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## TERMS OF REFERENCE

### **CONTRACT NUMBER: 28/2026**

### **AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**

SERVICE PROVIDER	
EMAIL ADDRESS	
CLOSING DATE	19 FEBRUARY 2026
CONTACT NUMBER	

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Prepared for:  
Kouga Local Municipality  
16 Woltemade Street  
Jeffreys Bay  
6330

Prepared by:  
Kouga Local Municipality  
Civil And Water Services Directorate  
Civil And Water Division  
Contact Person: Mr Reinier Van Der Ryst  
Tel: 042 200 2200  
E-Mail: [rvanderryst@kouga.gov.za](mailto:rvanderryst@kouga.gov.za)

**KOUGA LOCAL MUNICIPALITY****BID No.: 28/2026****REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR:  
WATER AND WASTEWATER PURIFICATION WORKS****GENERAL TENDER INFORMATION**

<b>TENDERS INVITED</b>	:	Thursday. 04 February 2026
<b>ESTIMATED GRADING</b>	<b>CIDB</b>	<b>CONTRACTOR</b> : 1EP/ ME or higher
<b>CLARIFICATION MEETING</b>	:	A compulsory virtual clarification meeting will be held on 12 February 2026 at 12h00
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Virtual Meeting
<b>CLOSING DATE</b>	:	19 February 2026
<b>CLOSING TIME</b>	:	12:00:00 PM / 12h00
<b>CLOSING VENUE</b>	:	Tender Box at the Municipal Office, Room 122 16 Woltemade Street (front entrance)
<b>VALIDITY PERIOD OF TENDER</b>	:	90 days
<b>TENDER BOX</b>	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

**KOUGA LOCAL MUNICIPALITY****BID No.: 28/2026****REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR:  
WATER AND WASTEWATER PURIFICATION WORKS****PARTICULARS OF BIDDER**

Name of Bidder		
Contact Person:		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cell phone Number		
Facsimile Number	Code:	Number:
E-Mail Address		
CSD Supplier Number (National Treasury)		
CIDB CRS Number		
Vat Registration Number		

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## TENDER

<b>T1      TENDERING PROCEDURES</b>
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- T1.1    Tender Notice and Invitation to Tender
- T1.2    Tender Data
- T1.3    Standard Conditions of Tender

## T1.1 TENDER NOTICE AND INVITATION TO TENDER



**KOUGA LOCAL MUNICIPALITY (EC108)**  
**DIRECTORATE: CIVIL AND WATER SERVICES**  
**NOTICE NO: 28/2026**

**REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**

Prospective service providers are hereby invited to submit informal quote for the Automated (Scada) Disinfection System For: Water and Wastewater Purification Works.

**DETAILED SPECIFICATION IS AVAILABLE ELECTRONICALLY:**

An electronic copy of the Terms of Reference will be available on E-Tender portal [www.etender.gov.za](http://www.etender.gov.za) or the municipal website [www.kouga.gov.za](http://www.kouga.gov.za) as from **Thursday, 05 February 2026**. After downloading the Terms of Reference from the website each prospective bidder **MUST** ensure that a complete Terms of Reference document is printed.

A compulsory virtual clarification session will be arranged for **Thursday, 12 February 2026 @12h00pm**. Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting. Please take note that no attendee arriving 10 minutes late or more will be allowed to attend the clarification meeting.

The link will also be available on the municipal website.

**Join Teams Meeting:**

<https://teams.microsoft.com/meet/3919377621727?p=LGfAXfJrWZP11nJww4>

**Meeting ID: 391 937 762 172 7**

**Passcode: mv3Ss7tr**

**CONDITIONS OF THIS RFQ:**

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum point of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **An estimated contractor CIDB Grading of 1EP/ME or higher is required.**
- A valid SARS Tax Compliance Status Pin may be requested to verify tax status.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 90 days from the closing date.
- RFQ's that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any information regarding this formal quote can be obtained from Mr. R. Van der Ryst at [rvanderryst@kouga.gov.za](mailto:rvanderryst@kouga.gov.za) and copy [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za)

Quotations in a sealed envelope endorsed "**NOTICE NO: 28/2026: "AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS"**" must be placed in the Tender Box 16 Woltemade Street, Jeffreys Bay, Room 122 on or before **Thursday, 19 February 2026 at 12:00.**

**D. DE JAGER**

**DEPUTY MUNICIPAL MANAGER**

P.O Box 21  
JEFFREYS BAY  
6330

**For Placement:** Municipal Website/ Municipal Notice Boards in all offices/areas – 05 February 2026

**PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY**

BID NUMBER:	<b>28/2026</b>	CLOSING DATE:	<b>19 February 2026</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	<b>REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS</b>				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	R. Van Der Ryst
CONTACT PERSON		TELEPHONE NUMBER	042-200-2200
TELEPHONE NUMBER	042-200-2200	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	rvanderryst@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

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.

“Bid” should read “tender,” and vice versa, throughout the document – implying both words have the same meaning.

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

### Clause Tender Data Number

#### C.1 General

##### C.1.1 Actions

The Employer is **KOUGA LOCAL MUNICIPALITY**.

##### C.1.2 Tender Documents

This tender document is entitled **Request for Quote (RFQ): Automated (Scada) Disinfection System For: Water and Wastewater Purification Works**.

Refer to the contents of this document for a complete list of Tender Documents issued by the Employer which includes the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, and Site Information.

The following documents are deemed to also form part of this tender:

- a) General Conditions of Contract for Construction Works (GCC 2015)

##### C.1.3 Interpretation

###### C.1.3.1 *Delete the clause and replace with the following:*

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

##### C.1.4 Communication

*Delete the first sentence of the clause and replace with the following:*

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

For the purposes of any communication between the Employer and Tenderer:

Name:	Kouga Local Municipality
Represented by:	Mr: Reinier van der Ryst: Civil and Water Services
Address:	16 Woltemade Street, Jeffreys Bay, 6330
Telephone:	(042) 200 2200
Fax:	
E-mail:	tenders@kouga.gov.za

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

*Delete the full stop at the end of C.1.5.1 c) and replace with, or  
Add the following after C.1.5.1 c):*

- d) there is a material irregularity in the tender process.

### **C.1.6 Competitive negotiation procedure**

*Add the following to C.1.6.2.1:*

A competitive negotiation procedure will not be followed.

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

*Add the following between C.1.6.3 and C.1.6.3.1:*

A two-stage system will not be followed.

*Add the following after C.1.6.3.2.2*

#### **C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

##### **C.1.6.4.1 Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Kouga Local Municipality in the implementation of its supply chain management system, may lodge within fourteen (14) days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

##### **C.1.6.4.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing.
  - ii) It must set out the reasons for the appeal.
  - iii) It must state in which way the Appellant's rights were affected by the decision.
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision.

##### **C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

- C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

#### C.1.7 **Kouga Local Municipality Supplier Database Registration**

Tenderers are required to be registered on the Kouga Local Municipality's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

#### C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

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

#### C.2.1 **Eligibility**

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

##### C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

*Add the following after C.2.1.2:*

- C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

- C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

##### C.2.1.3.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a ME class of construction work, will be declared responsive. Tenderers must obtain such active status upon being

requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the ME class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1ME/ EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

#### C.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortia** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

#### 1.4. Minimum Requirements

The Tenderer Is Required to have the Following Personnel and Must Submit CVs with valid qualifications For Each Personnel Required, and must complete the schedule below:

A Technician or Technicians with:

1. A technician with SCADA Network training (intermediate level or higher), and
2. A technician with SCADA advanced configuration training.

