



# KING CETSHWAYO DISTRICT MUNICIPALITY TENDER DOCUMENT

**TENDER REFERENCE: KCDM-07-2023**

## **TENDER FOR THE APPOINTMENT OF PANEL OF CIVIL WORKS CONTRACTORS FOR MAINTENANCE SUPPORT IN WATER AND SANITATION WORKS FOR THE PERIOD ENDING 30 JUNE 2026 WITHIN KING CETSHWAYO DISTRICT MUNICIPALITY**

**TENDER CLOSING: TUESDAY, 20<sup>TH</sup> JUNE 2023 AT 12H00**

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be addressed to the Municipal Manager and submitted in a sealed envelope with the legal name and address of the Tenderer, the Tender No. and tender title as well as the closing date indicated on the envelope. The sealed envelope must be inserted into the Tender Box situated in the foyer of Prince Mangosuthu Buthelezi House, Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay before closing time. If the tender offer is too large to fit into the abovementioned Tender Box or the Box is full, please enquire at the reception counter as to where the SCM (Tender Office) is for alternative instructions. The onus remains with the Tenderer to ensure that the tender is placed in either the Tender Box or as alternatively instructed.

### **SERVICE PROVIDER'S DETAILS**

|                           |         |
|---------------------------|---------|
| Name of Service Provider: |         |
| CSD Supplier Number       |         |
| Contact Person:           |         |
| E-mail Address:           |         |
| Telephone Number:         | ( )Code |
| Fax Number:               | ( )Code |
| Physical Address:         |         |
| Postal Address:           |         |

### **NOTE:**

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Enquiries relating to this tender must be directed as indicated below:

| <b>Tender Queries:</b>                 | <b>Technical Queries:</b>            |
|----------------------------------------|--------------------------------------|
| <b>Contact Name:</b> Mr. Z. Mkhwanazi  | <b>Contact Name:</b> Mr. S. Mkhize   |
| <b>mkhwanaziz@kingcetshwayo.gov.za</b> | <b>mkhizesp@kingcetshwayo.gov.za</b> |
| <b>Telephone:</b> 035 – 799 2790       | <b>Telephone:</b> 035 – 799 2690     |

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**T1.1 Tender Notice and Invitation to Tender****KING CETSHWAYO DISTRICT MUNICIPALITY****TENDER REFERENCE: KCDM-07-2023**

**TENDER FOR THE APPOINTMENT OF PANEL OF CIVIL WORKS CONTRACTORS  
FOR MAINTENANCE SUPPORT IN WATER AND SANITATION WORKS FOR THE  
PERIOD ENDING 30 JUNE 2026 WITHIN KING CETSHWAYO DISTRICT  
MUNICIPALITY**

Interested parties must collect tender documents from the SCM Unit Prince Mangosuthu Buthelezi House, Suite No. 8, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay (035 799 2500) where you will be charged per page, or alternatively download the document from [www.kingcetshwayo.gov.za](http://www.kingcetshwayo.gov.za). Tenderers must also have a **CIDB grading of 3CE or Higher**. The tenderer that fails to meet the stipulated criteria will be regarded as non-responsive.

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations. National Treasury has introduced the Central Supplier Data Base (CSD), where all suppliers are required to register. For more information, please contact Mr. Z. Mkhwanazi on (035) 799 2790 or visit the CSD website at [www.csd.gov.za](http://www.csd.gov.za). Only tenderers who are registered with CSD can apply for this tender, and all Suppliers applying for this tender must register on the Municipal Data base.

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality's tender box in the foyer of Prince Mangosuthu Buthelezi House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before 12:00 on **TUESDAY, 20<sup>TH</sup> JUNE 2023**, when tenders will be opened and be published on notice board and KCDM website. Tenders received after the due date and time will not be considered

"King Cetshwayo District Municipality will strive to achieve the specific goals in line with PPPFA regulations 2022 and the RDP"

|           |                                                            |                       |
|-----------|------------------------------------------------------------|-----------------------|
|           |                                                            | <b>&lt;50 million</b> |
| <b>No</b> | <b>Categories</b>                                          | <b>80/20</b>          |
| 1         | An EME or QSE which is at least 100% owned by black people | <b>10</b>             |
| 2         | BBBEE level 1                                              | <b>10</b>             |
|           |                                                            |                       |
|           | Total                                                      | <b>20</b>             |
|           |                                                            |                       |

Prospective service providers are required to ensure full completion and correctness of information when responding to MBD and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender.

## Functional Evaluation Criteria:

| #        | Criteria Description                                                    |                                                                                                                                                                           | Weight     |
|----------|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>1</b> | <b>Service providers must comply with the following pre-requisites:</b> |                                                                                                                                                                           |            |
|          | a.                                                                      | Plant and Equipment                                                                                                                                                       | 10         |
|          | b.                                                                      | Tenderer's experience in similar projects                                                                                                                                 | 20         |
|          | c.                                                                      | Qualifications and Key Personnel                                                                                                                                          | 30         |
|          | d.                                                                      | Quality Control Procedures                                                                                                                                                | 10         |
|          | e.                                                                      | Technical Approach and Methodology: Proposed methodology to the assignment, the level of details in the proposal, resource capabilities, innovative approaches and ideas. | 30         |
|          | f.                                                                      | Geographical location of tender                                                                                                                                           | 10         |
|          | <b>TOTAL</b>                                                            |                                                                                                                                                                           | <b>110</b> |

**Only bidders who complies administratively and achieve the minimum qualification score of functionality, which is 70% will be considered.**

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a non-responsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The employer shall not take any responsibility for non-receipt of communications from a tenderer.

**All tender enquiries which are non-technical must be directed to Zamo Mkhwanazi at Tel. 035-799 2790, Technical queries must be directed to Mr. S . Mkhize at Tel. 035-753 Tel. 035 799 2690.**

**Tenderers who do not hear from the King Cetshwayo Municipality within 90 days of the closing date of the tender should consider their tender unsuccessful. Please note that no tender will be accepted by fax or e-mail.**

Mr. P.P. Sibiya  
Municipal Manager  
King Cetshwayo District Municipality  
Private Bag X1025  
RICHARDS BAY  
3900

Table 1 Area of operation

|   | Local Municipality | Urban Area |             | Network Size                                                                                                                                                                                                                                                | Tick (the preferred Area) |
|---|--------------------|------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1 | Mfolozi            |            | KwaMbonambi | <ul style="list-style-type: none"> <li>• 1 x Sewer Pump Stations</li> <li>• 14 x Water Pump Stations</li> <li>• 1 x Package Plant</li> <li>• 12 x Borehole schemes</li> </ul>                                                                               |                           |
| 2 | Umlalazi           | 2.1        | Eshowe      | <ul style="list-style-type: none"> <li>• 10 x Sewer Pump Stations</li> <li>• 6 x Waste Water Treatment Stations</li> <li>• 27 x Water Pump Stations</li> <li>• 8 x Water Treatment Plants</li> <li>• 32 x Borehole schemes</li> </ul>                       |                           |
|   |                    | 2.2        | Gingindlovu |                                                                                                                                                                                                                                                             |                           |
|   |                    | 2.3        | Mtunzini    |                                                                                                                                                                                                                                                             |                           |
| 3 | Mthonjaneni        |            | Melmoth     | <ul style="list-style-type: none"> <li>• 2 x Waste Water Treatment Stations</li> <li>• 3 x Water Pump Stations</li> <li>• 2 x Water Treatment Plants</li> <li>• 15 x Borehole schemes</li> </ul>                                                            |                           |
| 4 | Nkandla            |            | Nkandla     | <ul style="list-style-type: none"> <li>• 3 x Sewer Pump Stations</li> <li>• 3 x Waste Water Treatment Stations</li> <li>• 24x Water Pump Stations</li> <li>• 10 x Water Treatment Plants</li> <li>• 40 x Boreholes and Protected Springs schemes</li> </ul> |                           |

Please indicate by ticking the preferred area or local municipality/municipalities where your company would like to operate within King Cetshwayo District Municipality.

**T1.2 Tender Data**

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration are, for the convenience of Tenderers attached as an Annex to this Tender Data.

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

**Clause****Number Tender Data**

F.1.1 The employer is the King Cetshwayo District Municipality

F.1.2 The Tender documents issued by the employer comprise:

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

**Part 1: Agreements and contract data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Conditions of Contract

C1.4 Contractual Documentation

**Part 2: Scope of work**

C2.1 Scope of Work

**Part 3: Annexures**

Pricing data is not for evaluation purpose but failure to complete may lead to tender disqualification,

F.1.4 The Employer's agent, for the purposes of any communication between the employer and tenderer, is:

| Queries                 | Tender queries                                                                       |              | Technical Queries                                                                    |              |
|-------------------------|--------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------|--------------|
| <b>Name:</b>            | Mr. Z Mkhwanazi                                                                      |              | Mr S. Mkhize                                                                         |              |
| <b>Postal Address:</b>  | Private Bag X1025 Richards Bay<br>3900                                               |              | Private Bag X1025 Richards Bay<br>3900                                               |              |
| <b>Physical Address</b> | King Cetshwayo House, Corner<br>Kruger Rand & Barbados Bay Road,<br>Richards Bay CBD |              | King Cetshwayo House, Corner<br>Kruger Rand & Barbados Bay Road,<br>Richards Bay CBD |              |
| <b>Tel /Fax No.:</b>    | 035 799 2790                                                                         | 086 514 9772 | 035 799 2690                                                                         | 082 908 7265 |
| <b>E-mail:</b>          | <a href="mailto:mkhwanaziz@kingcetshwayo.co.za">mkhwanaziz@kingcetshwayo.co.za</a>   |              | <a href="mailto:mkhizesp@kingcetshwayo.gov.za">mkhizesp@kingcetshwayo.gov.za</a>     |              |

- F.2.1 Only those Tenderers who are registered with the CIDB, between **Three Civil Engineering (3CE) or higher** class of construction work and are registered with the CIDB as having a record of accomplishment, are eligible to submit Tenders.

*Add the following to F.2.1.1*

- a) Only Tenderers that can furnish proof of extensive previous experience in projects of similar nature, value, complexity, construction methods and similar contract period should submit bids.
- b) The Tenderer need to meet the minimum score for functionality being **70%**
- c) The Tenderer does comply with the legal requirements stated in the Employer's procurement policy;
- d) The Tenderer can demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- e) The Tenderer can 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.
- f) The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel

- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the Tendering entity. Addenda may be issued and Tenders will be accepted only from those Tendering entities appearing on the attendance list.

- F.2.12 If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Representative.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements so as to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

3

Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects to the Employer's standards and requirements.

- F.2.13.3 Each Tender offer communicated on paper shall be submitted as an original, plus 0 copies.

- F.2.13.5 The employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:



|                         |                  |                                                                                                                                                                                                          |
|-------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Location of Tender box: |                  | In the foyer of the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay                                                                     |
| Identification details  | Reference Number | Reference No. KCDM/07/2023                                                                                                                                                                               |
|                         | Title of Tender  | Tender for the appointment of civil works contractors for operations and maintenance support in water and sanitation works for a period ending June 2023 within the King Cetshwayo District Municipality |
|                         | Closing Date     | <b>Tuesday, 20<sup>th</sup> June 2023</b>                                                                                                                                                                |
|                         | Time             | 12h00                                                                                                                                                                                                    |
| Postal address:         |                  | Private Bag X1025, Richards Bay, 3900                                                                                                                                                                    |

- F.2.15 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.16 Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.
- F.2.17 The Tender offer validity period is 90 days
- F.2.18 The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.
- F.3.4 Tenders will be opened immediately after the closing time for Tenders.
- F.3.8 Test for responsiveness
- F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
  - has been properly and fully completed and signed, and
  - is responsive to the other requirements of the tender documents.
- F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.11 The procedure for the evaluation of responsive Tenders is as per Method 2.
- F.3.11.4 Scoring preference
- All tenderers will be evaluated on compliance and functionality.
- F3.11.9 Scoring Quality
- Substitute the word 'quality' wherever it appears with the word 'functionality'.*

The table below lists the scoring criteria and weighting for the score achieved against the relevant schedule:

| #   | DESCRIPTION OF FUNCTIONALITY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WEIGHT |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|     | <b>Plant and Equipment (Refer to page C33 &amp; C34) for list of major equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |
| 1.  | <p>Submission of the following comprehensive construction programme indicating all work flow items</p> <ul style="list-style-type: none"> <li>i. No information supplied (0)</li> <li>ii. Tenderer does not own any key major plant and cannot assure the use of hire plant and equipment during the Contract period (0)</li> <li>iii. Tenderer does not own key major equipment but can assure the use of hired plant and equipment during the Contract period (6)</li> <li>iv. Tenderer owns some key major equipment and can assure the use of hired plant for the balance during the Contract period (9)</li> <li>v. Tenderer owns all key major equipment (10)</li> </ul> <p><b>Returnable Schedule: RS008</b></p> | 10     |
| 2.  | <p><b>Tenderer's experience in similar projects (in nature and value) in last 5 years for amount greater than R3 million (Total contract value or order values over 12 months period).</b></p> <p><b>Contract to be based on civil maintenance scope i.e. pipeline network repairs, infrastructure repairs and refurbishment</b></p>                                                                                                                                                                                                                                                                                                                                                                                    |        |
|     | <ul style="list-style-type: none"> <li>i. No Projects (0)</li> <li>ii. One (1) project completed (5)</li> <li>iii. Two (2) projects completed (12)</li> <li>iv. Three (3) projects completed (18)</li> <li>v. Four (4) projects and above (20)</li> </ul> <p><b>Returnable Schedule: RS009</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                      | 20     |
| 3.  | <b>Qualifications and Key Personnel (CV must demonstrate required experience in water sector)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |
| 3.1 | <b>Civil Technician/Technologist/Engineer with a N. Dip as a minimum qualification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |
|     | <ul style="list-style-type: none"> <li>i. One or more persons with no qualification (0)</li> <li>ii. One or more persons with qualification plus 4 years' experience (4)</li> <li>iii. One or more persons with <math>\geq 5</math> years' experience after graduation (5)</li> </ul> <p>(A minimum of 4 years' experience in the water sector)</p>                                                                                                                                                                                                                                                                                                                                                                     | 5      |
| 3.2 | <b>Foreman with minimum Trade Test Certificate in plumbing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |
|     | <ul style="list-style-type: none"> <li>i. One or more persons with no relevant qualification (0)</li> <li>ii. One or more persons with relevant qualifications (2)</li> <li>iii. One or more persons with qualification <math>&gt;3</math> years' relevant experience (3)</li> <li>iv. One or more persons with qualification <math>&gt;6</math> years' relevant experience (4)</li> <li>v. One or more persons with qualification <math>&gt;10</math> years' relevant experience (5)</li> </ul> <p>(All required experience must be in water sector)</p>                                                                                                                                                               | 5      |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 3.3 | <b>Site Supervisor</b> with minimum Trade Test Certificate in plumbing                                                                                                                                                                                                                                                                                                                                                          |    |
|     | i. One or more persons with no relevant qualification (0)<br>ii. One or more persons with relevant qualifications (2)<br>iii. One or more persons with qualification >3 years' relevant experience (3)<br>iv. One or more persons with qualification >6 years' relevant experience (4)<br>v. One or more persons with qualification >10 Years relevant experience (5)<br>(All required experience must be in the water sector)  | 5  |
| 3.4 | <b>Technicians</b> with National Diploma in Civil Engineering                                                                                                                                                                                                                                                                                                                                                                   |    |
|     | i. One or more persons with no relevant qualification (0)<br>ii. One or more persons with relevant qualifications (2)<br>iii. One or more persons with qualification >3 years' relevant experience (3)<br>iv. One or more persons with qualification >6 years' relevant experience (4)<br>v. One or more persons with qualification >10 years' relevant experience (5)<br>(All required experience must be in water the sector) | 5  |
| 3.5 | <b>Safety Agents or OHS:</b>                                                                                                                                                                                                                                                                                                                                                                                                    |    |
|     | i. One or more persons with no relevant qualification (0)<br>ii. One or more persons with relevant qualifications (2)<br>iii. One or more persons with qualification >3 years' relevant experience (3)<br>iv. One or more persons with qualification >6 years' relevant experience (4)<br>v. One or more persons with qualification >10 years' relevant experience (5)<br>(All required experience must be in the water sector) | 5  |
| 3.6 | <b>Administrative Staff:</b>                                                                                                                                                                                                                                                                                                                                                                                                    |    |
|     | i. One or more persons with no relevant qualification (0)<br>ii. One or more persons with relevant qualifications (2)<br>iii. One or more persons with qualification >3 years relevant experience (3)<br>iv. One or more persons with qualification >6 years relevant experience (4)<br>v. One or more persons with qualification >10 Years relevant experience (5)<br><br><b>Returnable Schedule: RS010</b>                    | 5  |
| 4.  | <b>Quality Control Procedures</b>                                                                                                                                                                                                                                                                                                                                                                                               |    |
|     | i) No information supplied (0)<br>ii) Standard operating procedures (2)<br>iii) Monitoring and control (4)<br>iv) Management of non-conformance (6)<br>v) Management report (8)<br>vi) Affiliations and accreditations (ISO 9001,1400, SABS) (10)<br><br><b>Returnable Schedule: RS016</b>                                                                                                                                      | 10 |

