



**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: 30661-5W**

**Contract Title: Construction of the Southern Wastewater Treatment Works Multidisciplinary Upgrades**

**Est. CIDB Grade/ Class: : 9 EP or 9 ME**

**Clarification Meeting: Compulsory Clarification Meeting**

**Meeting Location, Date, Time: Southern Wastewater Treatment Works (@ co-ordinates 29°57'8.86"S, 30°58'35.57"E) on 13 June 2025 at 11h00**

**Queries can be addressed to: Name: Shanir Ramjathan**  
**The Employer's Agent's: Tel: +27 (0)31 254 5700**  
**Representative: eMail: Shanir.r@ixengineers.co.za**

**TENDER SUBMISSION**

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

**Delivery Location:** Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.  
SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153  
email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date/ Time: Friday, 04 July 2025 at 11h00**

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head: Sanitation Operations**

Date of Issue: 30/05/2025

Document Version 01/03/2024

**VOLUME 1 OF 9****INDEX to TENDER DOCUMENT - VOLUMES**

This Tender Document consists of 9 (Nine) Volumes as indicated in the table below.

Volume	Description	Contents
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2 of 9	Pricing Data	Pricing Assumptions / Instructions Bill of Quantities
3 of 9	Standard Specifications	Standard Specifications Amendments to standard Specifications
4 of 9	Electrical	Standard Specifications Particular Specifications - MV Particular Specifications - OHS Data Sheets
5 of 9	Mechanical	Standard Specifications Project Specifications - Mechanical Particular Specifications – Lifting Equipment Mechanical Data Sheets
6 of 9	Building Work	Particular Specifications
7 of 9	HVAC Services	Project Specifications - HVAC Particular Specifications - HVAC Pricing Instructions - HVAC Returnable Schedule - HVAC Inspection Sheet - HVAC
8 of 9	Annexures	Quality Assurance, Transport, Installation, Testing and Commissioning Environmental Management Plan Employer's Health and Safety Specification Employers Standard Electrical Standard Specifications Employers Standard Mechanical Specifications Employer Control Instrumentation Project Specification
9 of 9	Drawings	General Drawings Electrical Drawings Mechanical Drawings Building Work Drawings Structural Drawings HVAC Drawings Civil Drawings

**Declaration by Tenderer**

I, the undersigned, hereby declare and confirm that I have obtained all 9 (Nine) of the Tender Document

Volumes as indicated in the table above.

NAME (Block Capitals):

Date

SIGNATURE:

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

Tenders are hereby invited for the construction works to upgrade the existing low level effluent pump station at the Southern Waste Water treatment Works, comprising electrical, mechanical and civil/structural upgrades and extensions. The required total flow duty is 5 400 m<sup>3</sup>/hr (1500 l/s), and includes installations and commissioning of equipment within a Medium Voltage sub-station as well as the installation (including commissioning) of optic fibre communication system cables for the site.

Subject	Description	Tender Data Ref.
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Sanitation Operations</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Eligibility</b>	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>9: 9 EP or 9 ME</b> The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
<b>Clarification Meeting</b>	<b>Southern Wastewater Treatment Works (@ co-ordinates 29°57'8.86"S, 30°58'35.57"E) on 13 June 2025 at 11h00</b>	F.2.7
<b>Queries can be addressed to the Employer's Agent Representative:</b>	Queries relating to these documents are to be addressed by <b>19 June 2025</b> and response to be received by the <b>26 June 2025</b> Employer's Agent Representative whose contact details are: <b>Name: Shanir Ramjathan</b> <b>Tel: +27 (0)31 254 5700</b> <b>eMail: Shanir.r@ixengineers.co.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban</b> Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. <b>SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153</b> email: <a href="mailto:supplier.selfservice@durban.gov.za">supplier.selfservice@durban.gov.za</a>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 04 July 2025</b> at or before <b>11h00</b> .	F.2.15

<b>Evaluation of Tender Offers</b>	<b>The 90/10</b> 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 <b>Specific Goal(s)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
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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 eThekweni 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) The Conditions of Contract are the Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, Second Edition 2017 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC). Copies of these Conditions of Contract (Yellow Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel 011 805 5947) or Consulting Engineers South Africa (CESA) (tel 011 463 2022). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) The Specifications on which this contract is based are the South Africa National Standards (SANS) 1200 specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) 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 eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekweni 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 is:

Name: Ritesh Kandhai Pr.Cert.Eng  
Tel: +27 (0)31 311 4875  
eMail: ritesh.kandhai@durban.gov.za

The Employer's Agent's Representative is:

Name: Shanir Ramjathan  
Tel: +27 (0)31 254 5700  
eMail: Shanir.r@ixengineers.co.za

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.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) 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 T2.2.12.



- (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 eThekweni 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 eThekweni Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://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 (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, for a **9 EP or 9 ME** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **9 EP or 9 ME** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **9 EP or 9 ME** 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**

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 15 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

**IMPORTANT: Returnable form T2.2.16: "Eligibility: Experience of Tenderer" is to be duplicated for each experience submission, as may be required. Failure to submit the returnable form T2.2.16, and provide the supporting documentation/ information in accordance with the instructions described in this clause, for each submission of experience, will result in the tender being considered as non-responsive and disqualified from further consideration.**

Contact details of the Client or Main Contractor (if experience was gained as a sub-contractor), is required to be provided on the above-mentioned form. The contact details may be used by the Employer to verify the information, pertaining to the experience submission, as provided by the Tenderer. Should the Employer's reasonable attempts to make contact with the Client or Main Contractor, to verify the information provided, fail (for whatever reason), that specific experience submission will be considered invalid. Bidders are to thus ensure contact details submitted are up to date and functional.

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience provided that the experience requirement, as stipulated in **Table 2**, is satisfied, and that the required documentation/ information is provided.

The documentation/ information that is required is specified on **Table 1**: "Documentation / Information Requirements" (which includes the Notes below the table), and the experience requirement is as stated on **Table 2**: "Tenderer's Experience Requirement".

**Table 1: Documentation / Information Requirements**

Note: an "X" in this table indicates that the associated documentation must be provided, if applicable.	Signed (by Client) Proof of Sub-Contract Agreement	Signed (by Client) Letter of Award OR Form of Offer & Acceptance	Signed (by Client/Engineer) Final Payment Certificate	Signed (by Client or Engineer) Completion Certificate	<b>NB</b> Scope of Work
	<b>Note 1</b>	<b>Note 2</b>	<b>Note 3</b>	<b>Note 4</b>	<b>Note 5</b>
Works as Sub-Contractor					
Current Contracts	only completed contracts will be considered in the evaluation of bids.				
Completed Contracts	X	X	X	X	X
Works as Main Contractor					
Current Contracts	only completed contracts will be considered in the evaluation of bids.				
Completed Contracts	X	X	X	X	X
<p><b>Failure to submit the returnable form T2.2.16, <u>and</u> provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission</b></p> <p><b><i>Bidders must ensure that the documents submitted in this respect contain the information to demonstrate that the requirements have been met, i.e. Pump station duty (flow, head values), pipeline sizes, Voltages, etc.</i></b></p>					

**Table 1: 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 and to be signed by Client/ Employer
Note 3	Proof of the final payment received from the Main Contractor or Client/ Employer, or signed certified Payment certificate from Engineer
Note 4	Issued by the Client/ Employer.
Note 5	<p><b>NB: Without this information the experience submission cannot be considered.</b></p> <ul style="list-style-type: none"> <li>This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender.</li> <li>If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.</li> <li>If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided.</li> <li>The description of the Scope-of-Work is to be inserted into the returnable form in T2.2.16, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.</li> </ul>

**Table 2: Tenderer's Experience:****Table 2.1: Tenderer's (or consortium member or JV partner or sub-contractor) Experience Requirement - Mechanical Works****Upgrading of Mechanical Installations for Large Pump Stations using FIDIC Yellow Book, 2<sup>nd</sup> ED, 2017 or GCC 2015**

Projects of a similar nature that will be considered will be at least two projects which must include at least three of the following elements:

- (a) Upgrade or Refurbishment of Sewer or Water Pump Stations with **TOTAL** minimum duty of 800l/s @ 20 m head
- (b) Upgrade or Refurbishment of pump stations with pump line pipework and valves of minimum diameter of 500 mm ND and pressure rating of PN16
- (c) Removal of existing pump (of any size) and replacement with/installation of at least one large pump which has a **TOTAL** minimum flow of 800l/s @20 m head including commissioning
- (d) Removal and replacement of valves and fittings on large diameter pipelines (minimum 500 mm ND) including commissioning.
- **Failure to provide evidence of the above will result in the tender being considered as non-responsive and disqualified from further consideration.**
- **All Projects must have been completed in the last 15 years \*i.e. The completion dates should be on or after 1 August 2009**
- **Failure to submit the returnable form T2.2.16, and provide the above supporting documentation/ information, for each submission of experience, will result in the tender being considered as non-responsive and disqualified from further consideration.**
- **Bidders must ensure that the documents submitted in this respect contain the information to demonstrate that the requirements have been met, i.e. Pump station duty (flow, head values), pipeline sizes, Voltage, etc.**

**Table 2.2: Tenderer's (or consortium member or JV partner or sub-contractor) Experience Requirement - Electrical Works****Upgrading of Electrical Installations for Large Pump Stations using FIDIC Yellow Book, 2<sup>nd</sup> ED, 2017 or GCC 2015**

Projects of a similar nature that will be considered will be at least two projects which must include at least four of the following elements:

- (a) Installation and commissioning of equipment within Medium Voltage Sub stations
- (b) Installation and commissioning of Medium Voltage Electrical equipment including Motor Control Centres, Variable Frequency Drives, Motors as well as all instrumentation and control equipment (PLCs, software integration).
- (c) Installation (including commissioning) of MV cables including external trenching (such as distribution mains), jointing, terminations, as well as all racking and supports within an existing plant / facility
- (d) Installation (including commissioning) of optic fibre communication cables including external trenching, and jointing, terminations, as well as all racking and supports within an existing plant / facility.
- (e) Bidders must provide evidence of experience on projects carried out in accordance with metropolitan municipal standards such as those from City of Tshwane, City of Cape Town, eThekweni Metropolitan municipal Electricity Codes of Practices and Standards and hold a valid certificate issued by the relevant authority for such work.
- **Failure to provide evidence of the above will result in the tender being considered as non-responsive and disqualified from further consideration.**
- **All Projects must have been completed in the last 15 years \*i.e. The completion dates should be on or after 1 August 2009**
- **Failure to submit the returnable form T2.2.16, and provide the above supporting documentation/ information, for each submission of experience, will result in the tender being considered as non-responsive and disqualified from further consideration.**
- **Bidders must ensure that the documents submitted in this respect contain the information to demonstrate that the requirements have been met, i.e. Pump station duty (flow, head values), pipeline sizes, Voltage, etc.**
- **Tenderers must demonstrate competency with medium voltage work by listing such experience in this regard under each project listed in response to this requirement.**

**Table 2.3: Tenderer's sub-contractor Experience Requirement – Structural and Civil Works****New or Extensions to building construction using FIDIC Yellow Book, 2<sup>nd</sup> ED, 2017 or GCC 2015**

Projects of a similar nature that will be considered will be at least two projects which must include at least two of the following elements:

1. Refurbishment of Water or Sewer Pump Stations or extensions thereto-including, construction of new reinforced concrete as well as structural steel elements (pumpset plinths, lifting equipment crawl beams, etc.).
2. Repairs to building façades and externals which have been subjected to marine environments and chemical attack, where repairs include structural repairs.
3. Installation or retrofitting including commissioning of Lifting equipment in industrial buildings with a minimum capacity of 5 Tons.
4. Must be registered as 6GB or 6CE contractor with the CIDB.

