.691"E 29°57'16.996"S
BOTHA'S HILL	West	2 x 5.5 kW	400	30°44'49.997"E 29°45'28.746"S
CANELANDS	North	2 x 5.5 kW	400	31°3'37.874"E 29°37'39.465"S
CATO MANOR BOOSTER	Central	2 x 1130 kW	11kV	30°58'11.491"E 29°51'44.04"S
CATO MANOR RES	Central	3 x 11 kW	400	30°58'40.663"E 29°52'11.587"S

CATO RIDGE	West	2 x 75 kW	400	30°37'30.145"E 29°42'26.547"S
CATO RIDGE VALVE	West		400	30°37'30.145"E 29°42'26.547"S
CHATSWORTH 1 RESERVOIR	Central	2 x 160 kW	400	30°53'58.984"E 29°54'41.76"S
CHATSWORTH 1 BOOSTER	Central	2 x 160 kW	400	30°53'58.984"E 29°54'41.76"S
CHATSWORTH 4 RESERVOIR	Central	2 x 5 HP	400	30°51'34.626"E 29°54'12.699"S
CHESTERVILLE RES	Central	2 x 7.5 kW	400	30°56'42.049"E 29°50'44.2"S
CLIFTON WPS	West	2 x 30 kW	400	30°41'29.998"E 29°53'51.268"S
CLUB HOUSE	West	2 x 45 kW	400	30°49'36.499"E 29°49'12.545"S
CORNUBIA	North	2 x 22 kW	400	31°2'42.439"E 29°41'20.861"S
CRAGIEBURN ELEVATED TANK	South	2 x 7.5 kW	400	30°44'29.482"E 30°12'15.095"S
CROWDER WPS	South	2 x 2.2 kW	400	30°41'59.004"E 30°10'56.896"S
DRUMMOND	West	3 x 185 kW	400	30°42'30.278"E 29°45'43.997"S
DUNKELD	West	3 x 22 kW	400	30°55'52.339"E 29°48'0.515"S
DURBAN NORTH HIGH LEVEL	North	2 x 7.5 kW	400	31°1'57.787"E 29°46'48.392"S
E1	North	2 x 7.5 kW	400	30°52'11.539"E 29°38'22.642"S
E2	North	2 x 7.5 kW	400	30°51'38.61"E 29°37'30.195"S
E5	North	2 x 5.5 kW	400	30°53'27.343"E 29°36'46.662"S
E5 BOREHOLE PUMPS - ND0064	North	1 x 5.5 kW	400	30°53'33.634"E 29°36'49.619"S
E5 BOREHOLE PUMPS - ND0065	North	1 x 5.5 kW	400	30°53'17.22"E 29°36'49.118"S
EMONA	North	2 x 3 kW	400	31°5'53.187"E 29°33'22.495"S
ETAFULENI BOOSTER	North	3 x 37 kW	400	30°56'36.75"E 29°40'23.776"S
ETAFULENI RESERVOIR	North	2 x 5.5 kW	400	30°56'41.187"E 29°40'10.02"S
EVEREST HEIGHTS	North	2 x 5.5kW	400	31°1'48.824"E 29°38'20.23"S
FIRWOOD RES	Central	2 x 22 kW	400	30°53'35.489"E 29°51'24.996"S
FOLWENI E1	South	2 x 75 kW	400	30°50'51.073"E 29°59'13.774"S
FOLWENI F2	South	2 x 75 kW	400	30°49'45.504"E 29°59'35.923"S