|     |                                                                                                                                                                                                                                                                                                                                                                |            |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 5.  | <b>Technical Approach and Methodology:</b> Proposed methodology to the assignment, the level of details in the proposal, resource capabilities, innovative approaches and ideas.                                                                                                                                                                               |            |
| 5.1 | <b>O&amp;M Knowledge</b>                                                                                                                                                                                                                                                                                                                                       |            |
|     | i. No Methodology (0)<br>ii. Poor (1)<br>iii. Fair (3)<br>iv. Satisfactory (5)<br>v. Good (7)<br>vi. Excellent (9)                                                                                                                                                                                                                                             | 9          |
| 5.2 | <b>Risks</b>                                                                                                                                                                                                                                                                                                                                                   |            |
|     | i. Understanding of programme risks (1) and<br>ii. Relevance of mitigation options (2)                                                                                                                                                                                                                                                                         | 2          |
| 5.3 | <b>Organogram</b> for the proposed project team                                                                                                                                                                                                                                                                                                                |            |
|     | i. Provided all key staff (4) and<br>ii. layout of project structure responsibilities, skills levels and linked according to the job responsibilities in a summarised suitable format e.g. table (8)                                                                                                                                                           | 8          |
| 5.4 | <b>Work plan</b> with presentation of a typical work plan in terms of:                                                                                                                                                                                                                                                                                         |            |
|     | i. a project schedule –Relevance of identified tasks, deliverables, milestones and timeliness (5)<br>ii. understanding of stakeholders and appropriate stakeholder management plan (7)<br>iii. communication plan (9)<br>iv. skills transfer plan (labour intensive design and construction and SMME development (11)<br><br><b>Returnable Schedule: RS018</b> | 11         |
| 6   | <b>Geographical Location of tenderer</b>                                                                                                                                                                                                                                                                                                                       |            |
|     | <b>Locality of the Tenderer</b><br>a. <b>Outside KZN (3)</b><br>b. <b>Inside KZN (5)</b><br>c. <b>Inside the King Cetshwayo District Municipality (10)</b>                                                                                                                                                                                                     | 10         |
|     | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                   | <b>110</b> |

F.3.13.1 The tenderer needs to score a minimum of 70% to be considered responsive.  
Tender offers will be accepted if:

- The Tenderer complies with the legal requirements stated in the Tender Data and Returnable Schedule.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The Tenderer has not:

- i) abused the Employer's Supply Chain Management System; or
- ii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the Tender process.

F.3.17 The number of paper copies of the signed contract to be provided by the employer is one.

F.3.18 Tenderers who submit the fraudulent documentation will be automatically disqualified from the bidding process and will also be black listed by the King Cetshwayo District Municipality and will be included into the National Treasury Fraud Database.

**NB:**

- ♣ **All forms must be completed, failure to do this may invalidate your bid.**
- ♣ **If any of the forms, or portion of any form, is not relevant, please indicate it on the form by marking it N/A.**
- ♣ **All certified documents must not be certified by bidder's own employee/ director as this may invalidate your bid.**

**T1.2.1 CONDITIONS OF TENDER****A. GENERAL**

1. King Cetshwayo Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender.
2. The conditions of tender are based on Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience often there as an Annex to this Tender Data.
3. The Standard Conditions of Tender make several references to the Tender Data for details that specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
4. This contract will be governed by King Cetshwayo District Municipality "Conditions of TENDER" as outlined in this document only and not any condition supplied by the Tenderer.
5. The quantities called for in this tender are an estimated quantity and King Cetshwayo District Municipality reserves the right to take more or less than the quantity specified.
6. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the tender documents must be firmly bound and marked as "Additional" to the specific tender reference number.
7. All items offered on this tender must be new and of the latest design.
8. Only tenders on King Cetshwayo District Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. Failure to do so will invalidate such tender.
9. It must be clearly understood by the Tenderer, that no order/s for such commodities or services required by the King Cetshwayo District Municipality will be recognized by the Tenderer unless an King Cetshwayo District Municipality official order is issued and it is further understood that King Cetshwayo District Municipality will not accept responsibility for any payment to the Tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to King Cetshwayo District Municipality, Financial Department, Private Bag X1025, RICHARDS BAY, 3900.
10. Should it be considered necessary by the Tenderer, in the interest of design, quality or inspection for whatever reason that a King Cetshwayo District Municipality official should proceed to other centers for inspection purposes, such costs shall be for the account of the Tenderer.
11. Only tenders received by 12h00 on the given closing date will be considered. No late tender by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
12. No telegraphic, e-mail or faxed tenders will be accepted and all posted or tenders sent by couriers, must be clearly marked with the postal address.
13. No correction fluid/ tape should be used on this tender document. Any alterations on the document should be signed by the responsible person completing the document; failing to adhere to this will disqualify your tender.
14. ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.
15. SERVICE PROVIDER (SP) TAX STATUS WILL BE VERIFIED ON CSD.

**16. B. DEMONSTRATIONS AND INSPECTIONS**

17. All Tenderers must be prepared to demonstrate where required, free of charge and obligation, at the King Cetshwayo District Municipality or any other area within the boundary of the King Cetshwayo District Municipality, any items offered in this tender.
18. Where officials are required to attend demonstrations or inspections outside the District Municipality boundary of Richards Bay, all costs to attend such demonstration must be borne by the Tenderer.

**C. DELIVERIES, COMPLETION AND PENALTIES**

19. Delivery date to be negotiated on placing the order.
20. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
21. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the tenderer will be held responsible for all costs involved.

**D. PAYMENTS**

22. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
23. Tenders must clearly state all settlement and trade discounts.
24. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the Municipal Manager or delegated official of the King Cetshwayo District Municipality.
25. The tenderer hereby indemnifies King Cetshwayo District Municipality from any claims whatsoever, which may arise as a result of loss of income suffered by the Tenderer for any reason directly or indirectly during the course of this tender unless such loss has arisen as a result of negligence on the part of King Cetshwayo District Municipality

## Annex F: Standard Conditions of Tender

As published in **Annexure F** of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### F.1 General F.1.1 Actions

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

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

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
  - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;



- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

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

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

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

**F.1.6.2.2** All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13

##### **F.1.6.3 Proposal procedure using the two stage-system**

###### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender

data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

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

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

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

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of Tendering**

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

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

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

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

#### **F.2.4 Confidentiality and copyright of documents**

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

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

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

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

#### **F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

**F.2.13.5** Seal the original tender offer. The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

**F.2.13.6** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.7** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings****F.3.1 Respond to requests from the Tenderer**

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate functionality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention

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

### F.3.6 Non-disclosure

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

### F.3.7 Grounds for rejection and disqualification

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

### F.3.8 Test for responsiveness

#### F.3.8 Test for responsiveness

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

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

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

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

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

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

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

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

### F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

#### F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and

BBBEE.

#### F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

#### The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

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

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

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and  $P_{min}$  = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30000, if and when appropriate;
- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:
- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R50 million**

- (5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration; *P<sub>t</sub>* = Comparative price of tender or offer under consideration; and *P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- (5) (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:



- (5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5) (b).
- (5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

### F.3.11.6 Decimal places

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

### F.3.11.7 Scoring Price

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

$$NFO = W1 \times A$$

Where:  $NFO$  is the number of tender evaluation points awarded for price.

$W1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.  $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

### F.3.11.8 Scoring preferences

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

Where:  $SO$  is the score for quality allocated to the submission under consideration;  $MS$  is the maximum possible score for quality in respect of a submission; and  
 $W2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

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

**F.3.14.2**

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

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

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

**F.3.16 Notice to unsuccessful Tenderers**

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

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

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

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

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

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

**F3.19** Transparency in the procurement process.

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- ① Procurement planning process
- ① Procurement method and evaluation process
- ① Contract type
- ① Contract status
- ① Number of firms tendering
- ① Cost estimate
- ① Contract title
- ① Contract firm(s)
- ① Contract price
- ① Contract scope of work
- ① Contract start date and duration
- ① Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F3.19.8 Records of such disclosed information must be retained for audit purposes.

## **T2.1 List of Returnable Documents**

The Tenderer must complete the following returnable documents:

### **1 Returnable Schedules**

- RS001 : Record of Addenda to Tender Documents
- RS002 : Compulsory Enterprise Questionnaire
- RS003 : Contractor Registration with the Construction Industry Development Board
- RS004 : An original/certified copy of a valid Letter of Good Standing
- RS005 : Municipal Account Statement
- RS006 : Preferential Procurement – Optional MBD6.1
- RS007 : Authority for Signatory
- RS008 : Scheduling of plant and equipment
- RS009 : Tenderer's Experience
- RS010 : Key Personnel
- RS011 : Declaration of Tenderers Past Supply Chain Management Practices
- RS012 : Declaration of Interest
- RS013 : Certificate of Independent Bid Determination
- RS014 : Preliminary Programme
- RS015 : Declaration of Competency on Health and Safety
- RS016 : Quality insurance management
- RS017 : Form of Acceptance and Declaration
- RS018 : Technical Approach and Methodology

**Record of Addenda to Tender documents****RS001**

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

|    | Date | Title or Details |
|----|------|------------------|
| 1. |      |                  |
| 2. |      |                  |
| 3. |      |                  |
| 4. |      |                  |
| 5. |      |                  |
| 6. |      |                  |
| 7. |      |                  |
| 8. |      |                  |

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

**Compulsory Enterprise Questionnaire****RS002**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Failure to do so may lead to your Tender being disqualified.**

**Section 1: Name of enterprise:**

|  |
|--|
|  |
|--|

**Section 2: VAT registration number, if any:**

|  |
|--|
|  |
|--|

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

|  |
|--|
|  |
|--|

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

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

|                             |  |
|-----------------------------|--|
| Company registration number |  |
| Close corporation number    |  |
| Tax reference number        |  |

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

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

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

If any of the above boxes are marked, disclose the following:

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

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a 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 been in the service of any of the following:

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

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

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Tenderer

Position \_\_\_\_\_



**Contractor Registration with Construction Industry Development Board****RS003**

The CIDB registration details are as follows:

Name of entity registered with CIDB: \_\_\_\_\_

Registration CRS number: \_\_\_\_\_

Registration category and class: \_\_\_\_\_

**Failure to do so may lead to your Tender being disqualified.**

**Workmen's Compensation Letter of Good Standing****RS004****PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE WORKMEN'S COMPENSATION COMMISSIONER LETTER OF GOOD STANDING MUST BE ATTACHED.**

*Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.*

Workmen's Compensation registration number: \_\_\_\_\_

Workmen's Compensation certificate number: \_\_\_\_\_

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.**

|                                    |              |
|------------------------------------|--------------|
| <b>Municipal Account Statement</b> | <b>RS005</b> |
|------------------------------------|--------------|

PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED

IN THE CASE WHERE:

**A. TENDERER IS PROPERTY OWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM IT PREMISES**

**A.1**

In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business municipal account ( not older than 3 months) indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

☐

OR

**A.2**

In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oaths, confirming that the tenderer is residing in the area where no municipal accounts are billed. If the property rates, electricity, water, refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.

☐

**NB:** Should there be separate tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR

**B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

☐

**B.1**

In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

☐

**B.2**

In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach the letter from the landlord certifying the above together with original or certified copies of all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

☐

**B.3**

In the case where the tenderer operates in the property owned by relative and does not pay rent or rates, an affidavit from the relative confirming such must be attached. Also the up to date original or certified copy municipal rates statement of the relative must be attached or letter from the councilor in case of the Traditional Authority

☐

**B. 4**

In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property). The incubator is to provide their original or certified copy of rates account or letter from the landlord.

☐

**Failure to do so may lead to your tender being disqualified.**

Please select the relevant option by ticking below

## Preferential Procurement-Optional

RS006

## MBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     | POINTS     |
|--------------------------------------------------|------------|------------|
| <b>PRICE</b>                                     | 80         | 90         |
| <b>SPECIFIC GOALS</b>                            | 20         | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> | <b>100</b> |

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

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

**2. DEFINITIONS**

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated

points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Ownership: BBBEE Level 1                                    |                                                                                      | <b>10</b>                                                                            |                                                                              |                                                                              |
| An EME or QSE with at least owned 100% by black people.     |                                                                                      | <b>4</b>                                                                             |                                                                              |                                                                              |
| Total                                                       |                                                                                      | <b>10</b>                                                                            |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
|                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

|                          |                                    |
|--------------------------|------------------------------------|
|                          | .....                              |
|                          | <b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                              |
| <b>DATE:</b>             | .....                              |
| <b>ADDRESS:</b>          | .....                              |
|                          | .....                              |
|                          | .....                              |
|                          | .....                              |

Please attach, to this page, an original or certified copy of the valid B-BBEE status level verification certificate, issued by either:

- A Verification Agency that was accredited by the South African National Accreditation System (SANAS).
- Sworn Affidavit downloaded from DTI website in case of EME or QSE.

**Failure to do so may lead to your tender being disqualified.**

**Certificate of authority for signatory****RS007**

This Returnable Schedule is to be completed by companies and close corporations.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category. **Failure to do so may lead to your Tender being disqualified.**

|              |                    |                        |
|--------------|--------------------|------------------------|
| A<br>Company | B<br>Joint Venture | C<br>Close Corporation |
|              |                    |                        |

**A. Certificate for company**

I, ....., managing director of the board of directors of .....  
 ....., hereby confirm that by resolution of the board  
 taken on ..... 20..., Mr/Ms ....., has been duly authorized to sign all documents  
 in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:-

1.....  
 Managing director

2.....  
 Date

**B. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms .....  
 ....., authorized signatory of the company .....  
 ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer  
 and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME & CAPACITY |
|--------------|---------|-------------------------------------------|
| Lead partner |         |                                           |
|              |         |                                           |
|              |         |                                           |

**C. Certificate for close corporation**

We, the undersigned, being the key members in the business trading as .....  
 .....hereby authorize Mr/Ms .....  
 ..., to sign all documents in connection with the tender and any contract resulting from it on our behalf.



| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**Schedule of Plant and Equipment****RS008**

Tenderers are to furnish with their tenders a complete list of the major items of plant and equipment which they propose to use in the work. After his tender has been accepted, the Contractor must satisfy the Project Manager at all times that such plant and equipment or its equivalent is available for use.

| TYPE OF PLANT<br>CATEGORY1 –PLANT | MAKE &DESCRIPTION | NUMBER |       |
|-----------------------------------|-------------------|--------|-------|
|                                   |                   | Owned  | Hired |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
| CATEGORY2 – EQUIPMENT             |                   | Owned  | Hired |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |
|                                   |                   |        |       |

**Failure to complete this form properly and correctly, may lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal which will prejudice its tender.**

**Tenderer's Experience****RS009****RS009.1 LIST OF PROJECTS OF SIMILAR NATURE WITH VALUE GREATER THAN R3 MILLION OVER THE PAST 5 YEARS (Total contract value or order values over 12 months period).**

1. Tenderers must take care to provide accurate information in this return. Incorrect contact details of references listed will have a negative impact on scoring.
2. Table RS009.1.1 is a statement of similar work successfully executed by the Tenderer. If the space provided is insufficient, add more projects on a separate sheet by photocopying this template.
3. The Tenderer must indicate the numerical list number out of a given total number of lists submitted on the right top corner of each list.
4. The Tenderer should also indicate duration of each project in weeks as this will be used to calculate the number of years of relevant experience.