An Electrical Engineer (T4) with:

3. A qualification in Digital Systems and Electronic Design, Microprocessor Development and PCB board design

Name of Personnel	Qualification/ Training	Year Obtained	Attached Yes/No

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

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

### A2.3 CIDB Grading

The bidder is required to submit a proof of registration with the CIDB. The bidder is required to have a minimum of Grade 1EP/ ME CIDB grading or higher.

**Attach the following to this form:**

Returnable	Yes	No
1. Proof of registration with CIDB or application for 1EP or higher grading		

#### C.2.1.4.5 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

#### C.2.3 Check documents

##### C.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified.

#### C.2.7 Clarification meeting

*Add the following after the second sentence:*

The arrangements for the compulsory site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

#### C.2.8 Seek Clarification

*Add the following after the first sentence:*

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

#### C.2.12 Alternative tender offers

C.2.12.1 alternative tenders will not be accepted

**C.2.13 Submitting a tender offer**

*Add the following to C.2.13.1 at the end of the first sentence:*

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

*Add the following to C.2.13.3 at the end of the first sentence:*

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

*Add the following to C.2.13.5 at the end of the first sentence:*

C.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Employer:** Kouga Local Municipality.  
**Physical address:** 16 Woltemade Street, Jeffreys Bay.  
**Identification details:** Bid Number: 28/2026  
 Title of Contract: AUTOMATED (SCADA) DISINFECTION SYSTEM  
 FOR: WATER AND WASTEWATER PURIFICATION WORKS

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 28/2026: AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to C.2.13.6:*

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

*Add the following after C.2.13.9:*

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The

- Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

## C.2.15 Closing time

*Add the following to C.2.15.1 after the first sentence:*

- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

## C.2.16 Tender offer validity

*Add the following to C.2.16.1 after the first sentence:*

- C.2.16.1 The tender offer validity period is **(90 calendar days)**.

- C.2.16.2 *Delete the clause and replace with the following:*

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

## C.2.17 Clarification of tender offer after submission

*Add the following to C.2.17 at the end of the third sentence:*

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

## C.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

## C.2.23 Certificates

*Add the following after the first sentence:*

The tenderer is required to submit the following:

### C.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer



must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

#### C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Street, Jeffreys Bay* or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector)** unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

#### C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

### C.3 **The Employer's undertakings**

#### C.3.2 **Issue Addenda**

*Delete the words "three days" from the first sentence and replace with:*

"Five working days where possible"

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile, or registered post.

**C3.4 Opening of tender submissions.**

*Add the following to C.3.4.2 at the end of the paragraph:*

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

**C.3.8 Test for responsiveness**

C.3.8.2 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

**C.3.9 Arithmetical errors, omissions, and discrepancies**

C.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

**Clarification of a tender offer**

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

**T1.3 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

**C.1 General****C.1.1 Actions**

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

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

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

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

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

**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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

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

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

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

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

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

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

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for

tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

#### **C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

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

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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



### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **C.3.2 Issue Addenda**

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

#### **C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

#### **C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

### **The activities associated with evaluating tender offers are as follows:**

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

#### **C.3.11.1 General**

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

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

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents and
  - c) other revisions agreed between the employer and the successful tenderer.
- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

## Annex G

(normative)

### Alpha-numerics associated with the Contractor Grading Designations

**Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum value of contract that a contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 500 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

## **T2 RETURNABLE DOCUMENTS AND SCHEDULES**

The original completed tender document (refer clauses C1.2 and C.2.1.4.2 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested**.

### **1. RETURNABLE SCHEDULES (Included hereafter for completion)**

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof of Registration and good standing with the Construction Industry Development Board (CIDB)
- 1N Proof of Registration with the Supplier Database
- 1O Available personnel for this project:

### **2. RETURNABLE DOCUMENTS (To be attached with submission)**

- 2A Tax compliance status pin
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Certificate of undertaking (Schedule of Construction Equipment)
- 3E Schedule of Proposed Subcontractors

### **4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

---

<b>T2.2: RETURNABLE DOCUMENTS</b>
-----------------------------------

**1A: STATUS OF CONCERN SUBMITTING TENDER**

**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

**2. Information to be provided (Attached to the tender)**

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership  Copy of the Partnership agreement



If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative	<p>CIPRO CR 2 – Copies of Company registration document.</p> <p>(The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022).</p>
7	Joint Venture	<p>All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement.</p> <p>(The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).</p>

**Note:**

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

**3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO: .....

**1B: AUTHORITY FOR SIGNATORY**

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

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

**A Certificate for Company**

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20....., \* Mr / Ms ..... acting in the capacity of ....., and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

NAME	CAPACITY	SIGNATURE

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**B Certificate for Partnership**

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

.....

....., hereby authorize \* Mr / Ms .....,

acting in the capacity of

....., and who

will sign as follows: ..... be, and is hereby

authorized to sign the tender and all documents and correspondences in connection with this tender

as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**C Certificate for Joint Venture or Consortia**

We, the undersigned, are submitting this tender offer in a \* Joint Venture / Consortium and hereby

authorise \* Mr / Ms .....,

acting in the capacity of lead partner, and who will sign as follows:

..... be, and is hereby authorized to sign the tender and all

documents and correspondences in connection with this tender as well as any contract resulting

from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the \* Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**D Certificate for Sole Proprietor**

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

.....

**As witnesses:**

1. .... Signature: .....

2. .... Date: .....

**E. Certificate for Close Corporation**

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

.....

...,

hereby authorize \* Mr / Mrs .....,

acting in the capacity of .....,

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

NAME	ADDRESS	SIGNATURE	DATE

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....

(Tenderer)

of

.....

.....

(address)

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

.....

(location) on

..... (date), starting at ..... (time).

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

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity ..... Date & Time .....

**1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE**

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state or has been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

**YES / NO (INDICATE)**

If so, state particulars:

.....

5. State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

**YES / NO (INDICATE)**

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**Commissioner of Oaths**



**1E: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**SECTION1: 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 3 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 Parliament or a provincial legislature  |
| <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 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 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: (insert separate page if necessary)

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 Parliament or a provincial legislature  |
| <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 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 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 authorised 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.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise name  
.....

**1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This form serves as a declaration to be used by the Employer 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.
2. 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 been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><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, 2004 (Act 12 of 2004)?</b></p> <p>(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 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.3	<b>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?</b>	Yes	No
	If so, furnish particulars:		
4.4	<b>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?</b>	Yes	No
	If so, furnish particulars:		
4.5	<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	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1G: FORM MDB 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

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

- (a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- (b) The 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/20)</b>	<b>Number of Points for Preference (90/10)</b>
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

1.3 Preference points for this bid shall be awarded for:

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

1.4 To be completed by the organ of state:

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

### **SPECIFIC GOALS**

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	<b>10 Points=</b> Located within the boundaries of the Kouga Local Municipality <b>6 Points-</b> Located within the boundaries of Sarah Baartman District Municipality <b>4 Points-</b> Located within the boundaries of the Eastern Cape <b>1 Point-</b> Outside of the boundaries of the Eastern Cape
<b>Bidders MUST submit valid B-BBEE sworn affidavit/ certificate AND Latest Municipal Billing Clearance Certificate/ Copy of Municipal Account / Rental Documentation in the name of the bidding entity, to claim points for specific goals. Virtual offices will not be accepted</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:

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

Where

Ps = Points scored for price of tender under consideration

---

Pt = Price of tender under consideration

$P_{min}$  = 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{max}$  = 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) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

#### 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.

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR  
PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of **similar work** successfully executed by myself/ourselves:

<b>Employer, Contact Person and Telephone Number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed (State current if not yet complete)</b>

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

<b>Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity</b>	<b>Title of contract for the service</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed (State current if not yet complete)</b>

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION**

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

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

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

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

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of .....  
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; 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.