GARDEN LOTZ	South	2 x 2.2 kW	400	30°52'40.195"E 30°1'31.841"S
GEORGEDALE RES VALVES	West		400	30°36'23.715"E 29°47'7.524"S
GLENWOOD VALVES	Central		400	
GRACE AVENUE VALVES	West		400	30°57'35.855"E 29°49'37.155"S
GRANGE	North	2 x 55 kW 2x 75 kW 2 x 22 kW 1 x 45 kW 1 x 37 kW	400	31°2'18.046"E 29°37'57.395"S
GREENSIDE / LEA DRIVE BPS	West	2 x 75kW	400	30°54'48.542"E 29°49'39.699"S
GWALA STREET VALVES	Central		400	30°57'1.556"E 29°56'33.914"S
HAMMARSDALE ET WPS	West	2 x 37 kW	400	30°39'17.116"E 29°46'24.518"S
HIGGONSON HIGHWAY VALVES	Central		400	30°56'25.74"E 29°55'40.116"S
HOCKING PLACE	West	3 x 75 kW	400	30°50'12.569"E 29°49'8.529"S
ILLOVO BEACH	South	2 x 7.5 HP	400	30°50'55.295"E 30°6'52.235"S
ILLOVO LANDFILL WPS	South	2 x 2.2 kW	400	30°49'0.228"E 30°6'55.008"S
ISIPINGO BEACH	South	2 x 7.5 HP	400	30°56'53.634"E 29°59'46.193"S
ISIPINGO HILLS	South	2 x 6 HP	400	30°54'57.991"E 29°58'55.582"S
JAN ROZ	North	2 x 11 kW 2 x 4 kW	400	31°8'27.586"E 29°32'47.66"S
KATZKOP BOOSTER	North	2 x 5.5 kW	400	31°2'57.801"E 29°39'35.811"S
KATZKOP RESERVOIR	North	2 x 2.2 kW	400	31°2'40.881"E 29°39'36.389"S
KLAARWATER	Central	2 x 7.5 kW	400	30°51'24.093"E 29°53'1.387"S
KLOOF WEIR	West	2 x 60 HP	400	30°49'51.042"E 29°46'22.284"S
KNELSBY	West	3 x 7.5 kW 2 x 22 kW	400	30°45'25.134"E 29°46'44.693"S
KWADEBEKA 1 RES VALVE	West		220	30°53'26.022"E 29°46'16.621"S
KWAMAKHUTHA BOOSTER	South	3 x 185 kW	400	30°51'4.043"E 30°3'8.211"S
KWAMAKHUTHA RES	South	3 x 7.5 kW	400	30°50'56.18"E 30°1'54.797"S
KWASILWANE	North	2 x 18.5 kW	400	30°54'53.892"E 29°37'48.718"S
LA MERCY	North	2 x 7.5 kW	400	31°8'1.354"E 29°38'2.374"S