Table RS009.1.1: Contract value – each contract greater than R3 Million over 12 months' period (List 1 of .... Lists)

| Employer:                                                        | Contact person<br>(Employer's Agent) | Description of contract<br>(name of project) | Project Value<br>(incl. VAT) | Completion<br>Date | Duration<br>(weeks) |
|------------------------------------------------------------------|--------------------------------------|----------------------------------------------|------------------------------|--------------------|---------------------|
| 1. Employer's name:                                              | Consultant's name:                   |                                              |                              |                    |                     |
| Contact:                                                         | Contact:                             |                                              |                              |                    |                     |
| Tel:                                                             | Tel:                                 |                                              |                              |                    |                     |
| Cell:                                                            | Cell:                                |                                              |                              |                    |                     |
| Fax:                                                             | Fax:                                 |                                              |                              |                    |                     |
| 2. Employer's name:                                              | Consultant's name:                   |                                              |                              |                    |                     |
| Contact:                                                         | Contact:                             |                                              |                              |                    |                     |
| Tel:                                                             | Tel:                                 |                                              |                              |                    |                     |
| Cell:                                                            | Cell:                                |                                              |                              |                    |                     |
| Fax:                                                             | Fax:                                 |                                              |                              |                    |                     |
| 3. Employer's name:                                              | Consultant's name:                   |                                              |                              |                    |                     |
| Contact:                                                         | Contact:                             |                                              |                              |                    |                     |
| Tel:                                                             | Tel:                                 |                                              |                              |                    |                     |
| Cell:                                                            | Cell:                                |                                              |                              |                    |                     |
| Fax:                                                             | Fax:                                 |                                              |                              |                    |                     |
| 4. Employer's name:                                              | Consultant's name:                   |                                              |                              |                    |                     |
| Contact:                                                         | Contact:                             |                                              |                              |                    |                     |
| Tel:                                                             | Tel:                                 |                                              |                              |                    |                     |
| Cell:                                                            | Cell:                                |                                              |                              |                    |                     |
| Fax:                                                             | Fax:                                 |                                              |                              |                    |                     |
| 5. Employer's name:                                              | Consultant's name:                   |                                              |                              |                    |                     |
| Contact:                                                         | Contact:                             |                                              |                              |                    |                     |
| Tel:                                                             | Tel:                                 |                                              |                              |                    |                     |
| Cell:                                                            | Cell:                                |                                              |                              |                    |                     |
| Fax:                                                             | Fax:                                 |                                              |                              |                    |                     |
| <b>Total duration in number of weeks (for official use only)</b> |                                      |                                              |                              |                    |                     |

**KEY PERSONNEL****RS010****RS010.1 LIST OF KEY PERSONNEL ASSIGNED TO THE CONTRACT**

1. Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
2. Curriculum Vitae of all proposed staff need to be attached.

**Table RS010.1.1:** *List of personnel to be assigned to this project*

| Name                                                                    | ID No. | Current Position | No. of Years Employed | Qualifications / Experience |
|-------------------------------------------------------------------------|--------|------------------|-----------------------|-----------------------------|
| <b>CATEGORY 1 – PROFESSIONAL CIVIL TECHNICIAN/TECHNOLOGIST/ENGINEER</b> |        |                  |                       |                             |
| 1.                                                                      |        |                  |                       |                             |
| 2.                                                                      |        |                  |                       |                             |
| 3.                                                                      |        |                  |                       |                             |
| 4.                                                                      |        |                  |                       |                             |
| <b>CATEGORY 2 – FOREMAN</b>                                             |        |                  |                       |                             |
| 5.                                                                      |        |                  |                       |                             |
| 6.                                                                      |        |                  |                       |                             |
| 7.                                                                      |        |                  |                       |                             |
| <b>CATEGORY 3 – SITE SUPERVISOR</b>                                     |        |                  |                       |                             |
| 8.                                                                      |        |                  |                       |                             |
| 9.                                                                      |        |                  |                       |                             |
| 10.                                                                     |        |                  |                       |                             |
| <b>CATEGORY 4 – TECHNICIAN</b>                                          |        |                  |                       |                             |
| 11.                                                                     |        |                  |                       |                             |
| 12.                                                                     |        |                  |                       |                             |
| 13.                                                                     |        |                  |                       |                             |
| 14.                                                                     |        |                  |                       |                             |
| <b>CATEGORY 5 –SAFETY AGENT OR OHS</b>                                  |        |                  |                       |                             |
| 15.                                                                     |        |                  |                       |                             |
| 16.                                                                     |        |                  |                       |                             |
| 17.                                                                     |        |                  |                       |                             |
| <b>CATEGORY 6 –ADMINISTRATIVE STAFF</b>                                 |        |                  |                       |                             |
| 18.                                                                     |        |                  |                       |                             |
| 19.                                                                     |        |                  |                       |                             |
| 20.                                                                     |        |                  |                       |                             |

3. The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Tenderer, confirms that the contents of this schedule are within his / her personal knowledge and are to the best of his / her belief both true and correct.
4. **Attach a proposed organogram to this page.**

#### **RS010.2 CURRICULUM VITAE OF KEY PERSONNEL**

**CV's and certified qualifications and ID of each key personnel member must be submitted,**

- Contracts Manager / Site Agent
  - Foreman
  - Plumber
  - Health and Safety Staff
- 
- Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":
  - Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
  - Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

#### **CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT**

Curriculum Vitae of key management personnel to be attached to this page.

and

#### **QUALIFICATIONS OF KEY PERSONNEL ON MANAGING/SUPERVISING LABOUR INTENSIVE ACTIVITIES**

**Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.**

**Failure to do so may lead to no points allocated**

**Declaration of Tenderer's Past Supply Chain Management Practices****RS011**

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes                             | No                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).                                                                                                                               | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                |
| 4.2   | <b>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                |
| 4.3   | Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                              | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|       |                                                                                                                                                                                                                                                 |                                 |                                |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                     |                                 |                                |
| 4.4   | <b>Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                     |                                 |                                |
| 4.5   | Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars:                                                                                                                                                                                                                     |                                 |                                |

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....  
 Signature Date

.....  
 Position Name of Tenderer



**Declaration of Interest****RS012**

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.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars.....

<sup>1</sup> MSCM Regulations: “in the service of the state” means to be –

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

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

- 3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**
  - 3.9.1 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**

1.10.1 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**

3.11.1 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**

3.12.1 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**

3.13.1 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**

3.14.1 If yes, furnish particulars.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**.....  
**Date**.....  
**Capacity**.....  
**Name of Tenderer**

**Certificate of Independent Bid Determination****RS013**

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: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of the certificate;
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of and to sign the bid. On behalf of the bidder;
5. for the purposes of this certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without 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 with any competitor regarding:
  - (a) Prices
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
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. Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of Tenderer

**Preliminary Programme****RS014**

1. This programme will be evaluated as per guideline in Table RS016.1 and the final scoring will be done in the Functionality Criteria Tender data.
2. The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and pace of execution of the main work components. The programme should entail site clearance of **1500m<sup>2</sup>**, excavation of **0.3m x 1.2m x 1000m** trench, laying of **50mm dia hdpe** pipe over 1000m, backfilling and construction of one stand tap as per attached drawings over period of 5 days respectively.
3. The Tenderer should note that the Tender entails the planning and implementation over the duration specified under Contract data.

**Table RS014.1:** Preliminary Implementation

| ACTIVITY NO. | DESCRIPTION OF WORK | ENVISAGED DURATION | STARTING WEEK | FINISHING |
|--------------|---------------------|--------------------|---------------|-----------|
|              |                     |                    |               |           |
|              |                     |                    |               |           |
|              |                     |                    |               |           |
|              |                     |                    |               |           |
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|              |                     |                    |               |           |
|              |                     |                    |               |           |
|              |                     |                    |               |           |
|              |                     |                    |               |           |

**Note:** The programme must be based on the durations as specified in this document. No other duration that may be indicated on this programme will be regarded as an alternative offer, unless it is listed and supported by a detailed statement to that effect to be submitted with this programme. If schedule given above is not appropriate, attach your own Gantt chart.

4. Scoring of the programme will be as depicted in Table RS014.2;

Table RS014.2: Scoring Guide for Preliminary Programme

| SUITABILITY OF PROGRAMME TO IMPLEMENT THE PROJECT |                                                                                                                                                                                                                                                                                                                                                                                          | Points |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>No Submission</b>                              | No preliminary programme submitted                                                                                                                                                                                                                                                                                                                                                       | 0      |
| <b>Poor</b>                                       | Programme is inadequate and/or considered unrealistic and does not achieve required completion date                                                                                                                                                                                                                                                                                      | 1      |
| <b>Fair</b>                                       | Programme has most tasks detailed in correct sequential order with realistic periods per task                                                                                                                                                                                                                                                                                            | 3      |
| <b>Satisfactory</b>                               | Programme has basic tasks detailed in correct sequential order and is considered realistic and realistic and adequately as it shows the main components and compliance with contemplated duration                                                                                                                                                                                        | 5      |
| <b>Good</b>                                       | Programme has basic tasks detailed in correct sequential order, showing all critical path with realistic periods per task and hence the Programme is considered realistic since it includes the main components and sub-components and compliance with contemplated duration                                                                                                             | 7      |
| <b>Excellent</b>                                  | Programme has all basic tasks detailed in correct sequential order, showing all critical path and key milestones (e.g. tie-in to existing infrastructure) showing all activities in detail with realistic periods per tasks and hence Programme is considered realistic as it includes the main components and subcomponents and linkages and compliance with the contemplated duration. | 9      |

**ATTACH PRELIMINARY PROGRAMME HERE**

**Failure to do so may lead to disqualification**

**Declaration of Competency on Health and Safety Requirements****RS015**

Tenderer to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2014.

In order to demonstrate these competencies, the Tenderer is to provide with his tender (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

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

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent (as described in the OSH Act) persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vitae of these persons.

**DECLARATION BY TENDERER**

We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2014 and that an approved Health and Safety Plan will be submitted prior to commencing with this contract.

-----  
**SIGNATURE**-----  
**DATE**



**Quality Assurance and Environmental Management****RS016**

1. Quality assurance system employed by the Bidder in his office in order to ensure compliance with stated employer's requirements ISO9001:2008 Certification: Bidders who are certified as being compliant to the International Organisation for Standardisation's ISO9001:2008 quality management standard, will score higher in the functionality. Proof of certification or application with evidence of previously started process must be attached in order to qualify for functionality points. The extent of the use of this system must be attached in order to qualify for higher scores.
2. Bidders who are following a quality management standard as set out by CESA/SABTACO will be deemed to be adequate if they indicate the extent of the use of this system which must be attached in order to qualify for satisfactory score.
3. Proof of certification of the tendering entity and its sub-contractor(s) or JV partner(s) must be submitted with the tender.
4. Note: Where the entity Tendering is a joint venture, provide one of these parties is ISO9001: 2000 certified, and it has been indicated on the work plans submitted that the party will take responsibility for quality management.
5. Does the Tenderer have a quality management system which is certified in terms of ISO9001:2008

.....  
 YES NO.

|  |  |
|--|--|
|  |  |
|--|--|

6. If "yes", Tenderer to supply brief summary of structure of system

.....

.....

.....

.....

.....

.....

.....

7. If "no", does the Tenderer intend to apply for certification?

By when? ..... OR

8. If "no", does the Tenderer have its own systems? .....

|             |    |
|-------------|----|
| YES         | NO |
| Date: ..... |    |
| YES         | NO |

9. If "yes", please supply details of the system

.....

.....

.....

.....

11. Does the Tenderer have an Environmental Management system which is certified in Terms of ISO 14 000.....

|               |         |
|---------------|---------|
| .....YES..... | .....NO |
|---------------|---------|

12. Tenderer to supply brief summary of structure of system:

.....

.....

.....

.....

13. If “no”, does the Tenderer intend to apply for certification?

Bywhen?.....

OR

|           |    |
|-----------|----|
| YES       | NO |
| Date..... |    |

14. If “no”, does the Tenderer have its own system?

15. If “yes”, please supply details of the system

.....

.....

.....

.....

.....

.....

.....

.....

16. If the Tenderer does not intend to apply for certification it shall submit details of the quality/environmental management system presently in place.

17. [The Tenderer shall insert here a copy of the company's quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.]

Name:.....Signature:.....

.....Date:.....Position:.....

Tenderer:.....

**Form of Acceptance& Declaration****RS017**

The Municipal Manager  
King Cetshwayo District Municipality  
Private Bag X1025  
RICHARDS BAY  
3900

I/We.....  
..... **(To be completed) (Representative or Company name)**

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender "Part T" and the Contract "Part C", in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this Tender up to the order date.

I/We further undertake, in the event of the acceptance of this Tender, either wholly or in part, to enter into a formal contract, if required, and to provide a good and sufficient surety for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the Tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:  
  
King Cetshwayo District Municipality  
Private Bag X 1025  
RICHARDS BAY  
3900
- (c) the law of South Africa will govern the contract created by acceptance of our Tender and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our Tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said Tender and the acceptance thereof by the said Municipality.

**I/WE ALSO DECLARE THAT:**

- 1) the information provided is true and correct;
- 2) the signatory to the Tender document is duly authorized;
- 3) I/we are registered for Workmen's Compensation and the valid original (or valid certified copy) of the Workmen's Compensation Commissioner's Letter of Good Standing is attached. When applicable

the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

In the case where it is not possible for a tenderer to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

In the case where a business does not employ any employees an affidavit together with a letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

- 4) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) My municipal rates and taxes are paid up to date and the required proof is attached:

**A. TENDERER IS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM ITS PREMISES**

- A.1 In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

**NB:** Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

**OR**

**B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

- B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or
- B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy of the letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

---

**Failure to complete, sign and date this form may result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.**

**Technical approach and Methodology****RS018****ATTACH TECHNICAL APPROACH AND METHODOLOGY ON THIS PAGE.**

Tenderers are expected to demonstrate their competence and experience in **satisfying stated employer's objectives and managing project risks**. Tenderers should outline their broad understanding of the scope of work and their capabilities to undertake the work.

1. The method statement must therefore respond to the scope of work and outline the proposed technical approach/methodology as well as outline the preliminary works programme. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.
2. From the foregoing, the Tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies, which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include the quality plan, which outlines processes, procedures, and associated resources, applied whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.
3. The Tenderer must attach his/her approach to this page. The approach should not be longer than 8 pages. The scoring of the Technical Approach and Methodology is shown below;

| <b>Technical Approach and Methodology</b> |                                                                                                                                                                                                                                                                                                           | <b>Points</b> |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>No information</b>                     | No information provided                                                                                                                                                                                                                                                                                   | 0             |
| <b>Poor</b>                               | The technical approach/or methodology is poor/is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.                                                                  | 1             |
| <b>Fair</b>                               | The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic                                   | 3             |
| <b>Satisfactory</b>                       | The approach is tailored to address most of the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is specific in most instances.                                   | 5             |
| <b>Good</b>                               | The approach is specifically tailored to address the specific objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project. | 7             |
| <b>Excellent</b>                          | Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.         | 9             |

**Failure to do so may lead to disqualification**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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| C1.2 Contract Data                | C7          |
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| C1.4 Contractual Documentation    | C27         |

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**IMPORTANT NOTE ON C1.1:**

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

**A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified in the discretion of the Employer.**

## C1.1 FORM OF OFFER AND ACCEPTANCE

### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of

**TENDER NO. KCDM/07/2023: TENDER FOR THE APPOINTMENT OF PANEL CIVIL WORKS  
CONTRACTORS FOR MAINTENANCE SUPPORT IN WATER AND SANITATION WORKS FOR A PERIOD  
ENDING JUNE 2026 (CIVIL WORKS)**

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

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

This 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:

*(Insert name and address of organization)* .....

.....

Name & Signature of Witness .....

Date .....

Signature(s) .....

Name(s) .....

Capacity .....

| For official use                                            |    |    |
|-------------------------------------------------------------|----|----|
| INITIALS OF KCDM OFFICIALS AT THE<br>TENDER OPENING SESSION |    |    |
| 1.                                                          | 2. | 3. |



**Form B: ACCEPTANCE**

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:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 authorized 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the tenderer acknowledges the receipt of a formal letter awarding the contract; (b) 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 working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above 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, effective from the date of signature below by the Employer.

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

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

**Capacity:** (of Signatory) .....

**Name of Employer:** (organization) King Cetshwayo District Municipality

**Address:** Prince Mangosuthu House, Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay or

Postal Address: Private Bag X1025, Richards Bay, 3900. **Telephone number:** 035 7992500. **Fax number:**

**AS WITNESS**

**Signature:** ..... **Name:** (in capitals) .....

**Date:** .....

**Form C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by King Cetshwayo District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
.....
3. **Subject:** .....  
**Details:** .....  
.....
4. **Subject:** .....  
**Details:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **Subject:** .....  
**Details:** .....  
.....
7. **Subject:** .....  
**Details:** .....  
.....