**\* 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**1L: PROPOSED AMENDMENTS**

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

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

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



<b>1M: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD</b>
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Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

**1N: PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

<b>2A: TAX COMPLIANCE STATUS PIN</b>
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In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The tenderer must attach to this page a **valid** Tax compliance Status pin.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

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**2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE**

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In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up to date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up to date.

These certificates are obtainable from local authorities.

***Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.***

**2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD**

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**



**3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

**3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

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

(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

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

(Tick)

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

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

.....

.....

.....

.....

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

.....

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.....

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

.....

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.....

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

(Tick)

Yes	
No	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....  
(Name in Print):

2. .... ID NO: .....  
(Name in Print):

### 3D: CERTIFICATE OF UNDERTAKING (SCHEDULE OF CONSTRUCTION EQUIPMENT)

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

#### CERTIFICATE OF UNDERTAKING

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)

All bidders **must** Indicate **Yes/No** to Below Requirements

Item	Description		Comply		Alternative Offer
			Yes	No	
1	2 x Equipment Room PC's				
2	Equipment Room RTU				
3	Equipment Room Time Synchronization (GPS)				
4	2 x Operating Workstation PC's				
5	Communication Interface				
6	Master Station Operating Software				
7	Datapoint license options	15000			
		30000			
		45000			
8	Competent Staff				
9	SCADA Experience				

10	Microsoft Windows and Microsoft Office Experience			
11	Safety, Health, and Environmental Policy			

Position

Name of Bidder

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

**3E: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

<b>Name and Address of Proposed Subcontractor</b>	<b>Nature and Extent of Work</b>	<b>Previous Experience with Subcontractor</b>

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

<b>CONTRACT</b>
<b>C1 AGREEMENT AND CONTRACT DATA</b>

- C1.1 Form of Offer and Acceptance A4.1 Request for Quote (RFQ): Automated (Scada) Disinfection System For: Water and Wastewater Purification Works
- C1.2 Contract Data
- C1.3 Form of Guarantee (Pro Forma)
- C1.4 Confirmation of Receipt of Contract (Pro Forma)

<b>C1.1A FORM OF OFFER AND ACCEPTANCE</b>
---

**OFFER**

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

**CONTRACT NUMBER: 28/2026**  
**CONTRACT NAME: REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

**FOR CATEGORY: REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**

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

.....  
 .....  
 ..... Rand (in words)  
 R..... (in figures)

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 terms of the Conditions of Contract identified in the Contract data.

**For and on behalf of the Tenderer:**

Name .....

Capacity .....

Signature ..... Date: .....

Name and address of tenderer:

.....

.....

.....

Witness Name .....

Witness Signature ..... Date: .....



## ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement. The terms of the Contract are contained in:

- Part C1: Agreement and Contract Data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site Information and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the Contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract data at or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor), within five (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

### For and on behalf of the Employer:

Name .....

Capacity .....

Signature ..... Date: .....

Name and address of Employer:

.....

.....

Witness Name .....

Witness Signature ..... Date: .....

## SCHEDULE OF DEVIATIONS

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A Tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the Contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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

Subject

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Details

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Subject

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Details

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Subject

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Details

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Subject

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Details

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Subject

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Details

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By the duly authorized representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and

amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

## C1.2 CONTRACT DATA

The following clauses amplify the General Conditions of Construction Works Contract (Third Edition, 2015) and highlight areas in that document that require specific attention, and where further details are required to suit the circumstances of each contract and the specific locality of the Works. These variable clauses which must be specially prepared to suite each particular contract should cover such of the undermentioned matters and any others as are applicable.

NB: Certain information below is to be supplied by the successful Tenderer (Contractor) and will be included from his submissions with his tender.

- Notes:
- i) The clause numbers below refer to the actual numbering in the (Construction Works) General Conditions of Contract (Third Edition, 2015).
  - ii) The clauses which are shaded/printed in bold require/contain specific information for each tender.

<b>CLAUSE</b>	
1.1	DEFINITIONS
1.3	GENERAL PROVISIONS
2.1	AVAILABLE DATA AND INFORMATION
4.3	LEGAL PROVISIONS
4.4	SUBCONTRACTING
4.9	CONSTRUCTION EQUIPMENT
4.10	CONTRACTORS EMPLOYEES
4.11	EMPLOYEES COMPETENCE
5.3	COMMENCEMENT OF THE WORKS
5.4	ACCESS TO THE SITE
5.6	PROGRAMME
5.7	PROGRESS OF WORKS
5.8	NON-WORKING TIMES
5.9	INSTRUCTIONS
6.1	PAYMENT AND RELATED MATTERS
6.2	SECURITY
6.5	DAYWORKS
6.8	ADJUSTMENTS AND PRICING
6.10	PAYMENTS
7.4	SAMPLES AND TESTING
7.5	EXAMINATION OF THE WORKS
8.1	PROTECTION OF WORKS
8.2	CARE OF WORKS
8.6	INSURANCE
10.2	DISSATISFACTION CLAIMS

NB: Certain information below is to be supplied by the successful Tenderer (Contractor) and will be included from his submissions with his tender:

Clause	Description / Wording				
<b>1.1</b>	<b>Definitions</b>				
1.1.1.6	<b>Construction Equipment</b> Any equipment and materials, where applicable, covered by this specification shall be supplied in accordance with the General Conditions of Contract attached hereto.				
1.1.1.15	<table border="1"> <tr> <td><b>Employer:</b> The Employer is</td><td>The Kouga Local Municipality</td></tr> <tr> <td><b>Manager:</b> The Manager is</td><td>Mr. Reinier Van Der Ryst Email: rvanderryst@kouga.gov.za</td></tr> </table>	<b>Employer:</b> The Employer is	The Kouga Local Municipality	<b>Manager:</b> The Manager is	Mr. Reinier Van Der Ryst Email: rvanderryst@kouga.gov.za
<b>Employer:</b> The Employer is	The Kouga Local Municipality				
<b>Manager:</b> The Manager is	Mr. Reinier Van Der Ryst Email: rvanderryst@kouga.gov.za				
1.1.1.13	<b>Defects Liability Period</b> One year.				
<b>1.3</b>	<b>General Provisions</b>				
1.3.3	The language for communication is: English				
<b>2.1</b>	<b>Available Data and Information</b>				
2.1.1	For once off contracts with a known site, the site data shall be as per the Employer's Requirements. For multi-year Contracts with multiple (mostly unknown) sites, certain site data shall be assumed for tendering purposes (e.g. the levelness of the ground) as per the Employer's Requirements. Deviations from assumed site data shall be for the account of the Employer.				
2.1.3	<p>The contractor warrants that all goods are to be finished for serviceable use under these atmospheric conditions. Where galvanising is not called for in the Contract Specification all ferrous parts are to be thoroughly descaled and primed.</p> <p>All moving parts such as retaining bolts, screws, cover hinges, clips, shafts etc., that are unavoidably exposed to the weather shall be of non-corrodible metal or other materials. There shall be no possibility of corrosion or accumulations of dirt or insects causing any deterioration in the operation of any part of the equipment.</p> <p>All equipment must be easily accessible for repairs, maintenance and removal for replacement purposes.</p>				
<b>4.3</b>	<b>Legal Provisions</b> The governing law shall be: The law of the Republic of South Africa. Special attention is drawn to the following Acts: <ul style="list-style-type: none"> <li>• Occupational Health and Safety Act (OHS Act)</li> <li>• Compensation for Occupational Injuries and Diseases Act (COID Act)</li> <li>• Unemployment Insurance Act (UIF)</li> <li>• Labour Relations Act</li> <li>• Basic Conditions of Employment Act</li> </ul>				
<b>4.4</b>	<b>Subcontracting</b>				
4.4.1	The Service Provider should obtain prior approval from the Director: Civil and Water services for any work that is to be subcontracted. <b>The service provider may only use a subcontractor for work that is outside the Service Providers field of experience. Failure to do so will result in a written warning being issued to the Service Provider</b>				
<b>4.9</b>	<b>Construction Equipment</b>				
	<p>When the Contractor is paid his claim against Plant and Material Intended for the Works (clause 14.5 of the General Conditions.)</p> <p>In the case of multi-year contracts constituting rates, as opposed to an "Accepted Contract Amount", the Employer shall pay for these items using rates in the Pricing Schedule.</p>				

	<p>Equipment and facilities to be provided by the Employer (if any): As and when required per project Free issue material: As and when required per project All non-miscellaneous material listed in C2.2 (Schedule of Rates) shall be considered "listed for payment when delivered to site.</p>
<b>4.10</b>	<b>Contractors Employees</b>
4.10.1	<p>The Service Provider will supervise his/ her own worker, provide his/her own tools, and where materials are used, this shall comply with the current SABS/SANS specifications, except where otherwise requested by the Project Manager. Artisans must also be capable of working independently without direct constant supervision. <b>Service Providers are required to develop a work schedule for their employees based on the scope of work provided by KOUGA LOCAL MUNICIPALITY Representatives. Artisans are required to inform the KOUGA LOCAL MUNICIPALITY Representatives before leaving KOUGA LOCAL MUNICIPALITY premises while on duty. Loitering in the cloakrooms or on KOUGA LOCAL MUNICIPALITY premises while on duty will not be permitted. Failure to report their absence to KOUGA LOCAL MUNICIPALITY at the earliest possible opportunity will not be accepted. Bad time keeping such as arriving late to work or leaving early will be regarded as an offence. Fraudulent time keeping, such as clocking via another employee or allowing another employee to clock one in will not be permitted. Sleeping on duty will not be permitted. Poor quality of work or failing to maintain KOUGA LOCAL MUNICIPALITY standards or poor work performance will not be permitted. Poor maintenance or neglect of equipment or material will be reported to Service Provider.</b> Service providers remain responsible for all administrative duties required in terms of the various legislations.</p>
<b>4.11</b>	<b>Employees Competence</b>
4.11.1	<p>All maintenance and repair work will be executed in a competent manner to the satisfaction of the Project Manager. The Project Manager reserves the right to execute such repairs and replacements with his own staff or by any other means Artisans must have their own sets of tools and basic measuring equipment. (KOUGA LOCAL MUNICIPALITY reserves the right to inspect tools and measuring equipment) to ensure they meet operational and safety requirements. <b>Employees will not be permitted to work if tools are deemed unsuitable.</b> All Trade Tests must be in English, Trade Test Certificates not in English must be accompanied by the transcript of the Certificate issued by QCTO. KOUGA LOCAL MUNICIPALITY would like to have a transparent and fair Evaluation of the Minimum Requirements therefore all Artisans to only have the following Trade Test Certificates: QCTO, Department of Labour listed Trade Test or relevant SETA Trade Test Certificate. All Artisan Assistants are to have a minimum qualification of an N1 in mechanical engineering and must be ready for trade test by end of contract. Artisans should be computer literate; otherwise provision should be made for the Training of Artisans in Office Applications (at no cost to the metro)</p>
4.11.2	<p>Service providers must further note that should an artisan not perform to the satisfaction of the Municipality; such artisan is to be removed forthwith by the contractor who will then supply another artisan.</p>

	In cases where the KOUGA LOCAL MUNICIPALITY experiences labour problems from the artisans or artisan assistants, we reserve the right to ask for replacements, at no cost to the KOUGA LOCAL MUNICIPALITY
<b>5.3</b>	<b>Commencement of the Works</b> There shall be no Contract Agreement.
<b>5.4</b>	<b>Access to the Site</b> The Contractor shall apply in writing to the Employer for access to a site at least 14 days prior to the date by which access is required. This time shall be considered built into the Time for Completion. Whilst on site, all employees of the Contractor and the Contractor himself shall carry an acceptable form of identification issued by the Contractor, which identification shall be shown on demand to any authorised representative of the Employer. Every employee of the Contractor and the Contractor himself shall accept that whilst on the site or upon entering or leaving the site, his person, vehicle, and possessions may be searched by any authorised representative of the Employer. In the event of the Employer issuing to the Contractor or his employees an identification card, such card shall be shown on demand to any authorised representative of the Employer.
<b>5.6</b>	<b>Programme</b>
5.6.2.3	The contractor, shall, at least 48 hours before commencing work on a <b>secured</b> site, hand to the Project Manager, a list of all persons under his employ who may be likely to come onto the site during the currency of the Contract. This list shall be kept up to date.
<b>5.7</b>	<b>Progress of Works</b>
5.7.1	A detailed progress report with an up-to-date Gantt chart is to be submitted to the Engineer as required by the Engineer. Service providers may be required to investigate and submit written reports of conditions or causes of failures and detail professional drawings, providing digital photographs to the Superintendents where required. <b>If these reports, drawings, photographs are not produced within the period set out by the Superintendent a written warning will be issued.</b>
<b>5.8</b>	<b>Non-Working times</b>
5.8.1	The Service Provider must be prepared to assist and provide backup services on demand in cases of emergencies, e.g. floods
5.8.1.2	Artisans are to be contactable via cell phone, both during the day and night. <b>The artisans are required to respond within an hour of being contacted, failure to do so will result in a written warning being issued to Service Provider.</b>
5.8.1.4	Service providers must be able to reach the plants within an hour in case of emergencies. <b>The artisan/technician will need to report the reason for responding later than an hour, the reason will be considered, and if due to negligence, a written warning will be issued.</b>
<b>5.9</b>	<b>Instructions</b>
	Job cards and quotes with precise details of all spare parts used, labour, etc. are to accompany all invoices. <b>Failing to do so the KOUGA LOCAL MUNICIPALITY reserves the right to withhold payment until an accurate rendering of the costs are provided.</b>
<b>6.1</b>	<b>Payment and related Matters</b>
6.1.1	On completion of work any delivery notes and invoices are to be delivered to the relevant Manager as follows:

	<ul style="list-style-type: none"> <li>a. Service Providers must submit duplicate tax invoices and no payments will be accepted without the official order number on the invoice.</li> <li>b. Payments for the services rendered, will be in accordance with the Schedules of Rates.</li> <li>c. Payment will be made against invoices certified correct by the Kouga Local Municipality Authorized Representative of the concerned Directorate.</li> <li>d. No work to be done prior to an order number being issued.</li> <li>e. Time sheets, signed by the representative of the Kouga Local Municipality, shall accompany all claims from the contractor for payment.</li> <li>f. The following information shall be reflected on all Quotations/Invoices: <ul style="list-style-type: none"> <li>i. Name of Institution with code number and region number</li> <li>ii. <b>Detailed</b> description of Plant serviced/repaired.</li> <li>iii. Total number of hours worked in an hourly rate.</li> <li>iv. Detailed summary of work performed</li> <li>v. Detailed list of materials used</li> <li>vi. Distance travelled in km</li> </ul> </li> </ul>
<b>6.2</b>	<b>Security</b>
6.2.3	There is no requirement for Performance Security
<b>6.5</b>	<b>Dayworks</b>
	<p>Shall be the normal working hours recognised in the district of the particular site. No Sunday work is allowed without prior approval by the engineer.</p> <p>Service providers must provide Daily/ Weekly Time Register to Supervisors (Kouga Local Municipality) at the various Workshops.</p>
<b>6.8</b>	<b>Adjustments and Pricing</b>
6.8.1	<p>Prices tendered for year 1 shall be firm. Any spares used must be charged for as per the agreed "Spares Price List" and fixed for the first year and adjusted annually thereafter according to the PPI (Statistics South Africa). All labour costs will be agreed upon in a fixed "Labour Price List" for the first year and adjusted annually thereafter according to the CPA, StatsSA P0141 Table A and StatsSA P0151.1 Table 5. Bid Prices must be stated in South African Currency. The Provisional Quantities in the Pricing Schedule are for evaluation purposes, the successful bidder will be appointed based on Rates.</p> <p>This clause shall apply for all multi-year contracts and / or contracts where the Contractor has indicated in his offer that his price is not fixed, regardless of whether a table of adjustment data was supplied in the schedules or not.</p>
6.8.2	<p><u>Prices</u> shall be <u>fixed</u> for the <u>first year</u> of the contract.</p> <p>As sole compensation for all fluctuations in the price of labour, plant, and materials, from any cause whatsoever, for the second and subsequent years, Contract Prices will be adjusted by applying the Contract Price Adjustment (CPA) formula given below.</p> <p>Increases to Contract Prices to compensate the contractor for escalation will only be considered and assessed once per year during the contract award anniversary month. Any increased Contract Prices determined from the CPA formula at this time of review will then apply for the full subsequent year, until the next annual review and assessment.</p> <p>The indices relating to the cost of labour, plant and materials will be those published monthly by the Steel and Engineering Industries Federation of South Africa (SEIFSA).</p> <p>Base price indices will be taken as those ruling at the end of the month, one month prior, to the month in which the tender closed.</p>



	<p>Therefore, at the first Contract Price escalation review, during the month of the first anniversary following award of the contract, any price adjustments allowed will be based on the difference between the current SEIFSA indices and those ruling one months prior to closing of tenders i.e. this <u>assessment period</u> will be <u>longer than twelve months</u>. However, all subsequent assessment periods, used for the purpose of Contract Price review, will only be based on twelve-month intervals.</p> <p>Any Contract Price Adjustments allowed, shall be calculated in accordance with the following formulae: -</p> <p>1.1 Contract Price Adjustment for Material.</p> $CPAM = \frac{P_m M_m (M_c - M_t)}{M_t}$ <p>1.2 Contract Price Adjustment for Labour.</p> $CPAL = \frac{P_l L_m (L_c - L_t)}{L_t}$ <p><u>Where:</u></p> <p>P<sub>m</sub> = Proportion of material subject to price adjustment.  P<sub>l</sub> = Proportion of labour subject to price adjustment.  M<sub>m</sub> = Monthly claim value of material.  L<sub>m</sub> = Monthly claim value of labour.  M<sub>t</sub> = Material index at time of tender.  (Table G for Electrical Engineers Materials).  M<sub>c</sub> = Material index at time of claim.  (Table G for Electrical Engineers Materials).  L<sub>t</sub> = Labour index at time of tender  (Table C3)  L<sub>c</sub> = Labour index at time of claim</p>
<b>6.10</b>	<p><b>Payments</b></p> <p>No advance payment shall be applicable. It is not allowed by the Employer's financial standing orders.</p> <p>There is no Schedule of Payments.</p>
<b>6.10.3</b>	<p>Application for Interim Payment Certificates.</p> <p>Retention (%) : 2.5%</p> <p>Limit of Retention : 2.5%</p> <p>Imported Goods:</p> <p>Where goods are imported and the Contractor has indicated in his tender that his price(s) (or part thereof) is subject to rate of exchange variations, the exchange rates below shall be used as base rates. These rates are supplied by a commercial bank (not the central bank of the country) and can be adjusted directly by the actual exchange rate at either the date of order (by the Contractor from his suppliers) or the date of payment (of the Contractor to his suppliers) or a combination of these 2 options. The Contractor shall specify clearly in his Tender which of these dates would be applicable, and in the case of both dates, in what ratio.</p>

	<p>Over and above adjustments for exchange rate variations, the FOB portion could also be escalated to reflect adjustments in labour and material costs (called FOB escalation to distinguish it from CPA adjustments for non-imported goods). Should the Contractor have indicated in his tender that FOB escalation shall apply, the following rules are applicable:</p> <p>FOB escalation shall be based on one of the following methods:</p> <ul style="list-style-type: none"> <li>(a) South African SEIFSA indices, or;</li> <li>(b) The country of origin's version of SEIFSA indices, or;</li> <li>(c) South African CPIX, or;</li> <li>(d) The CPIX of the country of origin.</li> </ul> <p>The Contractor shall state clearly in his tender which of the methods shall be employed.</p> <p>The base cost (L0, E0, etc.) shall either be that stated in the relevant indices, or in the absence thereof, the average for the month prior to the month in which the tender period started.</p> <p>The current cost (Ln, En, etc.) shall be that defined by the indices.</p> <p>It shall be the Contractor's responsibility to provide full proof to the satisfaction of the Engineer of all base and adjusted data required to calculate adjusted rates or prices to the comparative ZAR at the time of completion.</p> <p>1 US \$ = ZAR  1 Euro = ZAR  1 British Pound = ZAR</p> <p>Currencies for Payment: Only South African Rand allowed</p>
<b>7.4</b>	<b>Samples and Testing</b>
7.4.3	The Service Provider is to carry out the Commissioning and Handover as stipulated in the Scope of Work. KOUGA LOCAL MUNICIPALITY will inspect the equipment or system installed and if it does not meet the specifications, KOUGA LOCAL MUNICIPALITY can reject the equipment or system installed.
<b>7.5</b>	<b>Examination of the Works</b>
7.5.2	All mechanical equipment will be collected and/or delivered from/to relevant or applicable Workshop by the Service Provider. Delivery Notes/Invoices shall accompany any delivered product.
<b>8.1</b>	<b>Protection of Works</b>
8.1.1	<p>Basic Rules- All persons visiting or employed at the Wastewater Treatment Works, Wastewater Pump Stations or Water Treatment Works must observe the following basic rules: (a) Do not touch electrical equipment or switches and treat all equipment which has not been isolated and locked as live. (b) Do not touch moving machinery. (c) Take care when standing near or working over tanks and channels, which may be deep or contain swiftly moving water. (d) Do not enter the chlorination building without testing for a gas leak with a rag that has been soaked in the ammonium hydroxide solution.</p> <p>The Service Provider shall abide by all the safety and security regulations enforced at the workplace where she/he is required to work and will be regarded as an "Employee" in terms of the Occupational Health and Safety Act No. 85 of 1993.</p> <p><b>Employees are not permitted to smoke in non-smoking areas. If an employee</b></p>