LAMONT	Central	2 x 11 kW	400	30°56'17.691"E 29°55'53.003"S
LAMONT VALVES	Central		400	30°56'17.691"E 29°55'53.003"S
LEA DRIVE RESERVOIR	West	2 x 7.5 kW	400	30°55'13.756"E 29°49'53.091"S
LOTUS PARK	South	2 x 5.5 kW	400	30°54'26.186"E 30°0'1.208"S
LOVU (SMITHFIELD)	South	2 x 15 kW	400	30°48'46.686"E 30°3'40.027"S
LOVU 5	South	2 x 11 kW	400	30°49'38.422"E 30°3'8.732"S
M1 / TSHELIMNYAMA 1	West	3 x 75 kW	400	30°48'52.429"E 29°51'14.193"S
M1A / TSHELIMNYAMA 2	West	3 x 132 kW	400	30°48'1.519"E 29°50'34.926"S
M1B / TSHELIMNYAMA 3	West	2 x 5.5 kW	400	30°47'45.303"E 29°50'31.067"S
MAGABENI	South	2 x 15 kW 2 x 11 kW	400	30°45'40.189"E 30°9'52.968"S
MAGABENI RES 2 WPS	South	2 x 18.5 kW	400	30°46'1.737"E 30°10'29.829"S
MAMBA RIDGE	North	1 x 7.5 kW	400	31°7'55.788"E 29°34'9.854"S
MARINE DRIVE	South	3 x 11 kW	400	31°2'8.865"E 29°54'19.846"S
METCALFFE	North	2 x 4 kW	400	31°6'48.137"E 29°33'43.971"S
MFUME 1 RES / MFUME SUCTION	South	2 x 185 kW	400	30°46'40.461"E 30°8'15.992"S
MFUME WPS / KHANYILE	South	2 x 18.5 kW	400	30°42'57.516"E 30°7'31.547"S
MGOBOZINI	South	2 x 0.75 kW	400	30°46'57.055"E 30°7'59.542"S
MIDNIGHT CAFE	South	2 x 45 kW	400	30°44'39.161"E 30°11'48.933"S
MONTESEEL	West	2 x 15 HP	400	30°40'6.5"E 29°44'15.279"S
MONTILLE VALVES	Central		400	30°58'29.871"E 29°51'38.912"S
MOORTEN	Central	2 x 1.5 kW	400	30°51'18.526"E 29°54'1.398"S
MOUNT MORIAH	West	3 x 75 kW	400	30°53'8.207"E 29°48'47.264"S
MT VIEW	North	3 x 90 kW	400	31°1'52.01"E 29°39'2.972"S
MZINYATHI 1 / SENZOKUHLE E4 WPS	North	2 x 37 kW 2 x 18.5 kW	400	30°53'38.268"E 29°39'4.83"S
MZINYATHI 2 / SENZOKUHLE RES	North	2 x 18.5 kW	400	30°53'37.486"E 29°38'24.326"S
MZINYATHI BOOSTER / MGANGENI BOOSTER	North	2 x 7.5 kW	400	30°53'10.116"E 29°39'0.094"S

N / ST. WENDOLINS	West	3 x 160 kW	400	30°51'42.46"E 29°52'3.408"S
NAIDOOVILLE	South	3 x 110 kW	400	30°46'14.22"E 30°12'26.605"S
NDAYA WPS / MGODI WPS	South	2 x 18.5 kW	400	30°41'7.361"E 30°6'36.516"S
NEW GERMANY	West	2 x 75 kW	400	30°52'29.422"E 29°47'47.129"S
NEWLANDS 1	North	2 x 5.5 kW	400	30°56'57.361"E 29°46'10.266"S
NEWLANDS 3	North	2 x 5.5 kW	400	30°58'52.415"E 29°46'19.012"S
NORTHDENE 3	Central	3 x 1530 kW	11KV	30°53'21.032"E 29°51'45.094"S
NORTHDENE 3 - FIRWOOD PUMPS	Central	2 x 90 kW	400	30°53'21.032"E 29°51'45.094"S
NORTHDENE RES 1 & 2 VALVES	Central		400	30°53'21.735"E 29°51'32.917"S
NR 2	North	2 x 185 kW 2 x 110 kW 2 x 250 kW/3 x 225 kW 4 x 185 kW	400	30°56'23.404"E 29°43'43.708"S
NR 2 VALVES	North		400	30°56'23.404"E 29°43'43.708"S
NR 5	North	2 x 5.5 kW	400	30°55'24.5"E 29°43'15.094"S
NR 7	North	2 x 7.5 kW	400	30°55'36.571"E 29°44'49.361"S
NYOKENI WPS	North	2 x 5.5 kW	400	31°2'12.883"E 29°36'12.286"S
OAKFORD WPS	North	2 x 37 kW	400	31°0'44.129"E 29°36'59.911"S
OGUNJINI 1	North	2 x 90 kW	400	30°58'57.633"E 29°36'21.933"S
OGUNJINI 4	North	1 x 0.75 kW	220	30°56'2.53"E 29°36'23.438"S
P / WASHINGTON HEIGHTS	West	3 x 45 kW	400	30°49'14.083"E 29°52'32.203"S
PANORAMA PARK	South	2 x 7.5 kW	400	30°50'34.95"E 30°7'4.201"S
PHOENIX 2	North	3 x 11 kW	400	31°0'59.24"E 29°41'52.815"S
PHOENIX 4	North	2 x 11 kW	400	30°58'49.707"E 29°41'34.746"S
PROSPECTON	South	2 x 75 kW	400	30°55'40.859"E 30°0'17.741"S
Q / INTAKE ROAD	West	1 x 4 kW 2 x 7.5 kW	400	30°49'23.896"E 29°53'5.621"S
REDCLIFFE	North	2 x 15 kW	400	31°0'40.797"E 29°38'15.759"S
RIDGE END	Central	3 x 30 kW	400	31°0'42.817"E 29°49'9.853"S