By the duly authorized representatives signing this Schedule of Deviations, King Cetshwayo District Municipality 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 King Cetshwayo District Municipality 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:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)*.....

Witness:

Signature: .....

Name: .....

Date: .....

**FOR KING CETSHWAYO DISTRICT MUNICIPALITY**

Signature: .....

Name: .....

Capacity: .....

**Witness:**

Signature: .....

Name: .....

Date: .....

**Form D: CONFIRMATION OF RECEIPT**

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

**FOR THE CONTRACTOR:**

Signature: .....

Name: .....

Capacity: .....

**Signature and name of witness:**

Signature: .....

Name: .....

**C1.2 CONTRACT DATA**

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to the Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za)

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

**PART 1: DATA PROVIDED BY THE EMPLOYER**

| REF. CLAUSE NO.                             | DATA BY EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.13                                      | <b>The Defects Liability Period is:</b> 3 months (after work completion)<br>12 months for new works                                                                                                                                                                                                                                                                                                                             |
| 1.1.1.15                                    | <b>The name of the Employer is:</b> King Cetshwayo District Municipality                                                                                                                                                                                                                                                                                                                                                        |
| 1.1.1.26                                    | <b>The Pricing Strategy is:</b> Re-measurement                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.2.1.2                                     | <b>The address of Employer:</b>                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                             | <u>Physical:</u> <u>Postal:</u>                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                             | Prince Mangosuthu House,<br>Cnr Krugerrand & Barbados Bay<br>Streets, CBD, Private Bag X 1025                                                                                                                                                                                                                                                                                                                                   |
|                                             | RICHARDS BAY, 3900 RICHARDS BAY, 3900                                                                                                                                                                                                                                                                                                                                                                                           |
|                                             | Telephone No: (035) 799 2500 Fax No: (035) 799 1409                                                                                                                                                                                                                                                                                                                                                                             |
| 4.<br>Clauses<br>4.1.1 and<br>SCC<br>4.1.1: | <b>CONTRACTOR'S GENERAL OBLIGATIONS</b><br><br>The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Programme (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. |

| REF. CLAUSE NO. | DATA BY EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.3.1           | <b>The documentation required before commencement with Works execution are:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                 | <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Cash flow projection aligned to programme</li> <li>• Operational plan</li> <li>• Response management system</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.8.1           | <b>Non-working days are:</b> Sundays<br><b>The special non-working days are:</b> Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.13.1          | The <b>penalty</b> for failing to complete the Works will be the lesser of R2 000.00 or 0.05% of the offered total of prices excluding VAT per calendar day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5.16.3          | <b>The latent defect period is:</b> 10 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.5.1.2.3       | <b>The percentage allowances to cover overhead charges:</b> <ul style="list-style-type: none"> <li>• 10% of the gross remuneration of workmen and foremen actually engaged in the day-work; and</li> <li>• 7.5% on the net cost of materials actually used</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 6.10.1.5        | <b>The percentage advance on materials not yet built into the Permanent Works is:</b> 80% provided a session in favour of the Employer is provided from both the supplier and the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 6.10.3          | <b>The retention money:</b> The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.10.5          | The defects Liability Period is specified as being 3 Months for all repairs and 12 Months for all new works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.6.1           | <b>INSURANCE EFFECTED BY THE EMPLOYER</b><br><p>a) Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.</p> <p>CONTRACT WORKS AND SASRIA SPECIAL RISKS Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p>PUBLIC LIABILITY Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R3 000 000.00 in respect of all claims arising</p> |

| REF.<br>CLAUSE<br>NO. | DATA BY EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <p>from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>b) The Employer shall pay the premium in connection with the insurance affected by the Employer. A provisional sum is included in the Bill of Quantity and will have to be paid over to the Insurance Brokers by the awarded contractor.</p> <p>c) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.</p> <p>d) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Sankofa Insurance Brokers, Telephone (011) 025 6566 e-Mail <a href="mailto:nngwenya@sankofaib.co.za">nngwenya@sankofaib.co.za</a>.</p> <p>e) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-</p> <p>(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telex or telefax giving the circumstances nature and an estimate of the loss or damage or liability;</p> <p>(i) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay; and</p> <p>(iii) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.</p> <p>The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>f) The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>The Deductible (First Amount Payable) for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows: -</p> <p>1) Under the Contract Works Insurance shall be:-</p> |

| REF. CLAUSE NO.                                                              | DATA BY EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                              | <p>i) Elemental perils R 5 000.00</p> <p>ii) Theft, Malicious Damage R 5 000.00</p> <p>iii) Any other Cause R 5 000.00</p> <p>2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:-</p> <p>i) Underground Services R 5 000.00</p> <p>ii) Any Other Cause R 5 000.00</p> <p>3) Under any other insurance shall be as specified in such insurance policy.</p> <p>g) Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p> |
| 8.6.1.1.3                                                                    | R Nil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10.4                                                                         | <b>Dispute resolution by amicable settlement.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.5.3                                                                       | <b>The number of Adjudication Board Members to be appointed is: Nil</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F1.11<br>Refer to Requirements of the Expanded Public Works Programme (EPWP) | <p><b>Penalty applicable to any shortfall in the local labour content achieved</b></p> <p>The specified minimum percentage of local labour content is 100</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1.1.1.14                                                                     | <p><b>Time for achieving Practical Completion of the whole of the Works shall be determined and agreed on by both the Contractor and Employer on allocation of the works:</b></p> <p>_____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |



**PART 2 : DATA TO BE PROVIDED BY CONTRACTOR**

| REF.<br>CLAUSE No | DATA BY CONTRACTOR                                         |
|-------------------|------------------------------------------------------------|
|                   |                                                            |
| 1.1.1.9           | Name of Contractor:                                        |
|                   |                                                            |
| 1.2.1.2           | Address of Contractor:                                     |
|                   | <u>Physical</u> : ..... <u>Postal</u> : .....              |
|                   | .....                                                      |
|                   | .....                                                      |
|                   |                                                            |
|                   | <u>e-mail</u> :<br>.....                                   |
|                   | <u>Telephone</u> No: ..... <u>Fax</u><br><u>No</u> : ..... |
|                   |                                                            |
|                   |                                                            |
|                   |                                                            |

**C1.3 CONDITIONS OF CONTRACT**

The Conditions of Contract are the General Conditions of Contract for Construction Works, Third Edition, 2015.

The additional clauses to the General Conditions of Contract are:

**PREAMBLE**

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

**CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT****Add to Clause 9.1.5.1**

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**NATURAL VEGETATION (ADDITIONAL SUB CLAUSE)****Add new Clause 8.1.6**

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

Only those trees and shrubs directly affected by the works and such others as the Engineer/Employer 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".

**ENGAGEMENT OF EMPLOYEES****DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS****Add to Clause 10.1.3**

"Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer/Employer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer/Employer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer/Employer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of **Clause 10.1.1**".

**SCC 4.1.1 Extent of Contractor's obligations**

*Add the following new paragraphs to the end of Clause 4.1.1:*

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

**Add new Clause 4.11.2**

“The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers, local community members or leadership thereof and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer upon the Works, unless the Contractor obtains the written consent of the Employer or Employer’s Representative in respect of the employment of such person”.

**INSURANCES****Amend Clause 8.6**

**Clause 8.6** of the General Condition of Contract will be superseded by a principle controlled construction insurance which is provided by the King Cetshwayo District Municipality on all contracts.

Tenderers are to specifically note the detail of insurances affected by the employer as depicted under **Clause 8.6.1** as “insurance effected by the Contractor”.

**EXTENSION OF TIME DUE TO INCLEMENT WEATHER****Add the following to sub-Clause 5.12.2.2****(b) Abnormal climatic conditions.**

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of **Clause 5.12** of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

|      |   |                                                                                                                                                                                            |
|------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| $V$  | = | $(Nw - Nn) + \frac{(Rw - Rn)}{X}$                                                                                                                                                          |
| $V$  | = | Extension of time for calendar days of the calendar month concerned. If the value of $V$ is negative and the absolute value thereof is greater than $Nn$ , $V$ is taken as negative $Nn$ . |
| $Nw$ | = | Actual number of days during calendar month on which a rainfall of $Y$ mm or more is recorded.                                                                                             |
| $Nn$ | = | Average number of days in the calendar month concerned on which a rainfall of $Y$ mm or more is recorded in terms of existing rainfall data                                                |
| $Rw$ | = | Actual rainfall for the calendar month concerned in mm                                                                                                                                     |
| $Rn$ | = | Average rainfall for the calendar month in mm deduced from existing rainfall data.                                                                                                         |

For the purposes of the contract  $Nn$ ,  $Rn$ ,  $X$  and  $Y$  shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of  $Nn$  and  $Rn$ . If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor  $(N_w - N_n)$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor  $(R_w - R_n)/X$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Employer's Representative at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items:

Information of the records of the nearest rainfall station are given below for the Contractor's information:

\* WB42 climate statistics from the South African Weather Services.

1. Rainfall station : Dougvale

Average annual rainfall : 742 mm

Period : 1990 - 2009

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

| MONTH    | Nn<br>(No) | Rn<br>(mm) | MONTH     | Nn<br>(No) | Rn<br>(mm) |
|----------|------------|------------|-----------|------------|------------|
| January  | 4          | 178        | July      | 0          | 12         |
| February | 4          | 142        | August    | 1          | 29         |
| March    | 3          | 85         | September | 1          | 41         |
| April    | 2          | 46         | October   | 4          | 100        |
| May      | 1          | 24         | November  | 4          | 120        |
| June     | 0          | 18         | December  | 5          | 138        |

2. Rainfall station : Ulundi

Average annual rainfall : 557mm

Period : 1990 - 2009

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

| MONTH    | Nn (No) | Rn (mm) | MONTH     | Nn (No) | Rn (mm) |
|----------|---------|---------|-----------|---------|---------|
| January  | 2       | 79      | July      | 0       | 26      |
| February | 3       | 86      | August    | 0       | 11      |
| March    | 1       | 42      | September | 1       | 28      |
| April    | 1       | 30      | October   | 1       | 52      |
| May      | 1       | 11      | November  | 3       | 100     |
| June     | 0       | 15      | December  | 2       | 78      |

3. Rainfall station : Richards Bay (0305)

Average annual rainfall : 1 228 mm

Period : 1961 - 1990

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 20mm

| MONTH    | Nn (No) | Rn (mm) | MONTH     | Nn (No) | Rn (mm) |
|----------|---------|---------|-----------|---------|---------|
| January  | 3.5     | 172     | July      | 1.6     | 60      |
| February | 4.0     | 167     | August    | 1.8     | 65      |
| March    | 3.2     | 107     | September | 2.5     | 77      |
| April    | 3.1     | 109     | October   | 3.4     | 105     |
| May      | 2.3     | 109     | November  | 3.3     | 114     |
| June     | 1.6     | 57      | December  | 2.7     | 86      |

## EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

### Add the following to Sub Clause 5.12.2.4

“Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor’s control.

Any strike within the confines of the Contractor’s company and/or this project only, will be deemed to be within the Contractor’s control”.

## DEFECTS LIABILITY PERIOD

### Add the following to Sub Clause 7.9

#### 7.9.1 Emergency repairs during defects liability period

##### 7.9.1.1 Classification

Any defect resulting in an interruption in the supply of services will be deemed an emergency repair, and the timing of the works is then of an urgent nature. Such classification will be at the discretion of the Engineer and communicated as such to the Contractor.

##### 7.9.1.2 Availability of Contractor for emergency repairs

During the defects liability, the Contractor will ensure that a member of his staff will at all times of day or night be contactable through a cell phone in the event of having to effect an emergency repair.

The Contractor shall as a minimum comply with the following requirements:

- i) A minimum of 1 artisans and 1 skilled labourer shall be available to attend to an emergency repair at all times during normal hours and after hours.
- ii) Suitable tools, plant, transport, test equipment, spares and repair kits shall be available at all times to do the necessary emergency repairs.
- iii) Above labour and resources shall be available on all weekdays including Saturdays, Sundays and public holidays and the names, addresses and contact information shall be made available to the Employer and Employer's agent for this purpose.

#### 7.9.1.3 Procedure for commencement and execution of works

Upon notification of a defect by the Employer, the Employer's agent or his representative will instruct the Contractor to attend to the said emergency repair, which instruction will be verbal, and thereafter confirmed in writing.

The Contractor must within 3 hours from such notification arrive on site so as to define the extent of the repair required and must immediately make arrangements to have such a repair rectified, which repair must be effected within 12 hours thereafter.

#### 7.9.1.4 Communication in the event of emergency repairs

The Contractor will immediately upon arrival inform the Employer's agent of the extent of the problem and also of the anticipated timeframe required to effect the repairs thereto.

Immediately upon completion of the repairs, the Contractor has to provide a verbal notification to the Employer's agent to the fact that the works have been completed and confirm same within 12 hours in writing.

#### 7.9.1.5 Failure to effect emergency repairs

In the event that the Contractor should fail to attend to the emergency repairs as described above and within the response times noted, the Employer shall be entitled to carry out such work by his own workman or by other persons without further notification to the Contractor and to recover the cost thereof from the Contractor.

### CESSION FOR CASH ADVANCEMENTS

No cessions for cash advancements will be entertained by the employer for whatever reason. Cessions will only be accepted for payment of material and nominated sub-contractors, and payment will only be effected on delivery and fixing of material in the required position.

### OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act (Act No. 85 of 1993) and the Regulations framed there under.

The Contractor shall also ensure that any Sub Contractor employed by him shall also comply with the Act and the Regulations.

The contractor shall submit an approved Health and Safety plan prior to commencement with this contract.

## TENDER ACCEPTANCE

The Employer does not bind itself to accept the lowest tender or any tender or furnish any reasons for the acceptance or rejection of any tender.

### Objective

The objective of King Cetshwayo District Municipality's Targeted Procurement Policy is to bring about meaningful transformation in the built environment construction industry through the following:

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

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines

### Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

## LABOUR INTENSIVE CONSTRUCTION REQUIREMENTS

### PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

### APPLICABLE LABOUR LAWS

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

#### 1 Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.
- 1.2 In this document –
- (a) “department” means any department of the State, implementing agent or contractor;
  - (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
  - (c) “worker” means any person working in an elementary occupation on a EPWP;
  - (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

## **2 Terms of Work**

- 2.1 Workers on a EPWP are employed on a temporary basis.

## **3 Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) more than forty hours in any week
  - (b) on more than five days in any week; and
  - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work “emergency work”).

## **8 Work on Sundays and Public Holidays**



- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily task rate, if the worker works for less than four hours;
  - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## 9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

## **11 Family responsibility leave**

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

13.3 The Contractor must keep in the project site office the minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.

13.4 This should be safely kept for job creation data verifications and periodical audits on projects conducted by National Department of Public Works and Auditors.

## **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
  - (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
  - (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## **15 Deductions**

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

## **16 Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;

- (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

## **17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 2014.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **19 Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the employer and worker.

## **20 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**21 Provision of Handtools, PPE and EPWP overalls**

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions. All workers shall be provided with the necessary PPE and the standard EPWP two piece orange overall set. The overalls should have the DPW logo on the left hand side, the EPWP logo on the right hand side (chest). "EPWP" should also be printed in Arial, Bold, Black on the back of the overall.

**22 EPWP signage board**

EPWP at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

**23 MINIMUM LABOUR BASED TARGETS**

The following minimum labour based targets are required to be met:

**23.1 LABOUR BUDGET AS PERCENTAGE OF PROJECT BUDGET**

A minimum of 15% of the Project Budget is required to be spent on local community labour.

**23.2 EMPLOYMENT OF LOCAL LABOUR**

- (i) The Contractor is required to make maximum possible use of the local labour force from the community, which is at present underemployed or unemployed.
- (ii) To this end the Contractor is required to give preference to the use of local labour and limit the use of non-local labour to key personnel only.
- (iii) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
- (iv) Local labour is defined as "people who reside in the community who have preferably been identified by the Project Steering Committee to be employed"
- (v) Key Personnel – are defined as foremen and skilled labourers without whom the particular job could not be accomplished. As far as possible these people should impart their management and building skills to individuals within the community workforce who show a keen interest and display a willingness to learn.

**23.3 EMPLOYMENT OF WOMEN, YOUTH AND DISABLED PERSONS**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55 % women; 45% men
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

**24 MINIMUM REPORTING****24.1 CONTRACTORS REPORT**

The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the “Reporting Schedule 1 - 5 (overall)” attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

**24.2 PROGRESS REPORTS**

Progress report detailing production output compared to the programme of works shall be submitted monthly.