- *All Projects must have been completed in the last 15 years \*i.e. The completion dates should be on or after 1 August 2009*
- *Failure to submit the returnable form T2.2.16, and provide the above supporting documentation/ information, for each submission of experience, will result in the tender being considered as non-responsive and disqualified from further consideration.*
- *Bidders must ensure that the documents submitted in this respect contain the information to demonstrate that the requirements have been met, i.e. Pump station duty (flow, head values), pipeline sizes, Voltage, etc.*

**F.2.1.4 Eligibility: Tenderer's Key Personnel Experience**

Only those tenderers that can demonstrate experience of key personnel (see Table 3 below), by the submission of the specified returnable document in T2.2; i.e. CVs and certified copies of qualifications certificates +or evidence of experience will be eligible to have their tenders evaluated in terms of Clause F.3.11.

**IMPORTANT: Returnable form T2.2.17: "Eligibility: Experience of Key Personnel" is to be completed for ALL of the staff requested in Table 3 of this clause. Failure to submit the returnable form T2.2.17, and provide the supporting documentation/ information in accordance with the instructions described in this clause, for each key staff/personnel, will result in the tender being considered as non-responsive and disqualified from further consideration.**

It is a condition of contract for the successful bidder that all of the key staff submitted at tender stage should be committed to the project for the entire duration thereof, and all replacement/substituted staff must first be approved by the employer.

It is a strict requirement that the MV Lead Electrician has valid certification from an approved Electricity Supply Authority (Eskom, eThekweni, City of Cape Town, etc.) for MV switching, cable, jointing, substation maintenance and a copy of this certificate shall be attached to the CV of the individual. Failure to meet this requirement WILL result in the Tenderer being disqualified.

Tendered Staff's CVs for the Electrical Engineer and Artisan must demonstrate competence with medium voltage work and these two roles specifically require evidence of competency in accordance with metropolitan municipal standards such as those from City of Tshwane, City of Cape Town, eThekweni Metropolitan Municipality or any other South African Metropolitan Municipal Electricity Codes of Practices and Standards and hold a valid certificate issued by the relevant authority for such work. Bidders are required to provide certified copies of the qualifications of the person who is taking the responsibility of the work in terms of the OHS Act. Included in this shall be additional proof of specialised skills such as jointing, termination and switching certification acceptable in terms of the OHS Act. This shall apply to the person/s performing the work (artisan/electrician).

**Table 3: Tenderer's (or consortium member or JV partner or sub-contractor) Key Staff Experience Requirement**

SITE AGENT	MECHANICAL ARTISAN	INSTRUMENTATION AND CONSTRUCTION ARTISAN	ELECTRICAL ARTISAN/LEAD ELECTRICIAN
Minimum of National Higher Diploma in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 12 years' experience as Site Agent or Construction Manager on municipal or industrial wastewater treatment plants projects which MUST include specifically civil works, mechanical works, and electrical works	Relevant trade test and Minimum 10 years' experience as Mechanical Artisan or Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant trade test and Minimum 9 years' experience as Instrumentation and Control Artisan or Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants.	Relevant trade test and Minimum 10 years' experience as Electrical Artisan or Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants – <b><u>see note E1 and E2 below</u></b>
<p>■ <b>Note 1:</b> All of the key staff submitted at tender stage should be committed to the project for the entire duration thereof, and all replacement/substituted staff must first be approved by the employer.</p> <p>■ <b>Note 2:</b> *B Degree in Table 3 means a BEng, BSc Eng, BTech Eng from a Recognised South African Tertiary Education Institution</p> <p>■ <b>Note E1:</b> It is a strict requirement that the MV Lead Electrician has valid certification from an approved Electricity Supply Authority (Eskom, eThekwin, City of Cape Town, etc.) for MV switching, cable, jointing, substation maintenance and a copy of this certificate shall be attached to the CV of the individual. Failure to meet this requirement WILL result in the Tenderer being disqualified.</p> <p>■ <b>Note E2:</b> Tendered Staff's CVs for the Electrical Engineer and Artisan must demonstrate competence with medium voltage work and these two roles specifically require evidence of competency in accordance with metropolitan municipal standards such as those from City of Tshwane, City of Cape Town, eThekwin Metropolitan Municipality or any other South African Metropolitan Municipal Electricity Codes of Practices and Standards and hold a valid certificate issued by the relevant authority for such work. Bidders are required to provide certified copies of the qualifications of the person who is taking the responsibility of the work in terms of the OHS Act. Included in this shall be additional proof of specialised skills such as jointing, termination and switching certification acceptable in terms of the OHS Act. This shall apply to the person/s performing the work (artisan/electrician).</p>			

Table 3 continued

CONTRACTS MANAGER	ELECTRICAL ENGINEER (part-time role)	MECHANICAL ENGINEER (part-time role)	INSTRUMENTATION AND CONTROL ENGINEER (part-time role)
Relevant accredited B Degree* or Diploma in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 12 years' experience as Contract Manager on municipal or industrial wastewater treatment plants projects which MUST include specifically civil works, mechanical works, and electrical works. AND Registration with ECSA as Professional (Pr Eng/Pr Tech Eng/Pr Techni) and have an active professional registration as a Project Manager with Project Management South Africa (PMSA) or The South African Council for the Project and Construction Management Professions (SACPCMP) Relevant accredited diploma / degree	Relevant B Degree*, GCC or B-Tech from an ECSA accredited tertiary institution. Registered with ESCA as a Professional. Minimum 12 years' experience as Electrical Engineer in projects for the design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants. <b><u>see note E1 and E2 below</u></b>	Relevant BSC Degree*, GCC or B-Tech from an ECSA accredited tertiary institution. Registered with ESCA as a Professional and minimum 12 years' experience as Mechanical Engineer in projects for the design, construction installing, and maintaining of mechanical plant and equipment, pumps, motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant B Degree*, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 10 years' experience as Instrumentation and Control Engineer in projects for the design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants.

Continued on next page

### F.2.1.5 Eligibility: Tenderer's Financial Standing

Only those tenderers that can demonstrate that they have a stable and sound financial standing (see Table 4 below), by the submission of the specified returnable document in T2.2; i.e. stamped bank statements no older than 1 month from the date of submission of the Tender and OR signed lines of credit including contact details of suppliers will be eligible to have their tenders evaluated in terms of Clause F.3.11.

**IMPORTANT: Returnable to inserted as form T2.2.18: "Eligibility: Financial Standing of Tenderer" is to be completed as per Table 4 of this clause. Failure to submit the returnable stated as T2.2.18, and provide the supporting documentation/ information in accordance with the instructions described in this clause, will result in the tender being considered as non-responsive and disqualified from further consideration.**

**Table 4: Tenderer's (or consortium member or JV partner) Financial Standing**

Tenderers must submit with their Tender CERTIFIED proof of their financial standing as follows:

Indicate proof of lines of credit with reputable mechanical and electrical (water/wastewater) suppliers for A MINIMUM of 50% of the tenderer's own prices for the Pumps, Motors, MV cables, MCCs and VSDs under this contract. It is to be noted that this will be a requirement as part of the successful bidder's monthly performance.

OR

Proof of Liquidity (stamped bank statements) of the bidding entity to a value of A MINIMUM of 50% of the tendered costs for the Pumps, Motors, MV cables, MCCs and VSDs - stamped bank statements must be no more than 1 month old.

**NOTE: Failure to provide either of the above items will render the bid submission non-responsive, and will result in the tender not being considered further**

### F.2.1.6 Eligibility: Tenderer's Bank Rating

Due to the estimated value of this enquiry, the tenderer will be required to confirm working capital requirement in respect of this bid by furnishing with the tender submission, an original valid letter from his/her bank providing a bank rating. *Copies will not be acceptable.*

Only those tenderers who **receive a minimum "C" rating** shall be eligible to tender.

**IMPORTANT: Returnable to be inserted as T2.2.19: "Eligibility: Tenderer's Bank Rating**

### F.2.1.7 Eligibility: Tenderer's Preliminary Programme

Tenderers must demonstrate that they have understood the Employer's requirements to execute the work (see Table 5 below), by the submission of the specified returnable document in T2.2; i.e. a Preliminary Programme as the requirement below.

**IMPORTANT: Returnable to be inserted as T2.2.25: "Eligibility: Tenderer's Preliminary Programme" is to be completed as per Table 5 of this clause.**

**While Tenderers will not be penalized for not meeting the criteria below, the returnable will be used to develop a risk profile of the Tenderer, which may affect their consideration for the award.**



**Table 5: Tenderer's (or consortium member or JV partner) Preliminary Programme Requirement**

<b>PRELIMINARY PROGRAMME REQUIREMENT 1: PROJECT DURATION AND CONTRACTUAL DATES TO BE INCLUDED IN PROGRAMME</b>
<p>Programme must comply with the Employer's time for completion as set out in the Contract Data <b>and</b> The Programme must contain the minimum contractual dates*(excluding delays)* as set out in the FIDIC Conditions of Contract (Yellow Book).</p> <p><i>* Refer to page 10 of Conditions of Contract for this typical sequence as well as the referred clauses</i></p>
<b>PRELIMINARY PROGRAMME REQUIREMENT 2: LOGICAL ORDER OF TASKS AND KEY TASKS TO BE INCLUDED IN PROGRAMME</b>
<p>Programme shows logical order of tasks including contractual dates* (excluding delays) which demonstrates understanding of the scope and <b>as minimum</b> shows the following:</p> <ul style="list-style-type: none"> <li>- Lead and Delivery times for key equipment to site (as a minimum this must include - Pumps, MCC, VSDs, MV cables).</li> <li>- Test on Completion as per Clause 9.1 of FIDIC Yellow Book - Cold/Hot, Dry/Wet, commissioning AND a 4 week trial period</li> <li>- Sequence of installation to ensure pump station remains operational at all times – refer to Scope of Work</li> <li>- Maintenance SLA period</li> <li>- Approval and Review periods by Employer/the Engineer.</li> <li>- <b>Level 3 Schedule</b> as a minimum. (As described by The Practice Standard for Scheduling, Second Edition by the Project Management Institute)</li> </ul>

### F.2.1.8 Eligibility: Tenderer's Construction Methodology

Tenderers must demonstrate that they have understood the Employer's requirements to execute the work (see Table 6 below), by the submission of the specified returnable document in T2.2; i.e. a Methodology as the requirement below.