ROB ROY / BOTHA'S HILL BOOSTER	West	2 x 7.5 kW	400	30°44'23.589"E 29°45'4.015"S
SCA UMLAZI BOOSTER (NEW)	Central	3 x 1250 kW	11 KV/ 6.6KV	30°56'21.858"E 29°57'50.237"S
SCA UMLAZI BOOSTER (OLD)	Central	2 x 650 kW 2 x 440 kW	11 KV/ 6.6KV	30°56'45.308"E 29°57'18.49"S
SHALLCROSS 1 & 2 PUMPS	Central	2 x 55 kW	400	30°52'7.137"E 29°52'52.978"S
SHALLCROSS 1 & 2 VALVES	Central		400	30°52'7.137"E 29°52'52.978"S
SHERWOOD	Central	3 x 75 kW	400	30°58'29.288"E 29°49'47.654"S
SHONGWENI	West	2 x 7.5 kW	400	30°40'31.665"E 29°50'7.88"S
SOUTH RIDGE	Central	3 x 18.5 kW	400	30°59'14.654"E 29°51'19.443"S
ST. THOMAS	Central	3 x 75 kW	400	30°59'59.393"E 29°48'50.617"S
STERKSPRUIT	West	2 x 5.5 kW	400	30°37'50.834"E 29°44'47.178"S
SUMMERVELD	West	2 x 15 kW	400	30°43'7.643"E 29°47'47.39"S
SUNNINGDALE	North	2 x 37 kW	400	31°2'51.289"E 29°44'48.456"S
TONGAAT SOUTH	North	2 x 3 kW	400	31°5'58.955"E 29°35'12.495"S
TRENNANCE RES 1	North	3 x 45 kW	400	31°0'50.165"E 29°39'8.3"S
TRENNANCE RES 3	North	2 x 7.5 kW	400	30°59'47.942"E 29°39'8.087"S
UMBUMBULU P/S NO 6	South	2 x 37 kW	400	30°43'17.449"E 30°1'16.463"S
UMBUMBULU P/S NO 7	South	2 x 1.5 kW	400	30°40'39.125"E 30°1'31.792"S
UMBUMBULU P/S NO 9	South	2 x 11 kW	400	30°41'52.492"E 30°1'15.764"S
UMDLOTI WTW VALVES	North		400	31°6'59.5"E 29°40'12.346"S
UMGABABA WPS	South	2 x 30 kW 2 x 18.5 kW	400	30°49'36.343"E 30°8'43.271"S
UMHLANGA 2 RES	North	4 x 22 kW	400	31°4'13.464"E 29°43'31.279"S
UMKOMAAS SAICOR TOWER	South	2 x 4 kW	400	30°46'58.935"E 30°12'35.212"S
UMLAZI 2 RES	South	2 x 37 kW 2 x 15 kW 2 x 55 kW	400	30°52'17.315"E 29°57'21.019"S
UMLAZI 2 VALVES	South		400	30°52'17.315"E 29°57'21.019"S
UMLAZI 3 RES	South	2 x 11 kW	400	30°51'11.741"E 29°57'48.048"S