**24.3 WORKER CONTRACTS**

All worker contracts for workers employed during the month must accompany the Reporting Schedule 1 - 5 attached here to.

**25 EPWP CONTRACT FOR LABOUR**

It is compulsory that shortly after the contractor and/or sub-contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination.

**26 SKILLS DEVELOPMENT**

EPWP Local labour needs to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor to ensure that the mandatory life skills are provided to 100% of workforce on site.

Contractor shall also provide all necessary on-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.

The latter is not mandatory to all as it covers technical skills. Few beneficiaries can be identified to undergo through further technical training to prepare them for opportunities as semi-skilled Artisans

**27 ATTACHMENTS**

Reporting Schedule 1 (Daily Site Attendance Register)  
Reporting Schedule 2 (Payment Register)  
Reporting Schedule 3 (Beneficiary List)  
Reporting Schedule 4 (Monthly progress report)  
Reporting Schedule 5 (Contractors Monthly Report on Sub-contractors)

**C1.4.2 AGREEMENT OF INDEMNITY IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 2014****THE KING CETSHWAYO DISTRICT MUNICIPALITY**

duly represented herein by ..... in his capacity as

..... (hereinafter referred to as "EMPLOYER")

and

.....

duly represented herein by ..... in his capacity as

.....

(hereinafter referred to as the "MANDATORY")

**The EMPLOYER and the MANDATORY hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 2014 (Act 85 of 2014, hereinafter referred to as “the Act”), that as far as the work described in 1 hereafter, the following arrangements and procedures shall apply between them to ensure compliance by the MANDATORY with the provisions of the Act, namely:**

**1. DESCRIPTION OF WORK : .....**

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

**2. DEFINITIONS :**

- 2.1. EMPLOYER : means any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1956 (Act No 28 of 1956).
- 2.2. MANDATORY : includes an agent, a contractor or a sub-contractor for word, but without derogating from his status in his own right as an employer or a user.

**3. ARRANGEMENTS AND PROCEDURES:**

- 3.1. The MANDATORY as an employer in his own right, undertakes to acquaint the appropriate officials and employees of the MANDATORY with all relevant provisions of the Act and the regulations promulgated in terms of the Act;
- 3.2. The MANDATORY undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;

- 3.3. The MANDATORY hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions; and
- 3.4. The MANDATORY agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the MANDATORY has complied with his undertakings as set out more fully in paragraphs 1 and 2 above, which steps may include, but not be limited to, the right to inspect any appropriate site or premises.
- 3.5. The MANDATORY undertakes to furnish the EMPLOYER with a letter of good standing in terms of Section 89 of the Compensation for Occupational Injuries and Diseases Act 2014 (Act No 130 of 2014) before any work in terms of this agreement is commenced.
- 3.6. The MANDATORY undertakes to appoint a designated responsible person in terms of the Act, and to furnish the EMPLOYER with a copy of such appointment before any work in terms of this agreement is undertaken

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS ..... DAY OF ..... 20.....

**AS WITNESSES:**

1. ....  
(For and on behalf of the **EMPLOYER**)
2. ....

THUS DONE AND SIGNED AT RICHARDS BAY ON THIS ..... DAY OF ..... 20.....

**AS WITNESSES:**

1. ....
2. ....  
(For and on behalf of the **MANDATORY**)



**C1.4.3 TRANSFER OF RIGHTS AND INDEMNITY FOR MATERIALS ON SITE****TRANSFER OF RIGHTS FOR MATERIAL ON SITE**

Claim for materials on site, Payment Certificate No: ..... Date: .....

Contract No: ..... for (contract title) .....

.....  
.....

I, the undersigned (name of signatory) ..... in my capacity as

..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto,

unto and in favour of (name of Employer) .....

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any effect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

The transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:**

| DESCRIPTION OF ITEM                       | UNIT | QTY | RATE | AMOUNT | SUPPLIER |
|-------------------------------------------|------|-----|------|--------|----------|
|                                           |      |     |      |        |          |
|                                           |      |     |      |        |          |
|                                           |      |     |      |        |          |
|                                           |      |     |      |        |          |
|                                           |      |     |      |        |          |
|                                           |      |     |      |        |          |
| <b>TOTAL VALUE OF MATERIALS AND GOODS</b> |      |     |      |        |          |

Signed by ..... Date .....  
for and on behalf of the Contractor,

Witnesses by ..... Date .....

[Note: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2015.]

**INDEMNITY FOR MATERIALS ON SITE**

We the....., (Bank or Insurance Company)

do hereby bind ourselves as surety in solidum and co-principal debtors to recompense the employer in the event of his not acquiring ownership of materials for whatever reason, or in the event of his lawfully being required to make payment of any sum of money to any third party in order to obtain or retain ownership of full and free possession of the said materials, in circumstances where the employer has paid the Contractor for the said materials on site in terms of Clause 52 (1)(e) of the General Conditions of Contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of such payment for the said materials on site, renouncing all benefits from the legal exceptions ordinis se excursion is et divisions “No value received” and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed

R..... (.....)

and will lapse after issue of the Certificate of Completion of the Contract, unless the surety is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

This undertaking is not negotiable or transferable and must be returned to us upon payment of the above-mentioned amount.

Bank/Insurance Company: .....

Address: .....

.....

Date: .....

**C2.1 STANDARD SPECIFICATION****C2.2 PROJECT SPECIFICATIONS****A: GENERAL****PS.1 PROJECT DESCRIPTION****PS.2 DESCRIPTION OF THE SITE AND ACCESS****PS.3 DETAILS OF CONTRACT****PS.4 CONSTRUCTION PROGRAM****PS.5 SITE FACILITIES AVAILABLE****PS.6 SITE FACILITIES REQUIRED****PS.7 STATUTORY REQUIREMENTS****PS.8 WORKMANSHIP AND QUALITY CONTROL****PS.9 FEATURES REQUIRING SPECIAL ATTENTION****PS.10 DRAWINGS, OPERATION AND MAINTENANCE MANUALS****PS.11 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS****PS.12 OPEN TRENCHES****PS.13 SPOIL MATERIAL****PS.14 INFORMATION IN RESPECT OF PLANT****PS.15 INFORMATION IN RESPECT OF EMPLOYEES****PS.16 LABOUR AND PERSONNEL****PS.17 SUBCONTRACTING****PS.18 TRAINING****PS.19 USE OF DOCUMENTS BY THE EMPLOYER****PS.20 REMUNERATION****PS.21 MEETINGS AND PROGRESS REPORTING****PS.22 COMMUNICATIONS**

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**PS.23      PERFORMANCE CRITERIA**

**C2.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

|                |                                         |
|----------------|-----------------------------------------|
| SABS 1200 A:   | General (1986)                          |
| SABS 1200 C:   | Site Clearance (1980)                   |
| SABS 1200 D:   | Earthworks (1988)                       |
| SABS 1200 DB:  | Earthworks (Pipe Trenches) (1989)       |
| SABS 1200 DE:  | Small earth dams (1996)                 |
| SABS 1200 DK:  | Gabions and pitching (1996)             |
| SABS 1200 DM:  | Earthworks (Roads, Subgrades) (1981)    |
| SABS 1200 G:   | Concrete (Structural) (1982)            |
| SABS 1200 GA:  | Concrete (Small Works) (1982)           |
| SABS 1200 L:   | Medium-Pressure Pipelines (1983)        |
| SABS 1200 LB:  | Bedding (Pipes) (1983)                  |
| SABS 1200 M:   | Roads General (1996)                    |
| SABS 1200 ME:  | Subbase (1981)                          |
| SABS 1200 MF:  | Base (1981)                             |
| SABS 1200 MFL: | Base (Light pavement structures) (1996) |
| SABS 1200 MJ:  | Segmented paving (1984)                 |
| SABS 1200 MK:  | Kerbing and channeling (1983)           |

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

|                           |                                                                                                                                                                            |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SANS 10396:2003:          | Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures                                                                          |
| SANS 1914-1 to 6 (2002) : | Targeted Construction Procurement                                                                                                                                          |
| SANS 1921-1 (2004):       | Construction and Management Requirements for Works Contracts<br>Part 1: General Employer's agenting and Construction Works and where accommodation of traffic is involved: |
| SANS 1921-2 (2004):       | Construction and Management Requirements for Works Contracts;<br>Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.                              |
| SANS 10298 (2004):        | Indirect small to medium-sized gas chlorination systems for the disinfection of water.                                                                                     |

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (Third edition, 2015) Obtainable from the SA. Association of Consulting Employer's agents

## C2.2 PROJECT SPECIFICATIONS

### STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

**Part A** contains a general description of the works, the site and the requirements to be met. and

**Part B** contains the Standard Specifications

### **PART A: General**

#### **PS 1 Project Description**

##### PS1.1.1 General

The contractor is aimed at providing maintenance support to King Cetshwayo District Municipality on a reactive basis, including but not limited to the following:

- Call outs of pipe bursts and repair thereof;
- Road reinstatements and other minor civil works
- Maintenance work of Oxidation ponds

Work will be required to be done at various locations throughout the King Cetshwayo District area. The project area will be the plants operated by KCDM.

Through this contract KCDM aims to upskill staff internal resources. As part of this submission the tenderer is expected to propose how that will assist the municipality to achieve its capacity building and skills transfer objectives during the duration of this contract.

Works are to be executed in urban centres of King Cetshwayo District. Critical infrastructure is defined as based on the location, size of plant (above 5 Mega-litres), population served and nature of infrastructure. The urban systems (i.e. reticulation, urban water treatment plants), urban stabilization ponds serving the population located in the urban environment. Large water treatment plant residing outside the urban areas (in rural areas i.e. Greater Mthonjaneni (20ML), Middledrift (10ML) and Nkandlabulk (3.6ML) including rudimentary schemes as stipulated in the area of operation table.

The operation area is in the Locality Plans of King Cetshwayo District in Part 4: Site information. Prospective Bidders must take note of the fact that the contract will be executed on the basis of a "Bill of Quantities" contract.

##### **1.1.2 Description of Works**

This contract comprises Employer's agenting work in the formal towns of the District, viz. **Mfolozi LM** (KwaMbonambi), **uMlalazi LM** (Eshowe, Gingindlovu, Mtunzini), **Mthonjaneni LM** (Melmoth) and **Nkandla LM** (Nkandla).

The panel of civil contractors will be used during breakdowns and emergency situations on rotational basis per local municipality area

The contractors will be required to submit quotations for civil Employer's agenting services required to be carried out. The scope includes all Water and Waste Water Works infrastructure and associated buildings.

The scope will be based on the following services:

- Repairs to pipe leaks and pipe bursts
- Refurbishment of civil infrastructure (i.e roads, building and process) in water and waste water operations
- Construction of civil infrastructure

The works to be executed under this contract are particularly related repairs, refurbishment and rehabilitation to the following:

- Pipelines
- Buildings (Plant and office)
- Canals
- Water supply (Treatment plants, pump stations and pipelines)
- Roads
- Sanitation (Treatment plant, pump stations and sewer lines)
- Reservoirs
- Dayworks
- Training
- Appointment of Small Contractors

Minimum requirement of civil equipment and tools:

- Low bed
- Excavator
- TLB
- Concrete Vibrators
- Welding Machines

It will also include maintenance of municipal reticulation and sewer collection networks.

Specialist Works

- (a) SD: Development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic)
- (b) SL: The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding
- (c) SQ: The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing
- (d) SO: The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).

The contract will consist of one main type of activity namely Civil Employer's agenting Works. The work to be carried out during the contract period may be given as separate tasks. Each task to be undertaken will be issued as a written instruction by the Employer's agent and will consist of a detailed scope of work for each particular task.

This appointment is based on general civil works comprising of maintenance work and training; the value of work will be on an as and when require basis. The duration of appointment is for one year and, based on acceptable performance by the contractor, can be extended annually for up to a 3 year period.

#### PS1.2.2 Existing services

There are underground existing services on site. The contractor must verify all existing services with the municipality, as well as external owners of services, before any excavations are done. All indicated services must be protected against damage and any damage caused to such services will be repaired at the cost of the contractor.

##### **Power supply, water and other services**

Power supply (220 and 400 volt) shall be available for the Contractor's use at all facilities except in the event of a power failure or at new installations not yet supplied with power. Arrangements for power shall be arranged in consultation with the employer.

##### **Temporary offices and workshops**

The Employer shall provide no temporary offices or workshops. The Contractor must provide his own permanent workshop and office facilities.

##### **Telephone facilities**

The Contractor shall not be permitted to use the Employer's telephones and shall be required to have staff equipped with cell-phones.

**PS1.2.4 Source of Materials**

The contractor shall pay attention to the following:

**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 Employer's agent.

**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 the 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 that may have been caused by him or his employees.

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

**PS1.2.5 Setting out and approval for excavation**

The contractor must set out the works in accordance with the plans and dimensions provided. After setting out the layout must be approved in writing in the site book by the Employer's agent before any excavations are done. No excavations will be allowed without a Permission To Excavate notice signed by the Employer's agent's Representative and Client.

**PS1.2.6 Quality Management Plan**

The contractor must submit his own QMP to the Employer's agent for approval. The Employer's agent may issue QMP schedules, and these must be kept to date at all times.

**PS1.2.7 Closing down documentation**

The following documentation must be submitted to the Employer's agent and approved by him:

- as-built drawings
- safety file
- quality management file

**PS1.2.8 Disruption of existing services**

The existing sewer connections must remain in operation at all times. Any disruption of service required for the Works under this contract must be approved in writing by the Client and Employer's agent's Representative. The Tenderer must allow in his tender rates for the provision of temporarily toilet facilities and / or deviation pipes in order to maintain the existing services if required.

**PS1.2.9 Excavation**

Excavations are required and the Contractor must take the necessary steps to ensure site workers and plant safety and keep the site drained for construction. The Contractor must submit a detail construction methodology statement for approval prior to Construction.

**PS1.3 ITEMS NOT COVERED IN THE SPECIFICATIONS**

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are detailed on the drawings or described in the Schedule of Quantities. The rates tendered must include all labour, material, etc and no additional payments will be considered.

**PS 2 Description of the Site and Access**



The work to be undertaken is generally in or near existing Works in the local municipalities mentioned above. The access to the individual sites is generally good, but it could be expected that four-wheel drive vehicles might be required at times.

It is of critical importance that Contractors should under all circumstances; liaise with Kink Cetshwayo District Municipality representative prior to going on site to ensure that the District could inform people of work to be carried out by the Contractor. If the representative cannot be contacted, the Contractor should then enter a site for working purposes.

Please refer to Part 4 :Site Information for the locality maps of the different local municipalities that you will be working. The maps show extent of the bulk pipelines, pump stations within each local municipality, as listed above.

### PS 3 Details of the Contract

PS3.1 The work required to be done entails that listed in PS1, this should be done by incorporating labour intensive methods whereby the local community and SMMEs benefit throughout the entire project. Work place training for skills development of the local community must be provided measured in the Pricing Schedules as work of generalized nature. Specific details will be supplied by the Employer's agent, based on the Pricing Schedules, for each specific project.

PS 3.2 All sections of the Works shall be subject to a respective maintenance period (Defects Liability Period) of 12 months.

#### PS3.3 Duration and Cost Estimate of Appointment

This appointment is based on the specialised work; the value of work will be on an as and when required basis. The duration of appointment is for 36 months. The appointment will be reviewed annually and can be extended annually upon an annual performance review. Non satisfactory performance could lead to termination.

#### PS3.4 Appointment, Scope of Service and Remuneration

The purpose of this procedure is to define the authorities, administration and approvals required for work to be carried, and documents generated in the execution of this Contract. This procedure applies to the practical implementation of the Contract on a day-to-day and month-to-month basis.

The Contractor shall undertake repair and breakdown maintenance on direction of the Employer's agent's Representative. This shall be in the form of a duly authorized Work Request.

Due to the critical nature of the services the Contractor shall be required to provide 24-hour, 7 days per week standby cover. It is an absolute condition that the Contractor shall respond to work issued according to the urgency:

**Extreme Urgency:** The Contractor shall be required to respond immediately and commence repairs within 3 hours, irrespective of the time of day;

**Moderate Urgency:** The Contractor shall commence repairs within 24 hours or by the close of working hours on the following day;

**Planned Work:** The work shall be undertaken on a programme as agreed with the Employer's agent's Representative.

Note: After-hours work shall require the approval of the Employer's agent's Representative.