	creates, causes, or allows any condition or situation at work that could endanger the general safety or health of employees or other persons or which injury is caused, or failure to use protective clothing and/or equipment when required a written warning will be issued to the Service Provider on the first offence. The second offence will result in a final written warning.		
<b>8.2</b>	<b>Care of Works</b> Machinery- When working with equipment and machinery (Maintenance Personnel) must observe the following care: (a) Ensure that it cannot be started or operated by either disconnecting the means of starting or by isolation at the panel and/or the local stop. (b) Always use the correct tools for the job. (c) Keep chisels in good condition. (d) Wear visors or goggles when grinding. (e) Do not man handle heavy objects. Use lifting gear. (f) Always replace belt guards and other safety shields. (g) Always read the instructions carefully before carrying out any maintenance operation on specialized equipment.		
<b>8.6</b>	<b>Insurance</b> The Employer's Insurance Brokers are:		
		<b>Phone</b>	<b>Fax</b>
			<b>Email</b>
8.6.1	All the equipment in the possession of the Service Provider for repairs shall be fully insured against loss or damage by the Service Provider.		
<b>10.2</b>	<b>Dissatisfaction Claims</b>		
10.2.1	Settlement of disputes shall be in accordance with GCC for Construction Works and KLM Supply Chain Management Policy. Mediation proceedings shall be as agreed between the parties.		

## 2. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

- 2.1 Should it appear to the Electro & Mechanical Directorate that the Contractor is:-
- (i) not executing the contract in accordance with the true intent and meaning thereof, or
  - (ii) not performing satisfactorily,
  - (iii) not performing with accepted industry expertise, or
  - (iv) refusing or delaying executing the contract, or
  - (v) defaulting on delivery of the specified goods, or
  - (vi) should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
  - (vii) in the event of any other failure or default by the Contractor,

***then and in any of such events the Municipality shall be entitled to terminate the contract and employ other persons, at the expense of the Contractor, to perform and carry out any work which the Contractor fails to do with reasonable skill and diligence, within seven (7) days after the Contractor has received written instruction from the Electro & Mechanical Directorate to carry out the work, and has failed to do so.***

- 2.2 If the Contractor fails to proceed with the work or refuses to remove any defective work or materials with reasonable diligence, then the Electro & Mechanical Directorate may:

2.3

- (i) give notice to the Contractor at the specified address to remedy the default;
- (ii) if the Contractor fails to remedy the default within seven (7) days of the notice, the Electro & Mechanical Directorate shall be entitled to terminate the contract on written notice to the Contractor.

- 2.4 If the contract is terminated by the Electro & Mechanical Directorate, in terms of Clauses (i) and (ii) above, then no further payments shall become due and be made to the Contractor until the work has been finally completed. The cost of such completion shall be for the account of the Contractor.

**If such cost, added to the payments already made to the Contractor exceeds the Contract Sum, the excess shall be paid by the Contractor to the Municipality. If the total costs are less than the Contract Sum, the difference shall be paid by the Municipality to the Contractor.**

## 3. CONTRACT PRICE ESCALATION AND TENDER BASE PRICE INDICES

Prices shall be fixed for the first year of the contract.

As sole compensation for all fluctuations in the price of labour, plant, and materials, from any cause whatsoever, for the second and subsequent years, Contract Prices will be adjusted by applying the Contract Price Adjustment (CPA) formula given below.

Increases to Contract Prices to compensate the contractor for escalation will only be considered and assessed once per year during the contract award anniversary month. Any increased Contract Prices determined from the CPA formula at this time of review will then apply for the full subsequent year, until the next annual review and assessment.

The indices relating to the cost of labour, plant and materials will be those published monthly by the Steel and Engineering Industries Federation of South Africa (SEIFSA).

Base price indices will be taken as those ruling at the end of the month, one month prior, to the month in which the tender closed.

Therefore, at the first Contract Price escalation review, during the month of the first anniversary following award of the contract, any price adjustments allowed will be based on the difference between the current SEIFSA indices and those ruling one months prior to closing of tenders i.e. this assessment period will be longer than twelve months. However, all subsequent assessment periods, used for the purpose of Contract Price review, will only be based on twelve-month intervals.

Any Contract Price Adjustments allowed, shall be calculated in accordance with the following formulae: -

3.1 Contract Price Adjustment for Material.

$$CPAM = \frac{P_m M_m (M_c - M_t)}{M_t}$$

3.2 Contract Price Adjustment for Labour.

$$CPAL = \frac{P_l L_m (L_c - L_t)}{L_t}$$

Where:

P <sub>m</sub>	=	Proportion of material subject to price adjustment.
P <sub>l</sub>	=	Proportion of labour subject to price adjustment.
M <sub>m</sub>	=	Monthly claim value of material.
L <sub>m</sub>	=	Monthly claim value of labour.
M <sub>t</sub>	=	Material index at time of tender. (Table G for Electrical Engineers Materials).
M <sub>c</sub>	=	Material index at time of claim. (Table G for Electrical Engineers Materials).
L <sub>t</sub>	=	Labour index at time of tender (Table C3)
L <sub>c</sub>	=	Labour index at time of claim

#### 4. CONDITIONS OF CONTRACT

##### 4.1 KOUGA LOCAL MUNICIPALITY Safety compliance

- 4.1.1 A Health and Safety Agent will be appointed to assist with all compliance in terms of KLM Safety Compliance through a KLM SCM Base via Public Health. The KLM is obliged by virtue of the Occupational Health & Safety Act 85 of 1993, specifically the Construction Regulations 2014, to effectively manage its construction project activities and institute adequate management and control processes to protect and safeguard its employees and other persons affected by its activities.
- 4.1.2 Ensuring that the KLM as employer meets its legal obligation in this regard, the Public Health Directorate – Occupational Health, Safety and Wellness Sub Directorate in conjunction with Supply Chain Management, is mandated to procure and deploy Health and Safety Agent Services on institutional construction projects via a Professional Management Service provider. The rates for Health and Safety Agent are included in the MBD 3.2.
- 4.1.3 The Service Provider will only be permitted to start work on site once the Construction Work Permit has been obtained.  
Service providers must have their Health and Safety Plan Approved upon confirmation of appointment before commencing any duties.