UMLAZI 4 RES	South	2 x 110 kW	400	30°52'50.587"E 29°59'15.925"S
UNGOLOZI RES	West	2 x 18.5 kW	400	30°47'48.845"E 29°41'30.851"S
VIRGINIA RES	North	2 x 30 HP	400	31°2'45.753"E 29°45'41.709"S
WATER SACHET PLANT	Central		400	30°59'19.621"E 29°48'50.121"S
WATERLOO RES	North	2 x 7.5 kW	400	31°4'13.6"E 29°39'50.475"S
WESTRIDING RES	West	2 x 4 kW	400	30°46'10.102"E 29°45'11.024"S
WESTVILLE VALVES	West		400	30°54'24.419"E 29°49'58.748"S
WESTVILLE WPS	West	2 x 500 kW 2 x 132 kW	400	30°54'24.419"E 29°49'58.748"S
WOODLANDS RES 1 & 2	Central	2 x 11 kW	400	30°57'4.594"E 29°55'21.593"S
WOODLANDS RES 3 & 4 VALVES	Central		400	30°57'7.965"E 29°54'53.531"S
WYEBANK BPT	West		400	30°51'52.142"E 29°46'52.4"S
ZWELIBOMVU RES	West	3 x 15 kW	400	30°42'31.962"E 29°53'15.206"S

C3.4.3.2 WATER TREATMENT WORKS (WTW)

Facility Name	Area	Motor Ratings	Voltage	GPS Co-ordinates
E5 NANOFILTRATION PLANT	WTW - North	1 x 4 kW 2 x 3 kW 1 x 1.1 kW 1 x 0.37 kW	400	30°53'27.343"E 29°36'46.662"S
KLOOF WTW	WTW - West	2 x 75 HP	400	30°49'48.547"E 29°46'28.407"S
MKHIZWANA WTW	WTW - North	2 x 30 kW	400	30°41'46.816"E 29°37'20.672"S
OGUNJINI WTW	WTW - North	2 x 37 kW 2 x 5.5 kW	400	30°58'54.296"E 29°35'31.821"S
TONGAAT WTW	WTW - North	1 x 45 kW/3 x 75 kW 1 x 110 kW/1 x 150 HP 2 x 90 kW/2 x 45 kW 2 x 160 kW/3 x 11 kW 3 x 15 kW/1 x 3.3 kW 1 x 5.5 kW	525	31°7'42.515"E 29°32'41.387"S
UMDLOTI WTW	WTW - North	2 x 7.5 kW 1 x 30 kW	400	31°6'59.5"E 29°40'12.346"S

C3.4.4 NOT USED

C3.4.5 SOP FOR EWS EMPLOYEES AND CONTRACTORS PERFORMING WORK ON SITE

Attached as a pdf document (3 pages).

C3.4.6 DRAFT SERVICE LEVEL AGREEMENT

Attached as a pdf document (9 pages).

C3.4.7 SOP FOR MAINTENANCE CONTRACT

Attached as a PDF document (25 Pages).

C3.4.8 CHECKLIST FOR THE CONTRACTORS FACILITIES

A site visit will be conducted at the Contractors' premises to evaluate the capacity & condition of vehicles, workshop facilities and equipment.

C3.4.8.1 CRITERIA

If other facilities and equipment are outsourced, the Contractor must make necessary arrangements prior to the site visit for inspections to be conducted at those facilities and for the equipment to be assessed. The Contractor must achieve all requirements at the site visit in order to be considered for further evaluation.