The Contractor shall, in the case of emergency repairs, continue to provide the service until the work is complete or upon authorisation of the Employer's agent's.

### PS4 Construction Programme

#### PS4.1 Information to be made available

The Employer's agent will provide the Contractor with a list of specifications regarding the relevant part of the Works.

**PS4.2 Labour Intensive Construction**

All the relevant tasks/works as marked in the Bill of Quantities as “LI” shall be constructed utilizing labour intensive construction methods.

**PS4.3 Phasing of the Works**

- (a) The works will be scheduled, as far, as is practically possible, so that the Contractor can work uninterrupted for the duration of the contract order.
- (b) The Contractor must take note of the fact that only inter-construction site movements will be paid for. It is also important to take note of the fact that such payment will be made only for the Contractor's first equipment team (if more than one team are fielded) to move to a specific site. Inter-construction site move payments shall be made only for transport expenditures.  
(Refer to the applicable transport rates, Bidded in the pricing schedules).
- (c) Should the Contractor be requested by the Employer’s agent to do work not included in his above-mentioned programme, he will then be paid for the movement according to rates included in the Pricing Schedules for transport expenditures only. These movements are those, which would infringe any programme predetermined and agreed to between the Contractor and the Employer’s agent.  
(Refer to the applicable transport rates).
- (d) Note: Transport rates outside the borders of King Cetshwayo District cannot be claimed, except for "nominated specialised work".

Example: When the District require the services of a specialised agent. All transport costs and mark-up rates for material can be claimed from the District.

**PS4.4 Interruption in Work Schedule**

If information or particulars as mentioned in Clause PS4 are not available from the Employer regarding the works for any period of time, the Contractor will be ordered in writing to discontinue work. The Contractor will then be granted an extension of time. When the Contractor is requested to resume work, the establishment cost will be paid as if the Contractor moved in from another site as per the BID. No adjustment will be made in any of the rates in the Pricing Schedules.

**PS4.5 Format and Approval**

As soon as information is available with regard to a specific Works, the Contractor shall supply, within 8 hours (for emergency work) and 24 hours (for normal operation and maintenance works), a suitable and realistic construction programme for the consideration of the Employer’s agent. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution for a specific Works and the anticipated cash flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Employer’s agent or his Representative. Should such approval be given, an adjusted programme shall be produced and submitted to the Employer’s agent for evaluation. Progress in advance of the programme or certain phase of the Works shall not be considered adequate reason for poor progress on another portion or phase.

**PS 4.6 Breakdowns, Callouts and Repairs.**

Each job carried out under this part of the Contract shall have a Work Request form (“WR”) and Job Sheet, on which work and progress is authorized and tracked.

Work Requests

Requests for work shall be generated by the Employer’s agent or Employer’s agent’s Representative. The Work request books shall be provided by and at the Contractor’s expense, in duplicate, carbonized books of 50, each pair of sheets uniquely numbered and carrying the following information:

- Name of facility
- Date of issue

- Name of equipment
- Cost centre code
- Nature of work required
- Urgency (3hr, 24hr or planned)
- Name of Originator (Requester)
- Signed by Requester
- Date and time of request
- Employer's agent's approval
- Name of Receiver
- Remarks

The issue of the Work request shall be done as follows;

1. The Employer's Representative will complete the Work Request form.
2. Depending on the urgency, the Employer's Representative shall call the Contractor's office with details of the request and/or a copy.
3. Technicians are at liberty to bring work to the attention of the Contractor on site. Where requests and approvals are given verbally, the date and time shall be recorded and the Employer's Representative shall fax the Work Request copy to the Contractor's office, within 24 hours or on the next working day.
4. All repairs over shall require approval by the Employer's agent after submission of a cost estimate by the Contractor, before work is commenced. For breakdowns and emergencies the Employer's agent's Representative may give approval.
5. The copy or faxed copy of every Work request shall be included in the working file of each job submitted for payment.

### Job Sheets

The Contractor shall compile a Job Sheet for each job carried out, in duplicate, with the following detailed information;

- Work Request numbers.
- Name of sub-contractor (if applicable)
- Labour hours for each category, with rates. Overtime hours to be indicated.
- Kilometers travelled, rate and sub-total of cost.
- Spares supplied, with details of supplier, invoice numbers, cost and total cost, including mark-up.
- Sub-contracted work repairs, with details of sub-contractor, invoice numbers, cost and total cost including mark-up.
- Sub-totals for each category and total costs, excluding VAT, to be shown.
- Authorization, on completion by the relevant technician.
- Approval by the Employer's agent

### PS4.7 Partial Completion and Monthly Take Over

Specific completed Works will be taken over immediately after completion for which a Certificate of Completion will be issued. The maintenance period on the work completed will commence with the issuing of the Certificate of Completion.

### PS 4.8 Penalties

The penalties for late completion are indicated in the Appendix to BID.

The penalty in respect of each Works shall remain in force until the work for that Works has been completed. The penalties for the Works will be applied independently and are accumulative.

## **PS 5 Site Facilities Available**

### **PS 5.1 Contractor's Camp**

An area will be made available by the Employer for the Contractor's camp and depot, where materials can be stored and from which the administration of the contract will be undertaken by the Contractor. However, the Contractor will be responsible to arrange with the necessary authorities at each Works site to store equipment and material.

### **PS 5.2 Source of Water Supply**

Water supply will not necessarily be available at the camp or depot nor each construction site.

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works.

Water for filling, testing and disinfecting the pipelines and structures will be made available by the Employer at no cost to the Contractor. However, should the pipelines and/or structures have to be drained and refilled due to defective materials or workmanship by the Contractor or by his subcontractors, then the water required for refilling will be for the account of the Contractor.

### **PS 5.3 Source of Power Supply**

Power supply will not necessarily be available at the camp or depot nor at each construction site.

## **PS 6 Site Facilities Required**

### **PS 6.1 For the Contractor**

Whatever may be required for the satisfactory execution of the Contract.

### **PS6.2 For the Employer's agent**

None.

### **PS 6.3 Sanitary facilities**

The Contractor shall at all times during construction of the Works provide adequate sanitary facilities on the construction site so that all employees are at all times within easy reach of sanitary facilities.

## **PS 7 Statutory Regulations**

The Occupational Health and Safety Act, Act 85 of 1993 (referred to as "the Act" below), and all regulations promulgated thereunder must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall at all times for the duration of the Contract apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Employer's agent from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (iv) The Contractor shall be obliged to report forthwith to the Employer and the Employer's agent any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

#### PS 7.1 COST OF COMPLIANCE WITH THE OHS 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 Employers 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 Safety Specifications included or in the Project specifications.

#### PS 7.2 ACCIDENTS INVOLVING CONTRACTOR STAFF

Should any accidents or incidents occur involving the Contractors staff, it shall be the Contractor's responsibility to take the necessary action to see to the care and well-being of those staff.

#### PS 7.3 GENERAL HEALTH AND SAFETY PROCEDURES

Where contractors are likely to be engaged in potentially hazardous work such as:

- a) Confined Space Entry
- b) Hot Work
- c) Rigging
- d) Excavation
- e) Building
- f) Hazardous Substances

The contractor or tenderers attention must be drawn to the following:

The basic plant safety requirements is that contractors (and staff) wear boots and overalls while carrying out their tasks, or alternatively, personal protective (PPE) such as gumboots, waders, etc. where specified.

In addition, contractors shall issue their staff with PPE appropriate to the work to be carried out, as required by the OHS Act.

The Responsible person, appointed by the Contractor to supervise the Works, shall meet with the Superintendent and/or Works Area Employer's agent to discuss the work to be done. **It is the responsibility of both parties to verify that the situation is safe.**

It is the responsibility of the Contractor to ensure, at all times, that unskilled or semi-skilled labourers are supervised by a properly trained and experienced supervisor.

On completion of work the area is to be tidied, made safe and fully restored in terms of the Contract.

#### PS 7.4 GENERAL SAFETY GUIDELINES FOR WASTEWATER FACILITIES

The safety information relates to the General Duties of Employers to their Employees (Section 8 of the OHS ACT), which is critical to safe working by contractors unfamiliar with this particular wastewater treatment works site. It is not meant to be comprehensive and you are still required to exercise the care that is expected

by a person of your particular qualifications and experience. You are responsible for the conduct of all the staff that you bring on site.

- a) **Dangerous Gases:** A significant potential danger on the works is the presence of gases such as Hydrogen Sulphide (toxic at low concentrations with a characteristics rotten egg smell) and Methane (explosive in the range approximately 5% to 15% methane in the air), which arise from the decomposition of sewage sludge. As a result you should not enter any confined space without seeking the permission of the Superintendent. The requirements of General Safety Regulation 4 of the OHS Act and Safety Procedure 2.2 apply to such spaces. Unless prior arrangements are made, the Superintendent will not issue a gas clearance certificate. The definition of a "Confined Space" is attached hereto.
- b) **No Smoking:** Contractors must not smoke, use naked flames or cause any other form of spark emission where there are no smoking signs.
- c) **Chlorine:** Chlorine is used to treat the final effluent. This gas is heavier than air and toxic. Work within the chlorine installations must only be undertaken after the permission of the Superintendent has been obtained. Workers operating in the vicinity of chlorine installations must be aware of the dangers of inhaling chlorine and, if necessary, evacuate their work site and move to high point before giving the alarm or on receipt of an alarm or on receipt of an alarm message. Permit to Work is required.
- d) **Electricity:** High Voltage Supply and distribution of electricity are provided on site. Care must be exercised to avoid damaging cable excavating or contact with exposed conductors with tools or ladders made from steel aluminium.
- e) **Empty Tanks:** In some instances tanks are empty. Although efforts are made preventing persons falling in, all persons must exercise care within in the vicinity of such tanks. There is a general need to prevent persons who suffer from epileptic fits or fainting spells for whatever reason from working on the site without direct supervision.
- f) **Sewerage:** Many of the tanks and channels are full of sewage and are deep, there is a danger of drowning if a person falls in and cannot swim. Handrails have been provided except where they would interfere with operation of the machinery associated with the tank. In the aeration system reduces the buoyancy of the liquid and persons falling in being at a particular risk from this as well as injury from contacts with moving machinery.
- g) **Personal Hygiene:** Personal hygiene is essential as the sewage received contains a range of pathogenic organisms. All open wounds must be adequately protected by a waterproof dressing. Where contact is avoidable gloves must be worn. Scratches, abrasions and other injuries sustained in contact with sewage must receive immediate medical treatment.
- h) **Personal Protective Equipment:** Metro will NOT provide any personal protective equipment or safety equipment to the contractor or his staff. The contractor is responsible for this as well as ensuring that his staff are instructed in its use and do make use of it.
- i) **Drinking Water:** Purified effluent is available on some sites and contractors must exercise caution if they want to drink. Staff on the works can give guidance as to which taps deliver portable (drinking) water.
- j) **Moving Machinery:** Some of the mechanical equipment starts automatically and some equipment such as sedimentation tank bridges move slowly. Contractors must avoid placing objects where they could be struck by either of the above types of machinery.
- k) **EThekwini Tools:** Metro tools and equipment are NOT to be used by the contractor.
- l) **Supervision of Labour:** The Employee or Contractor shall ensure that unskilled or semi-skilled labours are supervised by a property trained supervisor.

- m) **Earth Leakage:** All portable electrical equipment shall be operated on independent and portable earth leakage units.
- n) **Permits to Work:** Are required for most maintenance and construction activities. The relevant Superintendent must be consulted before work is undertaken, and a permit obtained.

**Confined Space:** means an enclosed, restricted or limited space in which, because of its construction, location of contents, or any work carried out therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump or similar construction equipment machinery or object in which a dangerous liquid or a dangerous concentration of gas, dust or fumes may be present

## PS8 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, **institute a quality-control system and provide experienced Employer's agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract. The other portion of quality control measures to be covered by the service level agreement, that will be signed by both parties.**

**The costs of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates Bidded for the various items of work.** The Contractor's attention is drawn to the provision of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times. Upon completion submission of each portion of the Works to the Employer's agent for examination, the Contractor shall furnish the Employer's agent with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. **The Employer's agent will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.**

## PS9 Features Requiring Special Attention

### PS9.1 Construction within Built-up Areas

The bulk of the work is situated in inhabited residential areas. Meticulous care is required to ensure:

- (a) convenient access provided for the public to their property during all stages of construction;
- (b) ensuring the safety of the public during all stages of construction;
- (c) extended liaison with concerned parties, including the local Tribal Authority, District Councils, traffic Districts, residents and management of business, imperative.

This will include notification in advance of the commencement of proposed works, etc.

### PS9.2 Trenches in Narrow Road Reserves

Prospective Bidders must take note of the fact that at some places trench excavation will take place in fairly narrow road reserves/alleys. The difficulty to overcome this obstacle must be incorporated in the Bidded rates. No separate and/or additional payment will be made in this regard.

### PS9.3 Reinstatement of Fences

The Contractor shall give all land owners and residents a minimum of 48 hours notice of his intent to dismantle fences to properties, where indicated on the Drawings or so ordered by the Employer's agent. The Contractor shall note all aspects relevant to the condition of existing fencing and shall take photographs thereof prior to dismantling, and shall acquire the signature of the owner/occupant agreeing to such conditions.

After reinstatement, both the Contractor and the owner/occupant shall sign the form confirming that the condition of the fence is at least equivalent to its condition before dismantling.

#### **PS9.4 Protection of Buildings and Structures**

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100 m) from any point of blasting, a minimum of 48 hours notice of his intent to execute any blasting work. The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting. In the event of damage to existing buildings/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owner/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract, or in terms of sub-clause 5.1.1.3 of SANS 1200D.

#### **PS9.5 Care of the Site**

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

#### **PS9.6 Control of Water**

The Contractor shall at all times and in all respects be responsible for the handling of storm water from higher-laying areas above the Works, and for the handling of any subsurface water that may affect Works. No separate payment shall be made in this regard, as all costs related thereto should be deemed to be included in the rates Bidded

for the various items of work that are included in the Pricing schedules. Refer also to SANS 1200 A, clause 5.5, in this regard.

#### **PS10 Drawings, Operation and Maintenance Manuals**

All information in the possession of the Contractor that is required by the Employer's agent's Representative in order to complete the As-Built drawings and prepare a completion report for the Employer must be submitted to the Employer's agent's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves, meters and specials in a suitable loose bound format, including any special operational and maintenance procedure related thereto for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion for the Works.

Only figure dimensions on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Employer's agent in writing. The Employer's agent will upon written request provide any dimensions that may have been omitted from the Drawings.

#### **PS11 Notices, Signs, Barricades and Advertisements**

Notice signs and barricades (required in terms of the Conditions of Contract) as well as advertisements may only be erected where approved by the Employer's agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his Bidded rates. The Employer's agent shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

#### **PS12 Open Trenches**

Trenches may not be left open during the builder's holidays, and shall be safeguarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Employer's agent, should he consider such restriction to be in the interest of public safety.

#### **PS13 Spoil Material**



No indiscriminate spoiling of materials will be permitted. Surplus or unsuitable materials shall be spoiled at sites designated by the Employer's agent for this purpose. All spoiling shall comply with the applicable statutory and municipal regulations of the local or rural authority in whose area it is located.

#### PS14 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the Daily diary. In addition, the Contractor shall deliver to the Employer's agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

#### PS15 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the Daily Diary. In addition, the Contractor shall deliver to the Employer's agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

#### PS16 Labour and Personnel

##### PS16.1 Contractors Personnel

Contractors shall only engage supervisory and management staff in labour intensive works who have completed the skills programme outlined in Table 1.

**Table 1: Skills programme for supervisory and management staff**

| Personnel                                                                                            | NQ F level | Unit standard titles                                                                              | Skills programme description                       |
|------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Team leader / supervisor                                                                             | 2          | Apply Labour Intensive Construction Systems and Techniques to Work Activities                     | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Foreman/ supervisor                                                                                  | 4          | Implement labour Intensive Construction Systems and Techniques                                    | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |            | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site) | 5          | Manage Labour Intensive Construction Processes                                                    | Skills Programme against this single unit standard |

##### PS16.2 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force which is at present underemployed.

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above mentioned form will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Employer's agent.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Employer's agent by the 10<sup>th</sup> of each month.