**IMPORTANT: Returnable to be inserted as T2.2.26: "Eligibility: Tenderer's Methodology" is to be completed as per Table 6 of this clause.**

**While Tenderers will not be penalized for not meeting the criteria below, the returnable will be used to develop a risk profile of the Tenderer, which may affect their consideration for the award.**

**Table 6: Tenderer's Project Methodology Requirement**

<p>The Tenderer must provide a construction methodology which clearly demonstrates his understanding of the scope of work/ Employer's requirements, by detailing the following in separate sections. The below is the minimum required responses in this regard, bidders can provide additional information to their discretion.</p> <p>The Methodology is to be no longer than 10 pages (single-sided) in length. Bidders are to refrain from lengthy essay-type narrative, and as far as possible to provide the information in bulleted/numbered format.</p> <ul style="list-style-type: none"> <li>- Overview of Construction Approach/Methodology which is aligned to the level 1 tasks in the Preliminary Programme</li> <li>- Cashflow or Cost Management</li> <li>- Equipment Fabrication Details (local or international) and Installation Plan</li> <li>- OHS Compliance, specifically as relates to Hazardous environmental classification, MV Switching and Approved persons</li> <li>- Quality Control for the project duration including Factory Acceptance Testing</li> <li>- Compliance with Environmental Management including Working with Hazardous media (Sewage, Chemical Environments)</li> <li>- Commissioning Plan</li> <li>- Training of Employer's Staff</li> <li>- Maintenance Plan – SLA period</li> </ul>
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### 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:**

**Southern Wastewater Treatment Works (@ co-ordinates 29°57'8.86"S, 30°58'35.57"E) on 13 June 2025 at 11h00**

Note: This is a Compulsory Clarification Meeting, thus 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. : 30661-5W
- Contract Title : Construction of the Southern Wastewater Treatment Works Multidisciplinary Upgrades

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**

**Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.**

**SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)**

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 electronic copy as described below.

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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, 04 July 2025**
- 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 accordance with the Contract Data

**F.2.23 Certificates:** Refer to T2.2 for a listing of certificates that must be provided with the tender. All certificates



must be valid at the time of tender closing.

**IMPORTANT! Tenderers are to include**, in a separate file – duly labelled as “ALL RETURNABLES” as part of their tender submission document, a printout of the required documents/certificates which must contain all of the returnables and returnable schedules required for the evaluation of their tender. The file must include an Index and dividers which are labelled.

Templates that may be used for this file are provided in at the end of this Volume of the tender document (including File Cover Label, Index page (first page of the file), File Divider Pages). The tender submission schedules provided in PART T2: RETURNABLE DOCUMENTS.

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, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.
- F.3.11 Evaluation of Tender Offers:**

#### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2 Clause F.2.1. Tenderers not in compliance will be deemed non-responsive, and will not be considered further.

Unless otherwise stated, the Eligibility requirements/criteria will be assessed as specified in T2.1.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- “**successfully completed**” in this Tender will mean that the project has been completed on time and to specification
- “**similar nature**” in this Tender will mean that the project had a comparable Scope of Work in terms of technical requirements and operations; i.e. the projects included large flow pumps (minimum 800 l/s), medium voltage motors and medium voltage variable speed drives, and medium voltage sub stations installations,
- “**experience**” implies experience on projects of a similar nature;
- “**accredited degree / diploma**” implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

#### Functionality

Functionality is NOT applicable to this tender.

**Note:** Should the Tender not submit any of the items listed in the Eligibility Criteria or in accordance with the specific requirements of the Eligibility Criteria, his tender will regarded as non-responsive and excluded from further consideration.

#### Preference Point System

The financial offer will be reduced to a comparative basis using a 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

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

#### 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; in this case 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: 50%

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	Equals 0%	n/a	0
	Between 0% and 51%	n/a	1
	Greater or equal to 51% and less than 100%	n/a	2.5
	Equals 100%	n/a	5
Maximum Goal Points:			5

*Note: this carries a weight of 50% for specific goals*

<b>Proof of claim as declared on MBD 6.1</b> (ALL of the following will be used in verifying the tenderer's status; note items marked with ** are mandatory. At least 3 of the items below will be required for this verification) <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• 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).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust** if applicable</li> </ul>
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- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 50%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20	90/10
Not in South Africa	n/a	0
South Africa	n/a	1
Kwa Zulu Natal	n/a	4
eThekweni Municipality	n/a	5
Maximum Goal Points:		5

<b>Proof of claim as declared on MBD 6.1</b> (at least 2 of the following will be required in the verification of the tenderer's status) <ul style="list-style-type: none"> <li>• CSD report</li> <li>• Municipal Account not older than 3 months</li> <li>• Property Lease or Purchase Agreement (or proof of bond payment or title deeds)</li> </ul>
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**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:

- 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.
- 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.

**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) Portable Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, e.g. " **30661-5W – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

**Note:** The Tenderer is to create a separate volume/file which contains all of the Returnable Documents as listed in **PART T2: RETURNABLE DOCUMENTS**

Refer to the end of this Volume for Sample Templates which **may be** used for the submission of a separate file of the Returnable documents.

**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**

Targeted Procurement provisions are not applicable to this tender.

**T1.2.3.5 Functionality Specification**

NOT Applicable to this tender

**T1.2.3.6 Awarding of Tender**

**The Awarding of the contract is subject to the availability of budget**

## **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 in accordance with the details set out in each schedule or as per T2.1.3 will inevitably prejudice the tender and will lead to rejection on the grounds that the tender is non-responsive.

**Note: Tenderers are to include in a separate file – duly labelled as “ALL RETURNABLES” a printout of the required documents/certificates which must contain all of the returnables and returnable schedules required for the evaluation of their tender as described PART T2: RETURNABLE DOCUMENTS. The file must include an Index and dividers which are labelled.**

**Templates that may be used for this file are provided in at the end of this Volume of the tender document (including File Cover Label, Index page, first page of the file, file divider pages).**

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

- T2.2.1 Compulsory Enterprise Questionnaire
- T2.2.2 Certificate of Attendance at Clarification Meeting
- T2.2.3 Tax Compliance Status PIN
- T2.2.4 Contractor's Health and Safety Declaration
- T2.2.5 MBD 4: Declaration of Interest
- T2.2.6 MBD 5: Declaration for Procurement Above R10 Million
- T2.2.7 MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations
- T2.2.8 MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.9 MBD 9: Certificate of Independent Bid Determination
- T2.2.10 Joint Venture Agreements (if applicable)
- T2.2.11 Record of Addenda to Tender Documents (if applicable)

##### **Eligibility**

- T2.2.12 Eligibility: Declaration of Municipal Fees
- T2.2.13 Eligibility: Registration with Compensation Commissioner
- T2.2.14 Eligibility: CSD Registration Report
- T2.2.15 Eligibility: Verification of CIDB Registration and Status
- T2.2.16 Eligibility: Tenderer's Experience
- T2.2.17 Eligibility: Tenderer's Key Personnel Experience
- T2.2.18 Eligibility: Tenderer's Financial Standing
- T2.2.19 Tenderer's Bank Rating
- T2.2.20 Eligibility: Mechanical SLA Agreement declaration for maintenance of Main Duty Pumps and Motors
- T2.2.21 Eligibility: Electrical SLA Agreement declaration for maintenance of MV switchgear and VSD's
- T2.2.22 Eligibility: Schedule of Proposed Subcontractors

- T2.2.23 Eligibility: Contractor's Health and Safety Plan
- T2.2.24 Eligibility: Contractor's Undertaking to Comply with Employer's (EWS) Training Needs/Plan

**Supplementary Returnable Documents**

- T2.2.25 Eligibility: Tenderer's Preliminary Programme
- T2.2.26 Eligibility: Tenderer's Construction Approach, Methodology, and Quality

**T2.2     RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES****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.

The Tenderer should also take note of the Returnable Schedules, datasheets and information requested in **Volumes 4, 5 and 7** specific to the various discipline equipment and installation.



**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	eThekweni 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	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>	
	<b>Full Name</b>	<b>Identity No.</b>
2.1		
2.2		
2.3		
2.4		
3.0	<b>Particulars of companies and close corporations</b>	
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:

- |   |  |
|---|--|
| .. a member of any municipal council  | .. a member of any provincial legislature  |
| .. an official of any municipality or municipal entity  | .. a member of an accounting authority of any national or provincial public entity |
| .. a member of the board of directors of any municipal entity   | .. a member of the National Assembly or the National Council of Province           |
| .. 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) | .. 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 months

**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:

- |   |  |
|---|--|
| .. a member of any municipal council  | .. a member of any provincial legislature  |
| .. an official of any municipality or municipal entity  | .. a member of an accounting authority of any national or provincial public entity |
| .. a member of the board of directors of any municipal entity   | .. a member of the National Assembly or the National Council of Province           |
| .. 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) | .. an employee of Parliament or a provincial legislature                           |

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

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**

Refer to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(entity 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**

As per 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 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, in their Returnables file/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 entity, 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 submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

Refer to Clauses F.2.1(e) and F.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHSA 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 OHSA 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 OHSA 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**):

- (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:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 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 OHSA 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 OHSA 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 OHSA 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**<sup>1</sup>.
- 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?

YES

NO

If yes, furnish particulars:

.....

.....

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

.....

.....

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

YES

NO

If yes, furnish particulars:

.....

.....

.....

.....

3.14 Do you or any of the directors, trustees, managers, 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	
YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 <b>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.</b></p>	
<p>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?</p> <p>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.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	

**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)**

Refer 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 The applicable preference point system for this tender is the 90/10 preference point system.

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 90 or 90 points is allocated for price on the following basis:

##### 80 / 20 Points System

OR

##### 90 / 10 Points System

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

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

Where:

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

**Note: for this tender, number 30664-5W: THE 90/10 point system applies**

#### 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)
<b>Ownership Goal:</b> Race (black)	n/a	5	n/a	
<b>RDP Goal:</b> The promotion of enterprises located in a specific municipal area.	n/a	5	n/a	
<b>Total CLAIMED Points (10 Maximum)</b>				

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](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

- 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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

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

Circle Applicable	
YES	NO

YES	NO
-----	----

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**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> 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**).<sup>2</sup> 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 consortium<sup>3</sup> 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 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, in a separate Volume/File labelled "ALL RETURNABLES" printouts, including 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 made to Clause F.2.23 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, in a separate Volume/File labelled "ALL RETURNABLES" including printouts 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 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, in a separate Volume/File labelled “ALL RETURNABLES” including 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 made to Clause F.2.1.2 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.

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

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[Website technical enquires contact](#)

01/01/2017

**Tenderers are to include, in a separate Volume/File labelled “ALL RETURNABLES” including 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 ELIGIBILITY: EXPERIENCE OF TENDERER**

Reference is made to Clause F.2.1.3 of the Tender Data.

**This form is to be copied and used for each submission of experience, as may be required.**

Where options are provided ( ), only one (1) selected option should be clearly marked with an "X".

Tenderer's CIDB Grade:	1*	2*	3*	4*	5*	6*	7*	8*	9*	Experience as a:	Sub-Contractor*	Main Contractor*
<b>Client / Employer:</b>	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
<b>Client OR Main Contractor's Details</b> NB! Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
<b>Contract Details</b>	Contract Number:											
	Contract Title:											
	Has this Contract been completed?									Y*	N*	
Tendered Value (Contract Sum) OR Sub-Contract Value:	<b>R</b>									Final Contract Price OR Final Value of Sub-Contract:		

Contract Scope-of-Work (Description of Works components)	<p>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></p>

*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:**

**Table 1: Documentation / Information Requirements**

Note: an "X" in this table indicates that the associated documentation must be provided, if applicable.	Signed (by Client) Proof of Sub-Contract Agreement	Signed (by Client) Letter of Award OR Form of Offer & Acceptance	Signed (by Client/Engineer) Final Payment Certificate	Signed (by Client or Engineer) Completion Certificate	<b>NB</b> Scope of Work
	<b>Note 1</b>	<b>Note 2</b>	<b>Note 3</b>	<b>Note 4</b>	<b>Note 5</b>
Works as Sub-Contractor					
Current Contracts	only completed contracts will be considered in the evaluation of bids.				
Completed Contracts	X	X	X	X	X
Works as Main Contractor					
Current Contracts	only completed contracts will be considered in the evaluation of bids.				
Completed Contracts	X	X	X	X	X
<b>Failure to submit the returnable form T2.2.16, <u>and</u> provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission</b> <b><i>Bidders must ensure that the documents submitted in this respect contain the information to demonstrate that the requirements have been met, i.e. Pump station duty (flow, head values), pipeline sizes, Voltages, etc.</i></b>					

**Table 1: 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 and to be signed by Client/ Employer
Note 3	Proof of the final payment received from the Main Contractor or Client/ Employer, or signed certified Payment certificate from Engineer
Note 4	Issued by the Client/ Employer.
Note 5	<b>NB: Without this information the experience submission cannot be considered.</b> <ul style="list-style-type: none"> <li>This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender.</li> <li>If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.</li> <li>If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided.</li> <li>The description of the Scope-of-Work is to be inserted into the returnable form in T2.2.16, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.</li> </ul>

### **T2.2.16 EXPERIENCE OF TENDERER (continued)**

Refer to Clause T.2.1.3 for requirements

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 15 years) executed by myself / ourselves.