Item	Description of Inspection	Documentary Evidence	Assessment
1.	Workshop has lifting equipment with a minimum safe working load of 2 tons	The Contractor will be required to furnish valid proof of calibration certificates for all their lifting equipment.	Calibration Certificates for Lifting Equipment Compliant (Yes/No)
2.	The Contractor's workshop facility will be inspected to ensure compliance in line with OHS requirement.	The Contractor's workshop facility will be inspected for compliance in line with OHS Requirements. The checklist will be used for evaluation.	Workshop Facility Compliant (Yes/No)
3.	Capacity of Vehicles (minimum 1 ton LDV). Contractor must produce valid proof of ownership or proof of lease documents for hire. Check if the vehicle is in a roadworthy condition. Vehicles must have a 2 kg fire extinguisher and Regulation 7 first aid kit.	The Contractor must produce proof of ownership for vehicle(s) or letter of intent to hire if the intention is to hire the vehicle from the hiring company.	Proof of ownership or Proof of lease document for vehicle Compliant (Yes/No)
4.	The Contractor must produce valid proof of calibration certificates for their testing facilities and required equipment. <ul style="list-style-type: none"> • Infrared digital thermometer • Clamp meter • Insulation Resistance Tester • Two explosion proof gas monitors • Two calibrated Pressure Gauges capable of measuring up to 10 bar. • Dial indicator gauge up to 10 mm • Micrometer (0-200 mm inside, 50-200 outside) • Vernier calipers up to 300 mm • 3 phase test panel capable of powering equipment up to 11 kW • Compressor (24 L minimum) 	The Contractor must produce proof of valid calibration/test certificates for all stipulated testing equipment. Equipment that does not to be calibrated regularly is exempt from this.	Calibration Certificates/tests for Testing Equipment Compliant and equipment in good condition and operational (Yes/No)

C3.4.8.2 COMPLIANCE CHECKLIST SHEET FOR WORKSHOP FACILITY INSPECTION

The Contractors workshop facility must comply with all the requirements as per the table above in order for them to meet the requirement on the evaluation criteria.

Item	Description	Compliant (Yes/No)	Comments
1.	The Contractor's facility must be demarcated		
2.	Area of the workshop floor is a minimum of 120 m ² .		
3.	Office area compliant with C3.2.3.3		
4.	The facility must have painted walkways within the working areas		
5.	The facility must have a hazardous chemical store area (paint etc.)		
6.	The Contractor's facility must have non-sparking lights where flammable paint is stored, mixed and/or sprayed		
7.	The facility must have signage's (Fire extinguisher signage, first aid kits, emergency exit, emergency assembly point)		
8.	The facility must have a clear and clean storage area		
9.	The facility must have a stripping bay		
10.	First aid kits available (containing minimum content as per General Safety Regulations)		
11.	Competent first aider legally appointed (proof of training and an appointment letter must be produced)		
12.	A report must be provided for proof that risk assessment has been conducted for workshop area by competent person (proof of training and an appointment letter must be produced)		
13.	There must be a health and safety representative legally appointed (proof of training and an appointment letter must be produced)		
14.	Training certificate for health and safety representative		
15.	The workshop must indicate; by signage what PPE is required to be worn when inside the workshop.		
16.	The facility must have sufficient ventilation		
17.	The Contractor's facility must have a compressor (minimum 24 L)		
18.	Assessment of the contractors vehicles as per the criteria		
19.	Assessment of the contractors testing equipment		
20.	Assessment of contractors lifting equipment		

PART C4: SITE INFORMATION

All sections contained under Part C4: Site Information shall be applicable and binding to each independent Contractor appointed in each area for WS7797 – Northern Area, WS7798 – Southern Area, WS7799 – Central Area and WS7800 – Western Area.

C4.1 SITE CONDITIONS

The Contracts (in total) comprise of 165 facilities which include Water Treatment Works (WTW), Water Pump Stations (WPS) and Actuated Water Valve sites that spread throughout the entire EWS geographical footprint and in a variety of locations, within urban and rural areas. The total installed power exceeds 25MW.

Access can vary from easy (by motor car) to difficult, requiring vehicles with high ground clearance. In inclement weather certain facilities are only accessible in 4-wheel drive vehicles. However, it is not a requirement that 4-wheel drive vehicles are required for the fulfilment of the Contract, even though it would be advantageous.

C4.2 LOCALITY PLAN

GPS coordinates are provided as part of **C3.4.3 LIST OF SITES**.