- 4.1.4 Comply with the KOUGA LOCAL MUNICIPALITY Site Specific Health & Safety Specification Revision 7.1 with the Hepatitis A attached (Proof that all artisans supplied have been injected against Hepatitis A, must be submitted before commencing any duties).
- 4.1.5 Medically fit (attach Medical Certificate) and a letter of good standing (Compensation Fund, with reference to Section 89 of the Act). Medical certificate of fitness for working at heights and confined spaces. Proof of medical certificates must be submitted upon confirmation of appointment before commencing any duties. All Personnel must be made aware that exposure to chlorine gas at the Water Treatment Works is a possibility, and it is harmful/fatal to those affected by asthma, chronic lung conditions or bronchitis. Identified workers need to be trained, on an ongoing basis and made adept in emergency mock drills relating to chlorine emergencies.
- 4.2 Service Providers are invited to submit tenders for rates of artisans and their assistants who would work under the supervision and direction of the KOUGA LOCAL MUNICIPALITY Representative when it is required; Service Providers are still responsible for Performance and the Conduct of their personnel.
- 4.3 Materials Handling- When handling materials, care should be taken especially when handling heavy or bulky objects. To reduce the number of injuries caused by the use of incorrect material handling methods the following points should be considered: (a) Use suitable lifting gear wherever possible. (b) No person should attempt to lift more than can be comfortably handled. (c) Wear gloves when possible. Otherwise ensure that the hands on the object are clean and not slippery, and that the object is free from jagged edges, metal shavings, nails, burrs, or splinters. (d) Ensure firm footing and good visibility whilst manoeuvring.
- 4.4 The Client has the right to request missing information from the Service Provider through the appropriate Supply Chain Management procedures during the evaluation process.
- 4.5 Penalty:
  - a. Service providers are also to ensure that all artisans and artisan assistants are supplied with all necessary personal protective equipment (safety clothing/equipment) as identified in a personal protective equipment needs analysis in terms of Legislation. Typical equipment that the Service Provider should provide his/her personnel with is: (a) Hard Hat, (b) Overall, (c) Safety Shoes, (d) Safety Gloves. (e) Goggles. (f) Visors.
  - b. The KOUGA LOCAL MUNICIPALITY accepts no responsibility for failure of this neither will it accept any responsibility for any action by an artisan, which is contrary to any Statutory Law or Regulation.
  - c. In this regard, Contractors are to supply the KOUGA LOCAL MUNICIPALITY with an Indemnity Letter, signed by an authorized person.
  - d. No work is to be carried out by the service provider before the approval of the health and safety file as well as the health and safety orientation has been signed off by the KOUGA LOCAL MUNICIPALITY.

## 5. LEGISLATION AND OBLIGATIONS OF THE CONTRACTOR

### 5.1 STATUTORY REQUIREMENTS

#### 5.1.1 Occupational Health and Safety Act (OHS Act)

Any equipment, where applicable, offered against this Contract Specification and all work carried out shall conform to and comply with the relevant and applicable requirements of the **OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993)** as amended, and/or the regulations framed there-under, as amended.

**In terms of the Construction Regulations as published under the Occupational Health and Safety (OHS) Act, Regulations 4 & 6:**

**Regulation 4**

- *“No client (KOUGA LOCAL MUNICIPALITY) shall appoint a principal contractor (mechanical or electrical) to perform construction work unless the client is reasonably satisfied that the principal contractor which he or she intends to appoint has the necessary competencies and resources to carry out the work safely”.*

**Regulation 6**

- *“The principal contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work”.*

**NOTE: (1).** All costs which might be necessary to comply with these or any other statutory requirements not specifically mentioned, in any way, including the provision of any necessary / suitable equipment / materials shall be allowed for in the tender price and shall be at the cost and for the full account of the successful tenderer (contractor).

**5.1.2 Compensation for Occupational Injuries and Diseases Act (COID ACT)**

The contractor will be expected to familiarise himself/herself with and comply with all the relevant provisions of the **COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (Act 130 of 1993)**, as amended, and/or the regulations framed there-under, as amended.

Successful Tenderers who are allocated work will be required to provide their Compensation Commissioner Registration Number (or that of any agents or sub-contractors) on an Acceptance of Appointment Form, which they will be obliged to sign on behalf of their business undertaking, **before** commencing work.

**5.1.3 Unemployment Insurance Act (UIF)**

The contractor will be expected to familiarise himself/herself with and comply with all the relevant provisions of the **UNEMPLOYMENT INSURANCE ACT (Act 30 of 1996)**, as amended, and/or the regulations framed thereunder, as amended.

**5.1.4 Labour Relations Act (LRA)**

The contractor will be expected to familiarise himself/herself with the content of the **LABOUR RELATIONS ACT (Act 66 of 1995)**, as amended, and/or regulations framed thereunder, as amended, and shall adhere to the Act and regulations in all respects.

**5.1.5 Basic Conditions of Employment Act**

The contractor will be expected to familiarise himself/herself with the content of the **BASIC CONDITIONS OF EMPLOYMENT ACT (Act 75 of 1997)**, as amended, and/or the regulations framed thereunder, as amended, and shall comply with and adhere to the Act and regulations in all respects.

**NOTE:** All costs which might be necessary to comply with these or any other statutory requirements not specifically mentioned, in any way, including the provision of any

necessary / suitable equipment / materials shall be allowed for in the tender price and shall be at the cost and for the full account of the successful tenderer (contractor).

#### **5.1.5.1 EXTENT OF CONTRACTOR'S OBLIGATIONS** **(Applicable for all construction and service contracts)**

The Municipality and the Contractor agree, in terms of the provisions of **Section 37(2) of the OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Act 85 of 1993)**, hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: -

- (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the regulations promulgated in terms of the Act;*
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;*
- (c) 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 Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;*
- (d) The Contractor agrees that any duly authorised officials of the Municipality shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraph (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor;*
- (e) The Contractor shall be obliged to report to the Municipality any investigation, complaint or criminal charge, which may arise as a consequence of the provision of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, of such investigation, complaint or criminal charge.*

### **5. SAFETY CONDITIONS**

#### **5.1 General**

All statutory safety equipment that may be required shall be supplied by the Contractor and it shall be used by his/her workers who must be instructed in its proper use.

The successful tenderer is required to submit a Health and Safety file and such safety file costs shall be included in the rates of schedule of quantities.

The Contractor or sub-contractors shall not carry out any operating or work on Council plant or the electrical reticulation infrastructure unless authorised in writing by the KOUGA LOCAL MUNICIPALITY Representative.

#### **5.2 Competent Persons**

The Contractor shall be required to ensure that all persons involved with lifting operations or working from elevated positions are registered with the Department of Labour as competent persons for the scope of work required of them. Any deviations from this requirement shall be reported to and discussed with the Project Manager/Engineer.

All work operations shall at all times be under the control and direction of a Competent person being the responsible person in terms of the Occupational Health and Safety Act.



The contractor shall at all times be responsible for the safe work operation and total honesty of all the personnel involved on his/her site or area of working.

## 6. REFERENCES

### 6.1 STANDARDS

All modifications and/or work carried out shall, unless otherwise specified, be designed, manufactured, installed, erected, commissioned and tested in accordance with the relevant requirements of the Standards/Codes of Practice listed hereunder:

SANS 01111 Part1: Engineering Drawings General Principle.

**SABS documents shall be superseded by the latest SANS documents**

ISO Standard 8501-1: Preparation of steel substrates before application of paints and related products.