Tenderers are to submit copies of signed completion certificates for all projects submitted.

[illegible]

***Attach additional pages if more space is required***

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 – PART 1 OF 2: TENDERER'S OVERALL KEY PERSONNEL COUNT**

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Site Agent, Project Managers		
Foremen, Quality Control and Safety Personnel		
Technicians, Surveyors, etc		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others: .....		
.....		

Note: CVs of key personnel may be requested 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:** \_\_\_\_\_

**T2.2.17 – PART 2 OF 2: EXPERIENCE OF KEY PERSONNEL**

Refer to Clause F.2.1.4 for requirements

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

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of the contract manager, site agent(s) and Artisans of not more than THREE (3) pages should be attached to this schedule:**

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 (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 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

*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 ELIGIBILITY: TENDERER'S FINANCIAL STANDING**

Returnable to be included as per requirements set out in clause F.2.1.5.

**T2.2.19: TENDERER'S BANK RATING**

Refer to Sub clause F.2.1.6: Eligibility: Tenderer's Bank Rating for the Employer's requirements in this regard.

The tenderer must include herewith the requirements as set out in F.2.1.6

**T2.2.20 TENDERER'S MECHANICAL EQUIPMENT MAINTENANCE SLA**

Refer to C3.1: *PROJECT DESCRIPTION AND SCOPE OF CONTRACT*, Clause 8 for the Maintenance SLA requirements in this regard.

**Tender's undertaking:** I confirm that discussions with the preferred OEM were successfully conducted, and OEM has agreed to enter into a maintenance SLA with EWS. This agreement covers the normal operational maintenance of the mechanical equipment (Main Duty Pumps and Motors) as specified in C3.1, Clause 8. The agreement will be in place prior to the Practical Completion of the works and will commence upon practical completion. I also confirm that the tendered price for this item will facilitate the implementation of the final SLA.

*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 TENDERER'S ELECTRICAL EQUIPMENT MAINTENANCE SLA**

Refer to C3.1: *PROJECT DESCRIPTION AND SCOPE OF CONTRACT*, Clause 8 for the Maintenance SLA requirements in this regard.

**Tender's undertaking:** I confirm that discussions with the preferred OEM were successfully conducted, and OEM has agreed to enter into a maintenance SLA with EWS. This agreement covers the normal operational maintenance of the electrical equipment (EWS and Veolia main substations and all the MV installed equipment as per the MV ring, Pump Station MV Switchgear and VSD's)) as specified in C3.1, Clause 8. The agreement will be in place prior to the Practical Completion of the works and will commence upon practical completion. I also confirm that the tendered price for this item will facilitate the implementation of the final SLA.

*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:**

T2.2.22 SCHEDULE OF PROPOSED SUBCONTRACTORS

The following firms have been identified as possible subcontractors for work in this contract.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

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 CONTRACTOR'S HEALTH AND SAFETY PLAN**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

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. This overview is to be supplemented by a typical Risk Assessment document that the bidders would use in their projects.

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 identified by the Contractor.

*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 UNDERTAKING TO COMPLY WITH EMPLOYER'S (EWS) TRAINING NEEDS**

Refer to C3.1: *PROJECT DESCRIPTION AND SCOPE OF CONTRACT*, Clause 7 for the Employer's requirements in this regard.

The tenderer must sign the below as an undertaking to fully comply with the Employer's requirements in this regard, and this page will become part of the Contract.

*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:**

Refer to Clause F.2.1.7 for requirements

[illegible]

*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.*

---

**T2.2.26 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

Refer to Clause F.2.1.8 for requirements

**Construction 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:**

**PART C1: AGREEMENT AND CONTRACT DATA****C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER**

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

Contract No: **30661-5W**

Contract Title: **Construction of the Southern Wastewater Treatment Works Multidisciplinary Upgrades**

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****C1.1.2: FORM OF ACCEPTANCE**

This Form will be completed by the Employer

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*) : : .....



**C1.1: FORM OF OFFER AND ACCEPTANCE**  
**C1.1.3: SCHEDULE OF DEVIATIONS**

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 is the FIDIC Conditions of Contract FOR PLANT AND DESIGN-BUILD FOR ELECTRICAL & MECHANICAL PLANT, AND FOR BUILDING AND ENGINEERING WORKS, DESIGNED BY THE CONTRACTOR, SECOND EDITION 2017 (hereinafter referred to as FIDIC Yellow Book, 2nd ED, 2017). This document is obtainable separately, and Tenderers shall obtain their own copies.

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the FIDIC Yellow Book, 2nd ED, 2017 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 FIDIC Yellow Book, 2nd ED, 2017 to which it mainly applies.

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

Sub-Clause	Item	Data
1.1.27	Defects Notification Period	730 days
1.1.30	Employer's name and address .....	eThekwini Water and Sanitation 3 Prior Road Durban 4001
1.1.35	Engineer's name and address.....	Mr. Shanir Ramjathan iX engineers (Pty) Ltd 21 The Boulevard, Westway Office Park, Spine Road, Westville,3630
1.1.87	Time for Completion .....	104 weeks
1.3(a)(ii)	Agreed methods of electronic transmissions:	E-mail
	Address of Employer for communications:	All notices and communication to the Employer to be sent by e-mail to <a href="mailto:sibusiso.vilane@durban.gov.za">sibusiso.vilane@durban.gov.za</a> <a href="mailto:ritesh.Kandai@durban.gov.za">ritesh.Kandai@durban.gov.za</a>
1.3(d)	Address of Engineer for communications:	<a href="mailto:shanir.r@ixengineers.co.za">shanir.r@ixengineers.co.za</a> <a href="mailto:brendan.vs@ixengineers.co.za">brendan.vs@ixengineers.co.za</a>
1.3(d)	Address of Contractor for communications (Tenderer to complete)	.....
1.4	Governing Law.....	Republic of South Africa
1.4	Ruling language .....	English
1.4	Language for communications .....	English
1.8	Number of additional paper copies of Contractor's Documents.....	1

Sub-Clause	Item	Data
1.9	Period of notification of errors, faults or other defects in the Employer's Requirements	42 Days
2.1	Time for access to, and possession of, the Site .....	42 Days from the Commencement Date Internal Municipal Funding
2.4	Employers Funding Arrangements	Allocations:  Fin Yr 2024/25 TBC upon Award 2025/26 TBC upon Award 2026/27 TBC upon Award
4.2	Amount of Performance Security.....	10% of the Contract Sum
4.4(a)	Maximum allowable accumulated value of work sub-contracted (as a percentage of Accepted Contract Amount)	None
4.7.2	Period for notification of errors in the items of reference .....	Within 42 days.
4.17	Contractor's Equipment	Refer to ADDITIONAL CONDITIONS OF CONTRACT item C1.2.3.6 on page 71
4.19	Period of payment for temporary utilities.....	Monthly
4.20	Number of additional paper copies of progress reports.....	Nil
6.5	Normal working hours on the Site .....	07h00 – 17h00 Monday to Friday Between 07h30 and 17h00 weekdays "except special non-working days (all statutory public holidays and the annual December "Builders Break)".
8.2	Completion	730 Calendar Days including the Builder's Holidays and all Public Holidays.
8.3	Number of additional paper copies of Programmes.....	2
8.8	Delay damages payable for each day of delay .....	The penalty for failing to achieve the Pump Delivery Portion 1 as defined in the Project Specification is R20,000.00 per day. The penalty for failing to achieve completion of the whole of the works is R5,000.00 per day.
8.8	Maximum amount of Delay Damages .....	No limit
9.4	Failure to pass Tests on Completion	Performance penalties to be applied as per Schedule of Performance Guarantees.
13.4(b)(ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit.....	As per schedule of quantities

Sub-Clause	Item	Data
13.7	Adjustments for Changes in Cost	Refer to Cost Indexation Schedule in this document (end of this table). All adjustments made as per Sub- Clause 13.7.3, shall be claimed for on the second last payment certificate after issuing the Taking Over Certificate.
14.2	Total amount of Advance Payment (as a percentage of Accepted Contract Amount)	NIL – no advanced payment is applicable in this contract
14.3	Period of payment	Up to 45 days
14.3(b)	Number of additional paper copies of Statements.....	1
14.3(iii)	Percentage of retention.....	10% reducing to 5% upon the issue of a Taking- Over Certificate.
14.3(iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount).....	10% of Contract Sum with no limit
14.5(b)(i)	Plant and Materials for payment when shipped	No payment for plant and materials upon shipment
14.5(c)(i)	Plant and materials for payment when delivered to the Site	All plant and materials delivered to site will be subject to payment in terms of this clause, provided cession forms are completed.
14.6.2	Minimum amount of Interim Payment Certificate (IPC).....	No minimum
14.7(b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	Within 45 days of date of approval of the invoice by the Employer.
14.7(b)(ii)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	Within 45 days of date of approval of the final invoice by the Employer.
14.7(c)	Period for the Employer to make final payment to the Contractor	56 Days
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	0 percentage points.
14.11.1(b)	Number of additional paper copies of draft Final Statement	2
14.15	Currency/currencies of payment .....	South African Rand, as named in that section of the Form of Offer and Acceptance called "Offer"
17.2(d)	Forces of nature, the risks of which are allocated to the Contractor	Rainfall, lightning, flooding (incl. flooding of sewer system), wind, heat, humidity or cold.

Sub-Clause	Item	Data
18.1	Exceptional Events	<p>Add the following :</p> <p>(h) The outbreak of an epidemic or pandemic unknown at the time of tender.</p>
19.1	Permitted deductible limits:	<p>At the end of the sub-clause, add the following paragraph:</p> <p>"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 R 100 000."</p> <p>The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the issue of the Performance Certificate cannot take place without the prior written approval of the Employer.</p> <p>Additional Requirements:</p> <ul style="list-style-type: none"> <li>• Minimum amount for additional removal of debris (no damage): R 5 000 000</li> <li>• Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: R 5 000 000</li> <li>• Minimum amount for transit of materials to site: R 5 000 000</li> </ul>
	- Insurance required for the Works	
	- Insurance required for Goods	As per Conditions of Contract
	- Insurance required for liability for breach of professional duty	Professional Indemnity for design obligations. Minimum Cover is to be 2x (10% of the installed/constructed value of the designed work)
	- Insurance required against liability for fitness for purpose (if required)	Not required. Contractor to take out his own insurance.