The definition of youth being determined by age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

Labour intensive construction will be used to implement the Works and will include all of the following operations:

- 1) Excavation of soft/ intermediate / hard material in pipe trenches not deeper than 1,2 m if the uninterrupted trench length of soft material is not greater than 50 m, and the total depth of the trench consists of soft material.
- 2) Excavation of soft/ intermediate/ hard material in all pipe trenches for erf connections with no limitations.
- 3) Preparation of pipe bedding.
- 4) Laying and jointing of all pipes with a nominal diameter smaller than 300 mm:
- 5) Backfilling of all trenches with compaction excluded.
- 6) Placing of concrete for anchor blocks and toilet foundations.
- 7) Brickwork in manholes.
- 8) Basic plumbing installation in toilets.
- 9) Location of existing services.

Plant may be used to deliver bedding to the trench at 100m intervals from where labour must be used to load, haul and off-load the material using wheelbarrows.

All work to be executed by labour intensive methods will be demarcated as **(LI)** in the bill of quantities. Any work so designated or specified in this specification as being done labour intensively but which is not executed by labour, notwithstanding any payment made to the labour, will not be paid for.

**Local labour shall be recruited by the contractor with the assistance of the project manager, locally elected labour desk, and CLO. Wage tariffs must comply with Dept. of Labour rates as set for the Civil Employer's agent Construction Industry for KZN.**

### PS16.3 Temporary Workforce

The Contractor shall draw labour from the local communities through the Labour Desk(s), or similar arrangements, which have been established for this purpose. Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of the Conditions of Contract.

Wage tariffs must comply with Dept. of Labour rates as set for the Civil Employer's agenting Construction Industry for KZN.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or subcontractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding:
  - Rain time
  - Sickness and absenteeism
  - Disciplinary matters
  - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

## **PS 17 Subcontracting**

- PS 17.1 The Contractor shall appoint specialist subcontractors nominated by the Employer or the Employer's agent for those portions of the Works that are described in Section PSA in Portion 2 of the Project Specification.
- PS 17.2 The Contractor shall sub-let to local small sub-contractor's appropriate portions of the works that are designated in Clause PS 17 as being reserved for labour intensive construction methods.

## **PS 18 Training**

### **PS 18.1 Artisan and Skills Training**

When required in respect of those portions of the Works where insufficient skills are currently available within the identified communities via the Labour Desks or from local sub-contractors, the Employer's agent may, after due consideration and subject to budget constraints, authorise, in writing, the training of local labour in specific trades or other skills for direct employment of the Works or as local sub-contractors. Such training shall be carried out by specialists and shall be consistent with standards that are approved at industry level, such as training provided by CEITS or by the APEX Training Centre, or by training organisations that are certified by these bodies. The cost of this training shall be borne by the Employer, and the Contractor will be compensated for actual costs incurred in this regard under the Prime Cost item that has been included for this purpose in Schedule 1.

### **PS 18.2 In-house Training**

Alternatively, under similar conditions and subsequent to due evaluation of all relevant factors, the Employer's agent may authorise, in writing, that in-house training of local labour be executed by the Contractor utilising the services of approved skilled key-personnel or artisans in his employ. The Contractor shall BID rates for such training, inclusive of all training materials, construction materials (pipes, fitting, brick, sand, cement etc.) and small tools. Payment will be made to the Contractor as provided in Schedule 23 of the Pricing schedules.

### **PS 18.3 Capacity Building**

Tenderer should propose mechanism by which capacity building of King Cetshwayo Staff at all levels can be undertaken as part of their work with King Cetshwayo DM.

#### **PS 19 Use of Documents by the Employer**

##### **RECORDS**

##### Work Requests

- Original (or fax copy) in working file
- Second copy to be retained by the Contractor
- Third copy to remain in Technician's book

##### Job Cards

- Original in working file
- Second copy to be retained by Contractor

Note: All stationery, including numbered carbonized books, shall be for the Contractor's expense. Stationery shall bear the King Cetshwayo Water and Sanitation name, Contract name and number, and the Contractors contact details.

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

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

#### **PS 20 Remuneration**

Monthly payment certificates shall be compiled by the Employer's agent's representative on receipt of the Contractors invoice and details of the work carried out. Invoices shall be submitted within 14 days of month-end.

The Contractor shall submit a pro-forma invoice with the following:

- Working file for each job carried out, containing all Work Requests and Job Sheets, copies of invoices, quotes, correspondence etc.
- Checklists and service reports for all planned maintenance.
- A spreadsheet summary of all jobs indicating WR, brief description of work carried out, costs and cost center codes.
- A spreadsheet partitioning mechanical, electrical, civil and other Employer's agenting discipline components.

#### **PS 21 Meetings and Progress Reporting**

The Employer's agent's representative and Contractor shall meet on a monthly basis in order to process Job Sheets approvals, plan work and discuss work in progress.

#### **PS 22 Communications**

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

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

#### **PS 23 Performance Criteria**

The extension of this contract will be based on the performance of the contractor in line with the performance criteria outlined below.

Due to the critical nature of the services the Contractor shall be required to provide 24-hour, 7 days per week standby cover. It is an absolute condition that the Contractor shall respond to work issued according to the urgency:

**Extreme Urgency:** The Contractor shall be required to respond immediately and commence repairs within 3 hours, irrespective of the time of day;

**This is during emergency situations where quotations will not be required prior to work commencement but tendered rates will be used to remunerate for the rendered service on completion of the works.**

**Moderate Urgency:** The Contractor shall commence repairs within 24 hours or by the close of working hours on the following day;

**A quotation will be required for provision of this service and selection will be as per Supply Chain Policy of King Cetshwayo District Municipality**

**Planned Work:** The work shall be undertaken on a programme as agreed with the Employer's agent's Representative

**Normal working condition, Quotations will be required.**

Performance over the annual period will be recorded and monitored on a quarterly basis and reviewed on an annual basis. The criteria below will form basis for the performance review.

| Task                   | Planned/repair | Level of urgency | Required response time | Actual Contractor response time | Quality of work | Reports received | Comments |
|------------------------|----------------|------------------|------------------------|---------------------------------|-----------------|------------------|----------|
| Building refurbishment | planned        | As per programme |                        | 1 month                         |                 |                  |          |
| Pipe burst             | Unplanned      | Extreme Urgency  | 3 hours                | 1 week                          |                 |                  |          |

#### PART B: STANDARD SPECIFICATION

B1: Environmental Management Plan (Not provided by KCDM)

B2: Occupations Health and Safety Plan (Not provided by KCDM)

**ANNEXURES**

- PART B – Day works schedule
- PART C – Job Instruction Form
- PART D – Pricing Data

## DAY WORKS SCHEDULE

Tendered rates are for comparison purposes only not for evaluation.

**failure to submit completed day work schedule may lead to tender disqualification**

**2) DAY WORKS SCHEDULE**

This day work schedule will be used at the discretion of the Agent for the valuation of extra work, which cannot conveniently be valued at rates submitted in the Bill of Quantities.

The rates entered for labour and material shall be inclusive of overhead charges and profit, site supervision of staff, insurances, holidays with pay and the use and maintenance of small hand tools and non-mechanical plant, traveling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed “on-costs”. The rate used in the deduction of the value of the day work is thus the basic rate plus the percentage “on-costs”.

In the case of plant no “on-costs” items is provided. The rate entered shall include any of the above “on-costs” which are pertinent and shall include operator’s costs, consumable stores, maintenance, etc.

The Tenderer must fill in each item listed below or his Tender may be rejected as being incomplete.

**A LABOUR**

1 Unskilled \_\_\_\_\_ per hour plus \_\_\_\_\_ % “On-Cost”

2 Semi-skilled \_\_\_\_\_ per hour plus \_\_\_\_\_ % “On-Cost”

3 Skilled \_\_\_\_\_ per hour plus \_\_\_\_\_ % “On-Cost”

**B PLANT DESCRIPTION**

| RATE PER HOUR | WORKING | STANDING |
|---------------|---------|----------|
|               |         |          |
|               |         |          |
|               |         |          |
|               |         |          |
|               |         |          |
|               |         |          |

NOTE:

The rates for compressors shall include for hoses and pneumatic tools.

**C MATERIAL**

The TENDERER shall state the percentage “On-Cost” he will add to the basic price of materials.

\_\_\_\_\_ %



## JOB INSTRUCTION FOR

| KING CETSHWAYO DISTRICT MUNICIPALITY                                                     |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
|------------------------------------------------------------------------------------------|--|--------------------|--|-----------------------------|--|------------------------------|--|---------------------------------|--|--------------------|--|
| <b><u>FORM A</u></b>                                                                     |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>WRITTEN REQUEST FOR MAINTENANCE WORK</b>                                              |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  | <b>SDM REF NO.</b> |  |
| <b>Scheme:</b>                                                                           |  |                    |  | <b>Enquiry date :</b>       |  |                              |  | <b>Order number:</b>            |  |                    |  |
| <b>Water Source Number:</b>                                                              |  |                    |  |                             |  | <b>Settlement/Plant/Dam:</b> |  |                                 |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>Name of Enquirer/s:</b>                                                               |  |                    |  |                             |  |                              |  | <b>Fax NO.:</b>                 |  |                    |  |
| <b>Address</b>                                                                           |  |                    |  |                             |  |                              |  | <b>Telephone NO:</b>            |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  | <b>Cell NO.:</b>                |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>Please indicate when order will be issued:</b>                                        |  |                    |  |                             |  | <b>Date:</b>                 |  |                                 |  |                    |  |
| <b>1. Please provide the following services: (Mark with a X in the applicable block)</b> |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>Quotation</b>                                                                         |  |                    |  | <b>Generators</b>           |  |                              |  |                                 |  |                    |  |
| <b>Budget Quotation</b>                                                                  |  |                    |  | <b>Pipework</b>             |  |                              |  |                                 |  |                    |  |
| <b>Site Visit</b>                                                                        |  |                    |  | <b>Reservoirs</b>           |  |                              |  |                                 |  |                    |  |
| <b>Brake down repairs</b>                                                                |  |                    |  | <b>Pumps</b>                |  |                              |  |                                 |  |                    |  |
| <b>Mechanical Maintenance</b>                                                            |  |                    |  | <b>Valves</b>               |  |                              |  |                                 |  |                    |  |
| <b>Electrical Maintenance</b>                                                            |  |                    |  | <b>Cranes</b>               |  |                              |  |                                 |  |                    |  |
| <b>Dams</b>                                                                              |  |                    |  | <b>Screens / Gates</b>      |  |                              |  |                                 |  |                    |  |
| <b>Boreholes</b>                                                                         |  |                    |  | <b>Walk ways</b>            |  |                              |  |                                 |  |                    |  |
| <b>Diesel Engines</b>                                                                    |  |                    |  | <b>Corrosion protection</b> |  |                              |  |                                 |  |                    |  |
| <b>Booster pump station</b>                                                              |  |                    |  | <b>Testing</b>              |  |                              |  |                                 |  |                    |  |
| <b>Purification Plant</b>                                                                |  |                    |  | <b>Quality Inspection</b>   |  |                              |  |                                 |  |                    |  |
| <b>Sewerage Plant</b>                                                                    |  |                    |  | <b>Others</b>               |  |                              |  |                                 |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>2. Scope of Work: (Please submit detailed description and identification numbers)</b> |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>Serial number:</b>                                                                    |  |                    |  | <b>Maintenance number:</b>  |  |                              |  | <b>W</b>                        |  |                    |  |
| <b>Serial number:</b>                                                                    |  |                    |  | <b>Maintenance number:</b>  |  |                              |  | <b>W</b>                        |  |                    |  |
| <b>Description:</b>                                                                      |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
|                                                                                          |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>3. Please indicate the status of the work:</b>                                        |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
|                                                                                          |  | <b>1=EMERGENCY</b> |  | <b>2=URGENT</b>             |  |                              |  | <b>3=Normal Work</b>            |  |                    |  |
| <b>4. Work to be carried out during :</b>                                                |  |                    |  |                             |  |                              |  |                                 |  |                    |  |
| <b>Normal working hours</b>                                                              |  |                    |  | <b>After hours</b>          |  |                              |  | <b>Weekends/Public holidays</b> |  |                    |  |
| <b>5. Signature of Dept Head/Representative:</b>                                         |  |                    |  |                             |  |                              |  |                                 |  |                    |  |

|                                                                       |  |             |  |  |  |                      |  |             |  |
|-----------------------------------------------------------------------|--|-------------|--|--|--|----------------------|--|-------------|--|
| <b>SIGNATURE</b>                                                      |  |             |  |  |  | <b>DATE APPROVED</b> |  | <b>NAME</b> |  |
|                                                                       |  |             |  |  |  |                      |  |             |  |
| <b>6. Additional comments by Operations &amp; Maintenance office:</b> |  |             |  |  |  |                      |  |             |  |
|                                                                       |  |             |  |  |  |                      |  |             |  |
|                                                                       |  |             |  |  |  |                      |  |             |  |
| <b>DATE</b>                                                           |  | <b>NAME</b> |  |  |  | <b>SIGNATURE</b>     |  |             |  |
| <b>OPERATION &amp; MAINTENANCE OFFICE TELEPHONE NUMBERS :</b>         |  |             |  |  |  |                      |  |             |  |

**FORM B****INSTRUCTIONS FOR CONTRACTORS TO CARRY OUT MAINTENANCE WORK**

|                             |  |                              |  |                      |  |
|-----------------------------|--|------------------------------|--|----------------------|--|
| <b>Scheme:</b>              |  | <b>Enquiry date :</b>        |  | <b>Order number:</b> |  |
| <b>Water Source Number:</b> |  | <b>Settlement/Plant/Dam:</b> |  |                      |  |
| <b>Name of Enquirer/s:</b>  |  |                              |  | <b>Fax NO.:</b>      |  |
| <b>Address</b>              |  |                              |  | <b>Telephone NO:</b> |  |
|                             |  |                              |  | <b>Cell NO:</b>      |  |
|                             |  |                              |  |                      |  |

**1. Please provide the following services:** (Mark with a X in the applicable block)

|                               |  |                             |  |
|-------------------------------|--|-----------------------------|--|
| <b>Quotation</b>              |  | <b>Generators</b>           |  |
| <b>Budget Quotation</b>       |  | <b>Pipework</b>             |  |
| <b>Site Visit</b>             |  | <b>Reservoirs</b>           |  |
| <b>Brake down repairs</b>     |  | <b>Pumps</b>                |  |
| <b>Mechanical Maintenance</b> |  | <b>Valves</b>               |  |
| <b>Electrical Maintenance</b> |  | <b>Cranes</b>               |  |
| <b>Dams</b>                   |  | <b>Screens / Gates</b>      |  |
| <b>Boreholes</b>              |  | <b>Walk ways</b>            |  |
| <b>Diesel Engines</b>         |  | <b>Corrosion protection</b> |  |
| <b>Booster pump station</b>   |  | <b>Testing</b>              |  |
| <b>Purification Plant</b>     |  | <b>Quality Inspection</b>   |  |
| <b>Sewerage Plant</b>         |  | <b>Others</b>               |  |

**Detailed Scope of Work:**

|          |  |  |  |
|----------|--|--|--|
| <b>1</b> |  |  |  |
| <b>2</b> |  |  |  |
| <b>3</b> |  |  |  |
| <b>4</b> |  |  |  |
| <b>5</b> |  |  |  |
| <b>6</b> |  |  |  |

|                                                             |  |             |  |                  |  |
|-------------------------------------------------------------|--|-------------|--|------------------|--|
| <b>DATE</b>                                                 |  | <b>NAME</b> |  | <b>SIGNATURE</b> |  |
| <b>OPERATION &amp; MAINTENANCE OFFICE TELEPHONE NUMBER:</b> |  |             |  |                  |  |

**COMMISSIONING AND COMPLETION CERTIFICATE**

CONTRACTOR: \_\_\_\_\_ DATE \_\_\_\_\_

SDM ORDER NO.: \_\_\_\_\_

|             |  |         |  |                             |  |         |
|-------------|--|---------|--|-----------------------------|--|---------|
| SDM BID NO. |  | (Equip) |  | SK-8/3/1-3/2012/13<br>(M/E) |  | (Civil) |
|-------------|--|---------|--|-----------------------------|--|---------|

Note: Mark with a X where applicable.

|  |                    |  |          |  |                |  |                |
|--|--------------------|--|----------|--|----------------|--|----------------|
|  | Purification Plant |  | Borehole |  | Booster Pump   |  | Sewerage Works |
|  | Pipe Work          |  | Valves   |  | Diesel Engines |  | Electrical     |

**A. Report to Dept Head:**Name: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Office Name: \_\_\_\_\_  
\_\_\_\_\_