*Continued on next page*

Sub-Clause	Item	Data
		<u>Third Party Insurance (Public Liability)</u>
		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 20 000 000 Consequential loss to be covered by policy: YES Maximum excess per claim or series of claims arising out of any one occurrence: R 25 000
	- Insurance required for injury to persons and damage to property	<u>Third Party Insurance (Public Liability resulting from Vibration and / or removal of Lateral Support)</u>  Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damages of loss caused by vibration and/or removal of lateral support: R 10 000 000 Maximum first excess: R 50 000  The limit of indemnity for liability insurance is R 20 000 000 for any single claim. The number of claims during the construction and defects liability period shall be unlimited.
	- Insurance required for injury to employees	As per Conditions of Contract
		<u>Principal's own surrounding Property Insurance</u>
	- Other Insurances required	Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Employer's own surrounding property: R 5 000 000  Maximum first excess: R 50 000  SASRIA Coupon Policy for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (incl. VAT).
19.2(1)(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	N/A
19.2(1)(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover of the Works	Insurance cover to include for all exceptional events listed under Clause 18.1, for an amount of R 2 500 000 per event up to a maximum of 2 events.  Maximum first excess per claim: R 50 000
19.2.2	Extent of insurance required for Goods	Full replacement value including delivery to site
19.2.3(a)	Amount of insurance required for liability for breach of professional duty	Not required.
19.2.3(b)	Insurance required against liability for fitness for purpose	Not required by Employer but up to the Contractor if he wishes to take out this
19.2.3	Period of insurance required for liability for breach of professional duty	If taken out by Contractor then it should be in place up to end of the defects period.

Sub-Clause	Item	Data
19.2.4	Amount of insurance required for injury to persons and damage to property	To be included in third party cover
19.2.6	Other Insurances required by Laws and by local practice	None
21.1	Time for appointment of DAAB	14 Days
21.1	The DAAB shall comprise	One sole Member
21.2	Appointment entity (official) for the DAAB members	President of South African Institution of Mechanical or Electrical Engineers or his designated representative

### Sub-Clause 13.7 Adjustments for Changes in Cost

#### 13.7.1 Adjustments for Changes in Cost due to Exchange Rate Fluctuation

- (i) Where the goods are imported, the Contractor shall within 30 days of the notification of acceptance of his tender arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange, exercising due care in consultation with the said bankers to ensure that the forward exchange is taken out on such terms as will provide the best possible exchange rate. The Contractor shall notify the Employer as soon as possible regarding the rate which has been fixed on such forward exchange.
- (ii) An increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of tenders and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Employer. Upon the failure of the Contractor to arrange cover aforesaid, the Contractor shall then be liable for any such increase or decrease in the basic rate of exchange occurring beyond thirty days of notification of tender acceptance.
- (iii) If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is required, such adjustment shall be based on the information contained on the schedule titled "Price Basis for Imported Resources and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "Price Basis for Imported Resources (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Employer's main banker, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

##### 13.7.1.1. Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the rate referred to above, then the Employer's banker rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in Sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost

of any imported Plant and Materials inserted by the Tenderer on the schedule titled "Price Basis for Imported Resources.

- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of the schedule titled "Price Basis for Imported Resources shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub- paragraph (h)below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "Price Basis for Imported Resources, then the value in column (A) shall be used.

#### 13.7.1.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled "Price Basis for Imported Resources and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Engineer of any changes which occur.

#### 13.7.1.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

#### Cost Indexation Schedule for Plant and Material in South Africa

- (A) Contract Price Adjustment Factor for Mechanical and Electrical Works:

#### 13.7.2 General

The Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses.

The following general provisions shall apply in all cases:

Adjustments for changes in cost shall be calculated as if the Works are executed within the time for completion and no additional costs due to any work being executed outside the time for completion shall be payable unless the Engineer allows an extension of time in accordance with Sub-Clause 8.4

Claims for adjustments for changes in cost shall be supported by such documentary evidence that may be required by the Engineer. Failure to render this information may result in the rejection of claims for price



adjustment.

No claims for adjustments for changes in cost will be accepted which are submitted later than 28 days after the date of issue of the Taking-Over Certificate.

### 13.7.3 Plant and Materials Manufactured in South Africa

#### 13.7.3.1 Permissible Adjustments

Adjustment to the Contract Price for the design, manufacture, painting, testing, supply, delivery, offloading and storage of Plant and Materials manufactured in the Republic of South Africa, shall be allowed only for variations in the cost of labour and material based on the indices published by the Steel and Engineering Industries Federation of South Africa (SEIFSA) using the method described in Sub-Clause 13.7.3.2.

The following SEIFSA tables shall be regarded as relevant to Mechanical and Electrical Works in this Contract:

Table C3	Index of actual labour cost
Table G	Statistics SA - production price index, Mechanical and Electrical Engineering Materials, as applicable
Table E	EX Merchant Steel Price Index, Hot Rolled Sheets
Table Q	(A) Index of stainless steel flat products (excluding imports), Hot rolled steel
Table Q	1 (A) Corrosion resisting steel 3CR12, Hot rolled plate
Table N	Ruling price of certain electrical cable manufacturing materials, Copper rod 7,90 mm

#### 13.7.3.2 Method of Price Adjustment

Adjustment of the total values inserted in the Schedules of Quantities for the design, manufacture, painting, testing, supply, delivery, offloading and storage of Plant and Materials manufactured in the Republic of South Africa shall be based on the following:

- (a) The estimated proportions (represented by the coefficients "b", "c", "d" and "e" in the formulae in subparagraph (b) below) of the total values shall be adjusted on the basis of the increase or decrease between the indices in the relevant tables at the Base Date and these indices at a date 42 days prior to the valuation date, for each month in which the Plant and Materials are contractually delivered to Site, by multiplying the monthly values certified by the relevant Adjustment Factor in the formulae in subparagraph (b) below.
- (b) the applicable formulae are:

#### Mechanical Plant and Materials

$$A = a + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{S_n}{S_o} + e \frac{SS_n}{SS_o} - 1$$

where A =

a = Adjustment Factor rounded off to the sixth decimal place

0.10 Fixed coefficient (non-adjustable portion)

b = 0.15 )

c = 0.35 ) Coefficients (sum of these coefficients shall be 0,90)

d = 0.25 )

e = 0.15 )

L<sub>n</sub> = Current labour index in Table C3

Lo	=	Base labour index in Table C3
Mn	=	Current mechanical engineering materials index in Table G
Mo	=	Base mechanical engineering materials index in Table G
Sn	=	Current steel price index in Table E-EX
So	=	Base steel price index in Table E-EX
SSn	=	Current stainless steel index type 304 in Table Q-(A)
SSo	=	Base stainless steel index type 304 in Table Q-(A)

“Current” indices are those applicable 42 days prior to date of claim, as stated in sub-paragraph (a) above

“Base” indices are those applicable at Base Date, as stated in sub-paragraph (a) above

#### Electrical Plant and Materials

$$A = a + b \frac{Ln}{Lo} + c \frac{En}{Eo} + d \frac{CRn}{CRo} + e \frac{Cn}{Co} - 1$$

where A = Adjustment Factor rounded off to the sixth decimal place

a = 0.10 Fixed coefficient (non-adjustable portion)

b = 0.10 )

c = 0.30 ) Coefficients (sum of these coefficients shall be 0,90)

d = 0.20 )

e = 0.30 )

Ln = Current labour index in Table C3

Lo = Base labour index in Table C3

En = Current electrical engineering materials index in Table G

Eo = Base electrical engineering materials index in Table G

CRn = Current 3CR12 steel index in Table Q -1 (A)

CRo = Base 3CR12 steel index in Table Q -1 (A)

Cn = Current copper rod index in Table N

Co = Base copper rod index in Table N

“Current” indices are those applicable 42 days prior to date of claim, as stated in sub-paragraph (a) above

“Base” indices are those applicable at Base Date, as stated in sub-paragraph (a) above

(c) The value of any Plant and Materials imported from outside South Africa inserted on the schedule titled “Price Basis for Imported Plant and Material and subject to Sub-Clause 13.7.1 shall be deducted from the total values to be adjusted by the SEIFSA Index adjustment. Any Plant and Materials not inserted in Schedule 20 shall be deemed to be manufactured in South Africa for the purposes of Contract Price Adjustment.

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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1.2.1.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- % of the gross remuneration of workmen and foremen actually engaged ..... %  
in the daywork;
- % on the net cost of materials actually used in the completed work. .... %

## C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

### C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
  - Assisting in all respects relating to the recruitment of local labour.
  - Acting as a source of information for the community and councillors on issues related to the contract.
  - Keeping the Contractor advised on community issues and issues pertaining to local security.
  - Assisting in setting up any meetings or negotiations with affected parties.
  - Keeping a written record of any labour or community issue that may arise.
  - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

### C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) XXX**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.

### C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30 %** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% PPG** (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

**NOTE: The Appointed Contractor shall provide evidence of payment to CPG partners from the previously paid payment certificate to the Employer prior to the next payment being made by the Employer**

### C1.2.3.4 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 all foremen, artisans and labour (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)
- Education Level

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

- Category of Employment

<b>Category A:</b> Employed as Local Labour for this contract only <b>Category B:</b> Temporarily employed by the Contractor <b>Category C:</b> Permanently employed by the Contractor
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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). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his 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 items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

### C1.2.3.5 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 Project Specifications PS.12.

**C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

The Pricing Assumptions / Instructions are included in Volume 2 of 9 of the Tender Document Volumes.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities are included in Volume 2 of 9 of the Tender Document Volumes.

**PART C3: SCOPE OF WORK**

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<b>C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>	<b>78</b>
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PS.1 Programme, Method of Work, and Accommodation of Traffic	
PS.2 Services	
PS.3 Watermains	
PS.4 Sewers	
PS.5 Stormwater	
PS.6 Electrical Plant	
PS.7 Telkom S.A. Limited / Neotel Plant	
PS.8 CCTV Plant	
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PS.10 Occupational Health and Safety	
<b>C3.3 STANDARD SPECIFICATIONS</b>	<b>101</b>

The Standard Specifications are included in Volume 3 of 9 of the Tender Document Volumes.

<b>C3.4 PARTICULAR SPECIFICATIONS</b>	<b>102</b>
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The Particular Specifications are included in the applicable Volumes (1 to 9) of the Tender Document Volumes.

<b>C3.5 CONTRACT AND STANDARD DRAWINGS</b>	<b>103</b>
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The Contract and Standard Drawings are included in Volume 9 of 9 of the Tender Document Volumes.

C3.5.1	Contract Drawings / Details
C3.5.2	Standard Drawings

<b>C3.6 ANNEXURES</b>	<b>104</b>
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Discipline specific Annexures are included in the applicable Volumes (1 to 9) of the Tender Document Volumes.

Volume 8 contains additional non discipline specific Annexures.



### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Description of Works**

##### **1. Description of the Facility**

The Southern Wastewater Treatment Works (SWWTWs) is located approximately 14 km south of Durban, on the North-eastern bank of the Umlaas Canal. The site covers approximately 30.65 ha and the facility is surrounded by industrial and residential development, both of which may be potentially sensitive to activities within the site. The Southern Works outfall was constructed to reduce the pollution in the Durban Bay and commissioned in November 1968 (CSIR, 2012).

The existing works outfall is rated for an average flow of 230 Ml/d (DWS, 2012) and has an average daily flow of approximately 123 Ml/d (Data provided by the eThekweni Water and Sanitation Department (EWS) for 2009-May 2015). The SWWTWs receives most of its raw sewage effluent through three large (1,500 mm diameter) trunk sewers, i.e. the Main Southern Trunk Sewer (referred to as the Jacobs Trunk Sewer), the Wentworth Valley Trunk Sewer and the Umlaas Trunk Sewer. Other smaller diameter pipelines coming to this Works includes those from Mondi and SAPREF (each separately discharging at the inlet of this Works) and Illovo (discharging closer to the outlet of this Works).

The Umlaas Trunk Sewer which serves the areas of Chatsworth and Umlazi discharges effluent to this Works that is predominantly domestic in origin. The discharged flow (currently in the region of 35 million litres per day) is immediately directed to a separate treatment facility where it undergoes preliminary, primary, secondary, and tertiary treatment. The secondary and tertiary treatment processes are managed by a private entity (Veolia Water) that stores and sells the tertiary treated (or reclaimed) effluent to industries. All sludge generated from the treatment of this effluent is discharged to sea.

The Jacobs Trunk Sewer which serves the residential areas of Yellow Wood Park, Montclair and Woodlands, and the industrial areas of Jacobs and Mobeni discharges sewage effluent that is a combination of domestic and industrial in origin. The Wentworth Valley Trunk Sewer which serves the areas of the Bluff, Wentworth, Clairwood, Bayhead and Island View, discharges sewage effluent that is also a combination of domestic and industrial effluent. The flows conveyed by these two trunk sewers (currently in the region of 95 million litres per day) combine at the main inlet Works and undergo preliminary treatment only (i.e. removal of screenings and grit) before being discharged to sea.

In addition to the pipeline discharge of sewage effluent to the Works, smaller volumes of effluent are also discharged by various road tankers. The effluent discharged by these road tankers also undergoes preliminary treatment only before being discharged to sea.

All effluent from the facility is discharged by gravity through a deep-sea outfall pipeline, consisting of approximately 1 km on shore pipeline and a 4.2 km deep sea outfall pipeline with 34 diffusers at a depth between 54 m and 64 m below sea level.

##### **2. General Project Scope**

This project has three focus points. Firstly, the electrical upgrading of the incoming substation and Medium Voltage (MV) distribution ring. The Southern Wastewater Treatment Works (SWWTWs) is electrified through a main incoming substation that feeds four downstream sub-stations throughout the plant. SWWTWs receives its main 11kV feed from eThekweni Electricity from the Mobeni South Major Substation. The electrical reticulation on the plant serves to provide power to critical operations of the plant such as Travancore Drive

Raw Sewage pumps, Veolia Water Solutions & Technologies South Africa (Veolia) main 11KV transformer and Pollution department building services. Part of Veolia Water operations is to maintain and supply Mondi with treated second-class water for its daily operations.

The medium voltage electrical distribution switchgear and infrastructure at SWWTW have become obsolete and damaged over the last thirty years. The switchgear has exceeded its life span and needs to be replaced with modern technology in the electrical distribution field, ensuring safe and reliable operation. In addition, the two cables forming the ring are, in many instances, routed in close proximity which could lead to the damage of both cables in one incident, leaving the works without power. The flash floods of October 2017 further damaged the switchgear: The equipment was submerged under water and therefore needs to be replaced in a new medium voltage substation which is to be built in an area outside of the flood zone.

Secondly, the installation of a new fiber optic communication ring across the facility. The new fibre optic network will allow communication between the different elements of the medium voltage network. The basis for the medium voltage network design is to allow for “smart equipment and systems”: The new medium voltage switchgear, minisubs and control systems will have the ability to communicate with a central point of control to allow the operators to understand the current status of the systems via the fibre network.

Thirdly, the Low-level pump station’s mechanical equipment has reached the end of its useful life and has become unreliable. Under normal operation, all effluent collected flows through an open channel into an underground pipeline, that joins the previously described deep sea outfall. During peak flows, the head loss in the line increases and the water backs up along the length of the open channel. The water overflows via a weir, situated in the channel, into the low-level storage tanks. During off-peak hours, the pump station empties the tank(s), discharging through the deepwater sea outfall. To ensure effective operation of the pump station a full Electro-Mechanical upgrading of the pump station is required.

### **3. Electrical Works**

The electrical works associated with this Contract is set out in the Electrical Specifications documentation (Volume 4), Bill of quantities (Volume 2) and drawings (Volume 9), a summary of which is provided below:

- a) Supply and install new Medium Voltage (MV) equipment withing the new intake substation building
- b) Switch over of power from old intake substation to new intake substation
- c) Supply, trench, lay and backfill for new MV distribution cable across the site
- d) Supply, trench, lay and backfill for new communication Optic Fiber ring across the site
- e) Supply, install and switchover of transformers across the site
- f) Supply and Installation of new Medium Voltage (MV) switchgear within the existing Low-Level Pump Station
- g) Supply and Installation of new VSD pump control units
- h) Supply and installation of motor control for duty and drainage pumps including associated sensors and cabling
- i) Upgrading of pump station Small Power and lighting infrastructure
- j) Removal of existing MV switchgear from existing Low-Level Pump Station and delivering it to the EWS

store

- k) Testing and commissioning of all installed electrical equipment.

#### 4. Mechanical Works

The mechanical works associated with this Contract is set out in the Mechanical and HVAC Specifications documentation (Volumes 5 and 7), Bill of quantities (Volume 2) and drawings (Volume 9), a summary of which is provided below:

- a) Supply and install new duty pumps within the existing pump station building
- b) Supply and install new pipework, valves and accessories for the duty pumps
- c) Supply and install drainage pumps with in the existing pumping sump and dry well of the pump station building, including pipework and valves.
- d) Supply and installation of new sluice gates including actuators
- e) Supply and installation of new motorized overhead crane, including all electrical work and rails
- f) Supply of new A-frame lifting gantry
- g) Supply and installation of HVAC system within the existing pump station building
- h) Removal of existing overhead crane and transport to EWS store
- i) Removal of existing pumps and pipework within the pump station building and transport to EWS store

#### 5. Building Works

The building works associated with this Contract is set out in the building works and structural Specifications documentation (Volume 6), Bill of quantities (Volume 2) and drawings (Volume 9), a summary of which is provided below:

- a) Construction of new reinforced concrete footings, columns, beams and slabs connecting to the existing pump station building
- b) Construction of new masonry walls for the loading bay, pumps station building and new substation room
- c) Demolishing of existing brickwork withing the existing pump station building
- d) Closing of existing openings concrete slabs, cutting new openings in existing slabs
- e) Replacement and installation of new doors and windows for the existing pump station building\
- f) Other refurbishment works on the existing pump station building
- g) Repairing damaged concrete
- h) Water proofing roof of building

## 6. Civil Works

The civil works associated with this Contract is set out in the Standard Specifications documentation (Volume 3), Bill of quantities (Volume 2) and drawings (Volume 9), a summary of which is provided below:

- a) Paving around the existing Pump Station Building
- b) Access road to pump station

## 7. TRAINING NEEDS FOR EWS

### 7.1 General

- 7.1.1 The Contractor shall conduct comprehensive training for EWS maintenance and operational staff of the plant during the commissioning period.
- 7.1.2 Electrical (Medium Voltage and Low Voltage), Control ,Instrumentation and SCADA ,Mechanical and Process equipment operation and maintenance training shall form part of the overall training Programme.
- 7.1.3 All equipment shall be operational order before training shall commence.
- 7.1.1 The training shall be designed specifically for the works paying close attention to specialized equipment
- 7.1.5 Specified the training shall allow for at least 15 each operational/maintenance staff members and 10 engineering staff members. (draw up schedule of number of staff M&E , Process etc)
- 7.1.6 The contractor must allow for sufficient time when specialists are engaged for specialized training to allow expert training to be given to operational/maintenance and engineering staff.
- 7.1.7 During the installation phase, the Employer may nominate a team of operational/maintenance/engineering employees who will be closely involved with the installation and commissioning process. These employees will only observe to get the maximum information regarding the installation, to enable efficient maintenance to be undertaken by the Employer.

### 7.2 Training Manual

- 7.2.1 Training and training manuals shall be based on the O&M Manuals.
- 7.2.2 Each trainee shall have his/her own manual with three additional copies which shall form part of the Operation and Maintenance Manuals.

### 7.3 Training Schedule

- 7.3.1 The Engineer shall approve the training schedule. A CV of the training facilitator shall be submitted to the Engineer for approval.
- 7.3.2 The training shall include operator training, technical and maintenance training.
- 7.3.3 The program for the training shall include instruction for a minimum 2 days on-site.
- 7.3.1 The schedule shall cover the following:
  - a) General process/system overview
  - b) Functional operation of the system. A complete operational narrative in conjunction with PID, electro mechanical schematic detailing the start up ,shut down process, interlock checking , specific operations of process equipment across all driplines , what alarms are critical, where to reset, fault finding, standby supply operations etc

- c) Maintenance Schedule and how to complete them
- d) Standard Maintenance Procedures
- e) Spare Part Lists

7.3.5 EWS maintenance staff and other supporting staff should be fully proficient in the system operation and maintenance thereof.

#### 7.4 Maintenance and Operations Training

The training shall be designed to teach operators how to operate the Process, Electrical, Mechanical, Instrumentation and Control systems and shall include the following but not limited to the following:

- a) Start-up, shut-down and operating instruction for all operational modes for the works shall be provided. This shall be comprehensive and shall include actions to be taken in the case of all alarm conditions and basic to in depth fault finding.
- b) A layout drawing of the installation, a process flow diagram, and a P&ID shall be provided for each Operator. The instructions described in (1.1.1a) above shall also be provided in printed form for each operator.
- c) If a SCADA and Telemetry system is part of the control system, the SCADA operations training as described in the SCADA and Telemetry standard specification shall be incorporated in the training.
- d) This training shall be designed to teach operations and maintenance personnel how to operate, repair and maintain the electrical, mechanical, instrumentation and control systems.