Date Visited: \_\_\_\_\_

**B. Report to Satellite Office:**Name: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Office Name: \_\_\_\_\_  
\_\_\_\_\_

Date Visited: \_\_\_\_\_

**1. DETAIL:**

1.1 Area Name: \_\_\_\_\_

Village Name: \_\_\_\_\_

1.2 Water Source No. H \_\_\_\_\_

Alternative No. \_\_\_\_\_

1.3 Maintenance No. W \_\_\_\_\_

Serial No. \_\_\_\_\_

1.4 Engine/Motor Type &amp; Model and kW \_\_\_\_\_

Engine/Motor Type &amp; Model and kW \_\_\_\_\_

1.5 Pump Type: \_\_\_\_\_

Pump Model Name: \_\_\_\_\_

1.6 Pump Type: \_\_\_\_\_

Pump Model Name: \_\_\_\_\_

1.7 Recommended Yield (l/s): \_\_\_\_\_

Commissioning Yield (l/s): \_\_\_\_\_

1.8 Recommended Pumping Time (hrs/day): \_\_\_\_\_ Rising main (pipe) pressure (kPa/Bar): \_\_\_\_\_

1.9 Pump/Motor alignment \_\_\_\_\_ Pump/Motor vibration test \_\_\_\_\_

1.10 Scope of Work: \_\_\_\_\_

| 2. | COMMISSIONING DONE BY: SDM |           |      |                |     |          |
|----|----------------------------|-----------|------|----------------|-----|----------|
|    | Name                       | Signature | Date | Contact Number | Fax | Cell No. |
|    |                            |           |      |                |     |          |
|    |                            |           |      |                |     |          |
|    |                            |           |      |                |     |          |

### 3. FAULT LIST

3.1 \_\_\_\_\_

3.2 \_\_\_\_\_

3.3 \_\_\_\_\_

| 4.  | QUALITY ASSURANCE INSPECTION |                 |           |                  |          |
|-----|------------------------------|-----------------|-----------|------------------|----------|
|     | Date inspected               | Inspectors name | Signature | Telephone number | Cell No. |
| 4.1 |                              |                 |           |                  |          |

| 5.  | CONTRACTOR |      |           |      |                |
|-----|------------|------|-----------|------|----------------|
|     | Contractor | Name | Signature | Date | Contact Number |
| 5.1 |            |      |           |      |                |

Note: Commissioning form: Attached and submitted with the original invoice for payment

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## PRICING DATA

Tendered rates are for comparison purposes only not for evaluation **(failure to submit completed price data may lead to tender disqualification)**

|          | Description                                            | Rate per hour |
|----------|--------------------------------------------------------|---------------|
| <b>1</b> | <b>Plant Hire Work rates</b>                           |               |
| 1.1      | Crane 65 t - 80 t capacity                             | R             |
| 1.2      | TLB 60 kW - 70 kW                                      | R             |
| 1.3      | Crawler Excavator 140 kW - 150 kW                      | R             |
| 1.4      | Bulldozer 160 kW - 170 kW                              | R             |
| 1.5      | Wheel loader 140 kW - 150 kW                           | R             |
| 1.6      | Motor graders 150 kW - 160 kW                          | R             |
| 1.7      | Wheel excavators 0,4 - 1,25 m <sup>3</sup> bucket size | R             |
| 1.8      | Wheel tractor scrapers 15,0 - 16 m <sup>3</sup>        | R             |
| 1.9      | Tow tractors 200 kW - 250 kW                           | R             |
|          | (a) Water tankers 5 000 litre                          | R             |
|          | (b) Water tankers 10 000 litre                         | R             |
| 1.10     | Dump trucks 10 - 15 m <sup>3</sup>                     | R             |
| 1.11     | Tip trucks                                             |               |
|          | (a) 6 m <sup>3</sup>                                   | R             |
|          | (b) 10 m <sup>3</sup>                                  | R             |
|          | (c) 18m <sup>3</sup>                                   | R             |
| 1.12     | Flat bed trucks                                        |               |
|          | (a) 5t                                                 | R             |
|          | (b) 7t                                                 | R             |
| 1.13     | LDV                                                    |               |
|          | (a) 2 x 4WD                                            | R             |
|          | (b) 4 x 4WD                                            | R             |
| 1.14     | Lowbed 50 ton                                          | R             |
| 1.15     | Plate compactors & tampers                             | R             |
| 1.16     | Grid rollers. Ballasted mass 14 600 kg                 | R             |
| 13.18    | Self propelled vibrating roller (smooth)               |               |
|          | 7 000 - 11 300 kg                                      | R             |
| 13.19    | Self propelled vibrating roller (padfoot)              |               |
|          | 5 900 - 12 000 kg                                      | R             |
| 13.2     | Walk-behind vibrating rollers                          |               |
|          | (a) 500 - 630 kg                                       | R             |
|          | (b) 980 - 1 350 kg                                     | R             |
|          |                                                        |               |
|          |                                                        |               |
|          | <b>Total Carried Forward</b>                           |               |
|          |                                                        |               |
|          | <u>Brought Forward</u>                                 |               |

| Item      | Description                          | Rate per hour |
|-----------|--------------------------------------|---------------|
| 13.29     | Generating sets                      |               |
|           | (a) 1,5 kVA (petrol) 220V            | R             |
|           | (b) 5 kVA (petrol) 220V              | R             |
|           | (c) 30 kVA (diesel) 380V - 3ph       | R             |
|           | (d) 50 kVA (diesel) 380V - 3ph       | R             |
|           | (e) 100 kVA (diesel) 380V - 3ph      | R             |
| <b>14</b> | <b>Labour</b>                        |               |
| 14.1      | Contractor's Representative          | R             |
| 14.2      | Qualified Artisan                    |               |
|           | (i) Plumber                          | R             |
|           | (ii) Boilermaker                     | R             |
|           | (iii) Bricklayer                     | R             |
|           | (iv) Plasterer                       | R             |
|           | (v) Welder with API 1104 Certificate | R             |
| 14.3      | Foreman, leader-hand                 | R             |
| 14.4      | (e) Semi-skilled labourer            | R             |
| 14.5      | (f) Labourer                         | R             |
|           | (g) Other                            |               |
|           | (i) .....                            | R             |
|           |                                      |               |
|           | (ii) .....                           | R             |
|           |                                      |               |
|           | (iii) .....                          | R             |
|           |                                      |               |
|           | (iv) .....                           | R             |
|           |                                      |               |
|           |                                      |               |
|           | <b>TOTAL PART A RATES</b>            |               |
|           |                                      |               |

**PART B – SITE PREPARATION, FENCING AND PAVING**

| Item       | Description                | Unit           | Rate per unit |
|------------|----------------------------|----------------|---------------|
| 2.         | <b>Site Clearance</b>      |                |               |
| 2.1        | Clear and grub             | m <sup>2</sup> | R             |
|            |                            |                |               |
| <b>2.2</b> | <b>Fences Installation</b> |                |               |
| 2.2.1      | Concrete Pallsade          | m              | R             |
| 2.2.2      | Steel Pallsade             | m              | R             |
| 2.2.3      | Brick wall                 | m              | R             |
| 2.2.4      | Wire                       | m              | R             |
| 2.2.5      | Clear View                 | m              | R             |
|            |                            |                |               |
| 2.3        | <b>Paving works</b>        |                |               |
| 2.3.1      | Block paving               | m <sup>2</sup> | R             |
| 2.3.2      | Concrete paving            | m <sup>2</sup> | R             |
|            |                            |                |               |
|            | <b>TOTAL PART B RATES</b>  |                |               |



**PART C – CONCRETE CIVIL WORKS**

| Item         | Description                                                          | Unit           | Rate per unit |
|--------------|----------------------------------------------------------------------|----------------|---------------|
| <b>3.</b>    | <b>Civil Structure</b>                                               |                |               |
| 3.1          | <b>Concrete structures</b>                                           |                |               |
| 3.1.1        | Foundation excavations                                               | m <sup>2</sup> | R             |
| 3.1.2        | Compacting of foundation to SANS 3001-GR31:2015                      | m <sup>2</sup> | R             |
| <b>3.1.3</b> | <b>Re-inforcement (Steel)</b>                                        | m <sup>2</sup> |               |
| 3.1.4        | Concrete Slab 10 – 25MPa                                             | m <sup>2</sup> | R             |
| 3.1.5        | Concrete Slabs above 25 MPa                                          | m <sup>2</sup> | R             |
| 3.1.6        | Foundation Walls Pouring                                             | m <sup>2</sup> | R             |
| 3.1.7        | Water membrane/barrier                                               | m <sup>2</sup> | R             |
| 3.2          | <b>Building</b>                                                      |                |               |
| 3.2.1        | Steel frame including corrosion prevention treatment, nuts and bolts | m <sup>2</sup> | R             |
| 3.2.2        | Brick wall                                                           | m <sup>2</sup> | R             |
| 3.2.3        | Concrete wall                                                        | m <sup>2</sup> | R             |
| 3.2.4        | Drywall                                                              | m <sup>2</sup> | R             |
| 3.2.5        | Windows                                                              | m <sup>2</sup> | R             |
| 3.2.6        | Doors                                                                | m <sup>2</sup> | R             |
| 3.2.7        | Roof sheeting (Zinc)                                                 | m <sup>2</sup> | R             |
| 3.2.8        | Roofing (tiles)                                                      | m <sup>2</sup> | R             |
| 3.2.9        | Painting                                                             | m <sup>2</sup> | R             |
| 3.2.10       | Flooring                                                             | m <sup>2</sup> | R             |
|              | <b>TOTAL PART C RATES</b>                                            |                |               |

**PART D – PIPELINES**

| Item      | Description                                                                                                       | Unit | Rate per unit |
|-----------|-------------------------------------------------------------------------------------------------------------------|------|---------------|
| <b>4.</b> | <b>Pipelines and fittings</b>                                                                                     |      |               |
|           | <b>Supply, handle, cut, join, lay and bed pipes complete with couplings disinfect and hydraulic pressure test</b> |      |               |
| 4.1       | <b>uPVC pipes spigot and socket joints/VJ coupling</b>                                                            |      |               |
| 4.1.1     | Class 9                                                                                                           |      |               |
|           | Nominal Diameters (DN) of 25mm to 75mm                                                                            | 6m   | R             |
|           | DN above 75mm up to 250mm                                                                                         | 6m   | R             |
|           | DN above 250mm up to 500mm                                                                                        | 6m   | R             |
| 4.1.2     | Class 12                                                                                                          |      |               |
|           | Nominal Diameters (DN) of 25mm to 75mm                                                                            | 6m   | R             |
|           | DN above 75mm up to 250mm                                                                                         | 6m   | R             |
|           | DN above 250mm up to 500mm                                                                                        | 6m   | R             |
| 4.1.3     | Class 16                                                                                                          |      |               |
|           | Nominal Diameters (DN) of 25mm to 75mm                                                                            | 6m   | R             |
|           | DN above 75mm up to 250mm                                                                                         | 6m   | R             |
|           | DN above 250mm up to 500mm                                                                                        | 6m   | R             |
| 4.2       | <b>HDPE pipes butt fusion welds/VJ coupling joints</b>                                                            |      |               |
| 4.2.1     | PN 10                                                                                                             |      |               |
|           | Nominal Diameters (DN) of 25mm to 75mm                                                                            | 6m   | R             |
|           | DN above 75mm up to 250mm                                                                                         | 6m   | R             |

|            |                                                 |     |   |
|------------|-------------------------------------------------|-----|---|
|            | DN above 250mm up to 500mm                      | 6m  | R |
|            |                                                 |     |   |
| 4.2.2      | PN 12.5                                         |     |   |
|            | Nominal Diameters (DN) of 25mm to 75mm          | 6m  | R |
|            | DN above 75mm up to 250mm                       | 6m  | R |
|            | DN above 250mm up to 500mm                      | 6m  | R |
|            |                                                 |     |   |
| 4.2.2      | PN 16                                           |     |   |
|            | Nominal Diameters (DN) of 25mm to 75mm          | 6m  | R |
|            | DN above 75mm up to 250mm                       | 6m  | R |
|            | DN above 250mm up to 500mm                      | 6m  | R |
|            |                                                 |     |   |
| <b>4.3</b> | <b>Steel pipes Grade X42 Carbon steel pipes</b> |     |   |
| 4.3.1      | Schedule 40 (std)                               |     |   |
|            | Up to 75mm                                      | 6m  | R |
|            | Above 100mm up to 250mm                         | 6m  | R |
|            |                                                 |     |   |
| 4.3.2      | Schedule 80 (std)                               |     |   |
|            | 300mm to 450mm                                  | 6m  | R |
|            | Above 450mm to 600mm                            | 6m  | R |
|            |                                                 |     |   |
| 4.4        | Valves                                          | No. |   |
| 4.4.1      | Resilient Gate Valves and Knife valves:         | 1   | R |
|            | Up to 50mm NB valve                             | 1   | R |
|            | 75mm to 100 mm NB valve                         | 1   | R |
|            | 150mm to 200mm NB valve                         | 1   | R |
|            | 250mm to 350mm NB valve                         | 1   | R |
|            | <b>Total carried forward</b>                    |     |   |

|               |                           |   |   |
|---------------|---------------------------|---|---|
|               | <b>Brought Forward</b>    |   |   |
| 4.4.1 cont... | Resilient Gate Valves:    |   |   |
|               | 400mm to 500mm NB valve   | 1 | R |
|               | 550mm to 600 mm NB valve  | 1 | R |
|               |                           |   |   |
| 4.4.2         | Butterfly Valves:         |   |   |
|               | Up to 100mm NB valve      | 1 | R |
|               | 150mm to 300 mm NB valve  | 1 | R |
|               | 350mm to 450mm NB valve   | 1 | R |
|               | 500mm to 600mm NB valve   | 1 | R |
|               |                           |   |   |
| 4.4.3         | Ball Valves:              |   |   |
|               | Up to 75mm NB valve       | 1 | R |
|               | 100mm to 200 mm NB valve  | 1 | R |
|               |                           |   |   |
| 4.4.4         | Non Return Valves:        |   |   |
|               | Up to 100mm NB valve      | 1 | R |
|               | 150mm to 300 mm NB valve  | 1 | R |
|               | 350mm to 450mm NB valve   | 1 | R |
|               | 500mm to 600mm NB valve   | 1 | R |
|               |                           |   |   |
|               | <b>TOTAL PART D RATES</b> |   |   |

**PART E – GABIONS AND CULVERTS**

| <b>Item</b> | <b>Description</b>                               | <b>Unit</b>    | <b>Rate per unit</b> |
|-------------|--------------------------------------------------|----------------|----------------------|
| <b>5.</b>   | <b>Gabions</b>                                   |                |                      |
| 5.1         | Galvanised wire                                  | m <sup>2</sup> | R                    |
| 5.2         | Ballast rock                                     | m <sup>3</sup> | R                    |
| 5.3         | Geotextile membrane                              | m <sup>2</sup> | R                    |
| 5.4         | Pitching                                         | m <sup>2</sup> | R                    |
| 5.5         | Concrete Slab                                    | m <sup>2</sup> | R                    |
|             |                                                  |                |                      |
| <b>6.</b>   | <b>Culverts</b>                                  | <b>No.</b>     |                      |
| 6.1         | Supply and lay portal and rectangular culverts   | 1              | R                    |
| 6.2         | Pipe culverts                                    | 1              | R                    |
|             |                                                  |                |                      |
| <b>7.</b>   | <b>Concrete Manhole covers</b>                   | <b>No.</b>     |                      |
| 7.2         | Circular manhole cover 500mm to 1000mm diameters | 1              | R                    |
|             |                                                  |                |                      |
|             | <b>TOTAL PART E RATES</b>                        |                |                      |

**SUMMARY TENDERED RATES – CIVIL MAINTENANCE SERVICES**

| Item               | Description                    | Amount (R) |
|--------------------|--------------------------------|------------|
|                    | <b>PART F</b>                  |            |
|                    | <b>SUMMARY OF TENDER VALUE</b> |            |
| 1                  | TOTAL FOR PART A               | .....      |
| 2                  | TOTAL FOR PART B               | .....      |
| 3                  | TOTAL FOR PART C               | .....      |
| 4                  | TOTAL FOR PART D               | .....      |
| 5                  | TOTAL FOR PART E               | .....      |
|                    | <b>SUB TOTAL</b>               | _____      |
|                    | ADD 15% VAT                    | _____      |
| <b>TOTAL RATES</b> |                                |            |