#### 7.5 OPERATIONS AND MAINTENANCE TRAINING – DETAILED REQUIREMENTS (MINIMUM)

**Table 7.5.1: Medium Voltage Switchgear, Ring Main Units and Mini Substations**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the switchgear, its components	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to Switching, Isolating, testing, and earthing processes, understanding the alarms and trips and how to reset and what action is needed	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM Accredited Facilitator	TBA	Yes
Simple overview of 11 kV protection and switchgear settings	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM	TBA	Yes ,

Detailed overview of 11 kV protection and switchgear settings, programming - target audience is 10 EWS employees	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM Accredited training course. All costs to be born by tenderer if training is offered out of Durban	TBA - Depends on training provider	Yes , accredited for CPD points
Basic and in depth maintenance, frequency,	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM	1 TBA	Yes ,
Where and how to install common spare parts.	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM	TBA	Yes ,
Safety in operations and maintenance	11kV Fixed Pattern Switchgear,  Ring Main Units	OEM	TBA	Yes ,

**Table 7.5.2: ALL MCC's**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the MCC and critical its components	MCC's	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding the alarms, plc interlocks, instrumentation control SCADA and trips and how to reset and	MCC's	OEM	TBA	Yes

what action is needed				
Simple overview programming of Motor protection relay and settings	MCC's	OEM	TBA	Yes ,
Where and how to install common spare parts.	MCC's	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	MCC's	OEM	TBA	Yes ,
Safety in operations and maintenance	MCC's	OEM	TBA	Yes ,

**Table 7.5.3: MV VSD's**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the MV VSD's and critical its components	VSD	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding the alarms, plc interlocks, instrumentation control scada and trips and how to reset and what action is needed	VSD	OEM	TBA	Yes
Simple overview programming of Motor protection relay and settings	VSD	OEM	TBA	Yes ,
Where and how to install common spare parts.	VSD	OEM	TBA	Yes ,
Detail list of where to obtain	VSD	OEM	TBA	Yes ,

spare parts locally/nationally				
Safety in operations and maintenance	VSD	OEM	TBA	Yes ,

**Table 7.5.4: MV End Suction Pumps and MV Immersible pumps**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the specific mechanical equipment	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding. Common mechanical faults and what action is needed	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes
Rigging in and out of equipment	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes
Where and how to install common spare parts. Clearances, tolerances etc	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes ,
Safety in operations and maintenance	HOW, Centrifuge, pumps, Poly systems,	OEM	TBA	Yes ,



	chlorination Aerators etc			
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**Table 7.5.5: LV Immersible pumps**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the specific mechanical equipment	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding. Common mechanical faults and what action is needed	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes
Rigging in and out of equipment	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes
Where and how to install common spare parts. Clearances, tolerances etc	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes ,
Safety in operations and maintenance	HOW, Centrifuge, pumps, Poly systems, chlorination Aerators etc	OEM	TBA	Yes ,

**Table 7.5.6: Overhead Crane**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the specific mechanical equipment	Overhead Crane	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding. Common mechanical faults and what action is needed	Overhead Crane	OEM	TBA	Yes
Rigging in and out of equipment	Overhead Crane	OEM	TBA	Yes
Where and how to install common spare parts. Clearances, tolerances etc	Overhead Crane	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	Overhead Crane	OEM	TBA	Yes ,
Safety in operations and maintenance	Overhead Crane	OEM	TBA	Yes ,

**Table 7.5.7: HVAC System**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the specific mechanical equipment	HVAC System	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy	HVAC System	OEM	TBA	Yes

understanding. Common mechanical faults and what action is needed				
Rigging in and out of equipment	HVAC System	OEM	TBA	Yes
Where and how to install common spare parts. Clearances, tolerances etc	HVAC System	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	HVAC System	OEM	TBA	Yes ,
Safety in operations and maintenance	HVAC System	OEM	TBA	Yes ,

**Table 7.5.8: ALL INSTRUMENTATION, CONTROL AND SCADA EQUIPMENT**

Description of training	Equipment	Training By	Duration	Certificate
Detail training on the specific Plc, Instrumentation, control and SCADA equipment	Level Sensors (ultra sonic & 3 prong)  Pressure transmitters  No flow switch	OEM Accredited Facilitator	TBA	Yes
Detail training on operations with regards to control philosophy understanding. Common Plc, Instrumentation, control and SCADA faults and what action is needed	Level Sensors (ultra sonic & 3 prong)  Pressure transmitters  No flow switch	OEM	TBA	Yes
Detailed overview of Plc, Instrumentation, control and SCADA settings,	Level Sensors (ultra sonic & 3 prong)  Pressure	OEM Accredited training course .All costs to be by	TBA - Depends on training provider	Yes , accredited for CPD points

programming - target audience is engineers (2) and technicians( 2 off)	transmitters  No flow switch	tendered if training is offered out of Durban		
Where and how to install common spare parts.	Level Sensors (ultra sonic & 3 prong)  Pressure transmitters  No flow switch	OEM	TBA	Yes ,
Detail list of where to obtain spare parts locally/nationally	Level Sensors (ultra sonic & 3 prong)  Pressure transmitters  No flow switch	OEM	TBA	Yes ,
Safety in operations and maintenance	Level Sensors (ultra sonic & 3 prong)  Pressure transmitters  No flow switch	OEM	TBA	Yes ,

## 8. Maintenance SLA Requirements

Only those tenderers that can demonstrate that they have understood the Employer's requirements to execute the work (see requirements listed hereunder – Table 7), by the submission of the specified returnable documents in T2.2; i.e. a Mechanical and Electrical Equipment Maintenance SLA , will be eligible to have their tenders evaluated in terms of Clause F.3.11.

**IMPORTANT: Returnables to be inserted as T2.2.21 and T2.2.22: “Eligibility: Tenderer’s Mechanical Equipment Maintenance SLA” and “Eligibility: Tenderer’s Electrical Equipment Maintenance SLA” are to be completed as per the details provided in T2.2.21 and T2.2.22. Failure to submit the returnables stated as T2.2.21 and T2.2.22, and provide any relevant supporting documentation/ information in accordance with the instructions described in this clause, will result in the tender being considered as non-responsive and disqualified from further consideration.**

**Tenderer’s Mechanical and Electrical Equipment Maintenance SLA” Requirement**

**THE TENDERER’S MECHANICAL AND ELECTRICAL EQUIPMENT MAINTENANCE AND SLA MUST CONTAIN THE FOLLWING INFORMATION A S A MINIMUM:**

The contractor shall be responsible for the initial routine maintenance, until such time as the plant and equipment has been accepted and handed over to EWS and is capable of fulfilling its' specified operational duties. Once the plant and equipment has been successfully commissioned and accepted, the council's site

staff will undertake the operations of the plant and equipment. The normal operational maintenance of the 4 main duty pumps and motors (Mechanical), EWS and Veolia main substations, all the MV installed equipment as per the MV ring, Pump Station MV Switchgear and VSD's, (Electrical) in accordance with the manufacturer's recommendations, will be undertaken by the OEM under a Service Level Agreement, paid for by the Contractor as per the Bill of Quantities items allowed. The Service Level Agreement (SLA) between the OEM and Municipality will then come into effect for the routine maintenance in accordance with the submitted schedule and operating instructions and routine maintenance requirements set by the manufacturers. This SLA should be valid for a 5 year period (commencing at practical completion of the project) and cover the following aspects:

1. Specify equipment covered under the SLA agreement (four (4) Main Duty Pumps)

The pump sets will include the pump, coupling, cardan shafts, electrical motors, base frame, instruments and all ancillary equipment originally forming part of the main pump sets.

The pricing shall show price per pump and the total amount for all four pump sets.

The SLA proposal will comprehensively show the proposed scheduled inspections and maintenance work priced. The inspection and maintenance schedule will show the frequency (running hour or elapsed time), between previous and next inspection and maintenance work.

Scheduled inspections and maintenance work must be listed in terms of daily, weekly, monthly and quarterly actions.

2. Routine periodic physical inspection of the equipment

The SLA proposal shall clearly list the specific monitoring (visual, audible, instruments) observations and measurements made during the inspections rounds as well as physical maintenance work.

3. Prices must include, if applicable, for all scheduled inspections and maintenance work the following and broken down for each separate inspection and maintenance tasks.

- a. Traveling (km, rate & amount).
- b. Delivery (km, rate & amount).
- c. Specialized labour (hour, rate & amount).
- d. General labour (hour, rate & amount)
- e. Special parts, components, fluids and consumables for the equipment (each, rate & amount)
- f. Special tools & instrumentations (each, rate & amount).
- g. Any other provision that may be necessary to execute the scheduled inspections and maintenance work (each, rate & amount).

4. Unforeseen breakdowns cannot be predicted or feasibly priced, but the OEM must submit as part of the SLA propose a comprehensive spare part list to establish a benchmark for any unforeseen breakdown repairs.

5. As part of the spare part list the OEM must provide in the SLA proposal their rates for special and general man-hours, traveling rates etc.

6. Forming part of the SLA proposal, the OEM shall indicate response times for addressing unforeseen breakdowns, maximum supply times on special ordered parts and equipment components.

7. The OEM must include in the pricing, as part of the SLA proposal for the following compliances.

- a. Compliance with OHS Act No. 85 of 1993.
- b. Compliance with EMPLOYERS Requirements, access to site and other special requirements.
8. The OEM must submit with the SLA proposal an organogram showing the allocated personnel for the scheduled inspections and maintenance work. All the allocated personnel's qualification and experience should be included with the SLA proposal.

The Contractor will be instructed to attend to maintenance of a non-routine nature for the duration of the Defects Liability period. If the contractor fails to respond to such an instruction within period of twenty-four (24) hours, then such maintenance may be carried out by the council at the risk of the contractor. All costs incurred by the council under these circumstances will be deducted from the contract sum.

### **3.1.2 Description of Site and Access**

The site of works is the existing Southern Wastewater Treatment Works, located at the end of Byfield Road, Jacobs, approximately 14km south of Durban, Kwa-Zulu Natal. Refer to the locality plan included.

The Contractor's labour (including local labour) shall enter and leave the site en masse on motorised transport. Southern Wastewater Treatment Works is classed as a factory in terms of the Occupational Health and Safety Act and the Contractor's labour is to keep within the bounds of the site during working hours.

Unless otherwise approved by the Engineer the Contractor shall use the Contractors' Site Entrance on Travancore Drive for all site access and deliveries.

## **C3.2: PROJECT SPECIFICATION**

### **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.

### **C3.2.1 GENERAL**

#### **PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

##### **PS.1.1 Preliminary Programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form (see T2.2: Preliminary Programme) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions (refer to Clause 5.12.2.2) and special non-working days (refer to Clause 5.1.1.1) as specified in the in the Contract Data.

##### **PS.1.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to Clause 5.3.1/2).

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (1) All works are within an operating facility
- (2) Time required for service relocations.
- (3) Time allowances to be made for the ordering of special items.
- (4) The pump station must remain operational during the refurbishment process.

Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

### **PS.1.3 Requirements for Accommodation of Traffic**

#### **PS.1.3.1 General**

Accommodation of traffic, where applicable, shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Clause 4.10.4 of SANS 1921-2: 2004 shall be replaced with the following:

“Road signs and markings shall comply with the requirements of the “SADC Road Traffic Signs Manual - Volume 2: Roadworks Signing”.

#### **PS.1.3.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Employer's Agent to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

#### **PS.1.3.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

#### **PS.1.3.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.



**NOTE:** The Appointed Contractor shall provide evidence of payment to CPG partners from the previously paid payment certificate to the Employer prior to the next payment being made by the Employer.

#### **PS.1.3.5 Pedestrian Movement**

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

#### **PS.1.3.6 Temporary Reinstatement**

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained:

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

### **PS.2 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

#### **PS.2.1 Existing Services**

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

## **PS.2.2 Proving Underground Services**

This clause must be read in conjunction with Clause DB.5.1.2, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Employer's Agent carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work covered by Clause DA.8.3.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Employer's Agent who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly. The cost of this additional searching shall be to the Council's cost and shall be paid for under DB.8.19 - Proving Existing Services.

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure as laid down in this clause has not been followed then all costs in connection with the repair of the service will be to the Contractor's account.

When electrical cables are not in the positions shown on drawings of eThekweni Electricity and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official of the Works Branch on Telephone No. 311-1111 during office hours, or by contacting Control on Telephone No. 305-7171 after hours.

It should be noted that 33,000 Volt and 132,000 Volt cables may only be exposed by the eThekweni Electricity's personnel. The cables are usually protected by concrete covering slabs, and therefore if the slabs are inadvertently exposed, excavation work must stop, and the eThekweni Electricity shall be contacted immediately on the above telephone numbers.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed in the Conditions of Contract or under Clause 4.17 of SANS 1921-1.

## **PS.2.3 New Services and Relocation of Existing**

This clause shall be read in conjunction with Clause PS.1.

New services are either to be installed by the Contractor as part of the contract or by others during the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

Relocation of services shall generally be carried out by the relevant services organisation. Generally their work shall include the excavating and bedding the service which will include backfilling to a depth of approximately 300 mm above the service. The remainder of the backfilling shall be carried out by the Contractor.

Generally work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition no sidewalk, verge, median or island shall be surfaced or topsoiled until all work on the services has been completed.

Services affected by the contract are described as follows:

- PS.3: Watermains;
- PS.4: Sewers;
- PS.5: Stormwater;
- PS.6: Electrical Cables / Lighting;
- PS.7: Telkom / Neotel;
- PS.8: CCTV;

Further to the above, tenderers are referred to the services drawing and are to note that several minor cables / pipes may be encountered during excavation works which may require to be relocated to some extent. It is anticipated that the two week period required under PS.2.2 will allow sufficient time for these relocations.

#### **PS.2.4 Accommodation of Services**

Further to Clauses PS.1 and PS.2 of this specification, tenderers are to note that allowance must be made under this item and / or the appropriate rates, for all costs incurred as a result of complying with these clauses. It shall also cover liaison with the services organisations and accommodation of their work gangs / contractors on site.

### **PS.3 WATERMAINS**

#### **PS.3.1 General**

Tenderer's attention is drawn to the following points regarding the watermains to be installed as part of this contract.

#### **PS.3.2 Water Main Valve Access**

Due to the dangerous situation occurring when water main valves are covered over, the Contractor shall maintain access to all water main valves at all times. During asphalt layer work, after each pass by the paving machine, the valves shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with

the Employer's Agent regarding the direction in which covers shall be placed.

### **PS.3.3      Restriction on Compactive Equipment**

The Contractor is to note that existing watermain traverse the site of the works and special care is to be taken in close proximity to these mains and connections. The existing mains and connections shall be proved on site by the Contractor prior to any construction work commencing in the vicinity of the watermain.

Under no circumstances will heavy road-making equipment, other heavy plant or vibratory compaction equipment be permitted to operate within 800 mm vertically or horizontally of the existing mains or connections. The permissible compaction plant within this restricted area shall be the equivalent of a "Bomag 90" under static compaction, or similar approved plant. When the roadworks are far enough advanced to provide a minimum of 900 mm cover to the existing mains, the above restriction will fall away.

The Contractor is to take cognisance of the above requirements when entering rates in the Bill of Quantities and in the programming of the works. No claim for additional payment based on the inability to use plant as a result of the requirements of this clause will be accepted. The Contractor will be held liable for any costs should the watermain or electrical cables be damaged during construction of the road.

## **PS.4          SEWERS**

Where sewer infrastructure is crossed, adequate protection shall be provided.

### **PS.4.1      Blockage of Foul Water Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the foul water reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

## **PS.5          STORMWATER**

Where existing sewer infrastructure is crossed, adequate protection shall be provided.

### **PS.5.1      Blockage Stormwater Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the stormwater reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

## **PS.6          ELECTRICAL PLANT**

Details of all electrical installation are provided in Volume 4.

### **PS.6.1      General**

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekwini Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekwini Electricity throughout the contract.

#### **PS.6.2 Street Lighting**

The existing lighting will be removed in stages and replaced in the centre median / intersection corners. Relocation will take place during this contract and be executed by eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

#### **PS.6.3 MV / LV Cables**

Certain MV / LV cables are to be replaced within the contract area. The actual cable work associated with this relocation and / or replacement of these cables will be carried out by eThekwini Electricity and it is stressed that the two week period referred to in Clause PS.2 is the minimum period required to enable eThekwini Electricity to be on site timeously.

#### **PS.6.4 Relocation of Existing Services**

Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

#### **PS.7 TELKOM S.A. LIMITED / NEOTEL PLANT**

Where existing communications infrastructure is crossed, adequate protection shall be provided.

#### **PS.8 CCTV PLANT**

Where existing communications infrastructure is crossed, adequate protection shall be provided.

#### **PS.9 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following:

##### **PS.9.1 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.

##### **PS.9.2 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.

### **PS.9.3 Environmental Management Plan**

In addition to the above, all requirements according to the Environmental Management Plan as detailed in **Volume 8**, will be adhered to.

## **PS.10 OCCUPATIONAL HEALTH AND SAFETY**

### **PS.10.1 General Statement**

When considering the safety on site the Contractor's attention is drawn to the following:

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.

### **PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**

#### **PS.10.2.1 Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in Volume 8.

#### **PS.10.2.2 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 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 T2.2: Contractor's Health and Safety Plan.

The detailed safety plan will take into consideration the site specific risks identified by the Contractor 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.

### **PS.10.3 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.

### **PS.11 Site 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 local labour and subcontractors, and all site plant and construction equipment required for the works.

Site 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.

Payment for this item shall be made under Preliminary items within the Bill of Quantities.

### **PS.12 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 following KPIs will be applicable to this contract:

- (a) Monthly reporting on CPG participation and evidence of payments made
- (b) Management of Construction Programme to remain within the approved completion period
- (c) Monthly Progress Report
- (d) Financial Standing as set out in F.2.1.5
- (e) Staff/Organisational Structure and specifically the key staff proposed during tender stage under Sub Clause T1.2.3.5 (Functionality Specification) will monitored.

*Note: the staff submitted at tender stage should be committed to the project for the entire duration thereof, and all replacement/substituted staff must first be approved by the employer.*

### **C3.3: STANDARD SPECIFICATIONS**

The Standard Specifications are included in Volume 3 of 9 of the Tender Document Volumes.



**C3.4: PARTICULAR SPECIFICATIONS**

The Particular Specifications are included in the applicable discipline specific Tender Document Volumes 4 to 9.

**C3.5: CONTRACT AND STANDARD DRAWINGS****C3.5.1 CONTRACT DRAWINGS / DETAILS**

The Contract Drawings are included in Volume 9 of 9 of the Tender Document Volumes.

**C3.5.2 STANDARD DRAWINGS**

The Standard Drawings are included in Volume 9 of 9 of the Tender Document Volumes.

**C3.6: ANNEXURES**

Discipline specific Annexures are included in the applicable Volumes (4 to 9) of the Tender Document.

Volume 8 contains additional non discipline specific Annexures.

## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

The SWWTWs is located approximately 14 km south of Durban, 1 km inland from the coastline. The Figure below is a map to indicate the location of the site.



**Figure 1: Site Locality**

The medium voltage electrical scope stretches across the entire SWWTWs site in order to service the various plant on the site. The low-level pump station is indicated on the aerial view of the site in **Figure 2** overleaf.

#### Site Coordinates

Site Access: 29°57'9.10"S 30°58'35.54"E

Pump Station: 29°57'51.51"S 30°58'23.89"E





**Figure 2: Site Layout**

#### **C4.2 CONDITIONS ON SITE**

Works included in this Contract will be executed across the existing Southern Wastewater Treatment Facility. Existing services above and below ground surface should be taken into consideration when transporting abnormal loads. Before any excavation works is undertaken, the Site services drawings should be consulted to gain an understanding of the possible services in the vicinity of the excavation area.

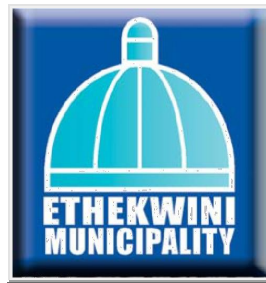
There is no specific geotechnical information.

### C4.3 TEST RESULTS

The effluent to be pumped by the pump station has been tested. The test results are summarised in the table below:

Constituent	Average	Max	Min
Ammonia (free)	10.90	26.11	0.11
Arsenic	12.23	89.70	2.09
Cadmium	4.93	170.00	1.00
Chrome	31.33	160.00	5.00
COD	4,359.30	7,720.00	790.00
Conductivity	313.59	1,089.00	83.40
Copper	156.05	970.00	50.00
Cyanide	1.00	1.00	1.00
Lead	13.14	80.00	4.00
Mercury	0.75	4.34	0.50
Nickel	21.80	180.00	10.00
Ortho phosphate	7.56	45.00	1.79
pH	5.36	6.24	4.54
Phenols	3,541.87	8,861.00	10.00
Sulphide	0.51	1.30	0
Suspended solids	640.33	4,372.00	0
TPH C6-C40	965.82	4,851.00	680.00
TPH DRO C10-C28	865.91	4,634.00	680.00
TPH GRO C6-C10	158.23	1,724.00	80.00
TPH ORO C28-C40	680.00	680.00	680.00
Vegetable oils	61.42	166.00	23.00
Zinc	611.63	4,140.00	30.00

# **SAMPLE TEMPLATES FOR RETURNABLES FILE**



**TENDER NUMBER: 30661-5W**

**CONSTRUCTION OF THE SOUTHERN WASTEWATER  
TREATMENT WORKS MULTIDISCIPLINARY UPGRADES**

**FILE NO: OF**

**RETURNABLE DOCUMENTS**

**PREPARED FOR**

**PREPARED BY**



**T2.1.2 Returnable Schedules, Forms and Certificates**

<b><u>Entity Specific</u></b>	<b><u>Section in file</u></b>
T2.2.1 Compulsory Enterprise Questionnaire	1 or A
T2.2.2 Certificate of Attendance at Clarification Meeting	2 or B
T2.2.3 Tax Compliance Status PIN	Etc.
T2.2.4 Contractor's Health and Safety Declaration	Etc.
T2.2.5 MBD 4: Declaration of Interest	
T2.2.6 MBD 5: Declaration for Procurement Above R10 Million	
T2.2.7 MBD 6.1: Preference Points Claim Form ITO the Preferential	
T2.2.8 MBD 8: Declaration of Bidder's Past SCM Practices	
T2.2.9 MBD 9: Certificate of Independent Bid Determination	
T2.2.10 Joint Venture Agreements (if applicable)	
T2.2.11 Record of Addenda to Tender Documents (if applicable)	

**Eligibility**

T2.2.12	Eligibility: Declaration of Municipal Fees
T2.2.13	Eligibility: Registration with Compensation Commissioner
T2.2.14	Eligibility: CSD Registration Report
T2.2.15	Eligibility: Verification of CIDB Registration and Status
T2.2.16	Eligibility: Tenderer's Experience
T2.2.17	Eligibility: Tenderer's Key Personnel Experience
T2.2.18	Eligibility: Tenderer's Financial Standing
T2.2.19	Tenderer's Bank Rating
T2.2.20	Eligibility: Mechanical SLA Agreement declaration for maintenance of Main Duty Pumps and Motors
T2.2.21	Eligibility: Electrical SLA Agreement declaration for maintenance of MV switchgear and VSD's
T2.2.22	Eligibility: Schedule of Proposed Subcontractors
T2.2.23	Eligibility: Contractor's Health and Safety Plan
T2.2.24	Eligibility: Contractor's Undertaking to Comply with Employer's (EWS) Training Needs/Plan

**Supplementary Returnable Documents**

T2.2.25	Eligibility: Tenderer's Preliminary Programme
T2.2.26	Eligibility: Tenderer's Construction Approach, Methodology, and

## **RETURNABLE NO. 1**

**REFERENCE IN BID DOCUMENT: T.2.1.3**  
**DESCRIPTION: COMPANY EXPERIENCE**

## **RETURNABLE NO. 2**

**REFERENCE IN BID DOCUMENT: T.2.1.3**  
**DESCRIPTION: KEY STAFF EXPERIENCE**