ISO Standard 1461: Hot dip galvanized coatings on fabricated iron and steel articles-specifications and test methods

## 7. SERVICE CONDITION

### 7.1 CLIMATIC

The Contractor shall warrant that all goods are suitable for long and trouble-free service under fully rated conditions in a highly corrosive salt-laden atmosphere at the sea coast, in areas subject to occasional lightning storms, frequent severe wind storms and periods of high humidity and condensation, and high sun temperatures. The ambient temperature ranges are from -5°C minimum to 40°C maximum with a daily average not exceeding 35°C.

## 8. PLANT

The plant, vehicle, equipment and tools to be used by the contractor in the execution of the works shall be of good quality, sound design and modern manufacture of such a type and character as will afford proper facilities for carrying out of the work required expeditiously and in a workman-like manner and shall be maintained in a state of efficiency and shall be suitable for the purpose of which it is to be used.

## 9. ACCOMMODATION OF TRAFFIC

The contractor shall so arrange and conduct his operation as to cause the least possible inconvenience to public traffic either by road or sidewalk.

During the period of construction of the works, the contractor shall be responsible for the safe and easy passage of pedestrians, animal-drawn traffic and vehicular traffic, through or over all sections of public and private roads and access to premises which may be required by law or by the Directorate: Safety and Security or by the Directorate: Infrastructure and Engineering.

## 10. SAFETY

The contractor shall provide flagmen and erect and maintain such directional and danger signs, barriers, barricades, and lights, all as may be required by law and by the Director: Safety and Security Directorate or by the Director: Electro & Mechanical Directorate.

## 11. GUARANTEE – MINIMUM AMOUNT OF WORK

The contractor is required to take note that this contract offers no guaranteed minimum amount of work and that any given project as and when required, may be subdivided into separate sections or phases as required by the Project Manager/Engineer

### C1.3 FORM OF GUARANTEE (PRO FORMA)

#### PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

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

Amount in words: .....

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

Amount in words: .....

Type of Performance Guarantee: Fixed

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

#### CONTRACT DETAILS

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

## **1. FIXED PERFORMANCE GUARANTEE**

- 1.1. Where a fixed Performance Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:**

- 2.1. The Guarantor hereby acknowledges that:
  - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
  - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;
  - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
  - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or
  - 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2.3; and
  - 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5. Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to

- the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 2.2 or 2.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
  - 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
  - 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  - 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
  - 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  - 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
  - 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

<p><b>C1.4      CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)</b></p>
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The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The ..... (day) of ..... (month) ..... (year)

At ..... (place)

It is hereby agreed that the official commencement date of the Contract will be:

The ..... (day) of ..... (month) ..... (year)

**For and on behalf of the Contractor:**

Name .....

Capacity .....

Signature ..... Date: .....

Witness Name .....

Witness Signature ..... Date: .....

<p><b>C2 PRICING DATA</b></p>
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C2.1 Bill of Quantities

## C2.1 BILL OF QUANTITIES

### A4.1 Category: REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS

Notes:

1. Contract Price is **not** subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
2. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

DELIVERY PERIOD, IN WEEKS, FROM DATE OF RECEIPT OF ORDER .....

Name of Bidder: .....

Address: .....

Contact Number: .....

Email Address: .....

Signature of Bidder: .....

Date: .....

# B4.1 PRICING SCHEDULE:

- The tenderer will be required to offer rates for all items specified in the bill and must be able to offer all services as requested. The contract will be evaluated and awarded to a single Tenderer, therefor only service providers that can offer all required services as itemized will be accepted for further evaluation.
- It should be noted that the Municipality reserves the right to compare the rates offered with going market related prices of material and labor offered.
- The tender will be evaluated on the total price of all items multiplied by estimated quantities on all line items. If not quoted on all line items, the tender will be regarded as non-responsive.
- Price to include delivery and offloading in Kouga.
- Total will be used for evaluation, this is a rate based, tender total number of automated disinfection systems to be procured will depend on budget availability.

(a) Item Description	(b) Unit	(c) Estimated Quantity	(d) Unit Price (Excl)	(e) VAT	(f) Unit Price (Incl)	(g) Total Incl Vat CxF
TPR800 Dosing Pump (PVDF seals, wall mount, 2m piping)	Each	<u>12</u>				
ORP14 Sensor with 1.5m cable	Each	<u>12</u>				
Foot Valve with Level Sensor	Each	<u>12</u>				
HDPE Dosing Tank (200 L)	Each	<u>12</u>				
Electrical Installation and Wiring	Lot	<u>12</u>				
Transport and Delivery	Lot	<u>1</u>				
Testing, Commissioning, and Training	Lot	<u>12</u>				
Maintenance (12 months)	Lot	<u>12</u>				
<b>TOTAL (carried to form of offer)</b>						

## Notes:

1. Contract Price is **not** subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
2. The undersigned, who warrants that he /she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



Delivery period, in weeks, from date of receipt of order

.....

Name of Bidder:

.....

Address:

.....

Contact Number: .....

Email Address: .....

Signature of Bidder: .....

Date: .....

<b>C3    SCOPE OF WORK</b>
----------------------------

## C3.1 DESCRIPTION OF THE WORKS

### C3.1.1 EMPLOYER'S OBJECTIVES

Kouga Local Municipality's objectives are to appoint a service provider for the **REQUEST FOR QUOTE (RFQ): AUTOMATED (SCADA) DISINFECTION SYSTEM FOR: WATER AND WASTEWATER PURIFICATION WORKS**

### C3.2 TENDER SPECIFICATION

#### **1. Scope of Work**

The scope includes the **design, supply, delivery, installation, integration, testing, commissioning, and maintenance** of a **fully automated sodium hypochlorite disinfection system** for water purification and wastewater treatment works.

The system must integrate with the existing or new **Supervisory Control and Data Acquisition (SCADA)** system to provide real-time monitoring, control, and safety interlocks for chemical dosing operations.

#### **2. Equipment and Components**

##### ***2.1 Dosing Pumps***

- **Type:** Solenoid-driven metering pump
- **Duty:** Sodium hypochlorite dosing
- **Material of Construction:**
  - Pump Head: PVDF
  - Diaphragm: PTFE
  - Valves: PVDF/Ceramic
  - Seals: FKM (sodium hypochlorite compatible)
- **Mounting:** Wall-mount
- **Accessories:**
  - 2 m suction and discharge piping
  - Injection valve, foot valve with filter
  - Pressure relief and non-return valves.
  - Calibration column (1 L or suitable)
  - Flow verification sensor.

Each pump shall include:

- Local control (start/stop and stroke adjustment)
- Electrical interlock with flow switch or level sensor
- 230 V single-phase supply with surge protection

##### ***2.2 ORP Sensor and Process Monitoring***

- **Type:** Oxidation-Reduction Potential (ORP 14) Sensor
- **Cable Length:** 1.5 m
- **Measurement Range:** -1000 to +1000 mV
- **Material:** PVC or PVDF body, platinum electrode, double junction reference
- **Installation:** Immersion or in-line type with ½" NPT thread
- **Output Signal:** 4–20 mA to PLC.
- **Function:** Provides feedback to automatically control sodium hypochlorite dosing rate via the PLC/SCADA system.

##### ***2.3 Level Sensor and Dry-Run Protection***

- **Component:** Foot valve with integrated **level sensor**
- **Function:** Prevents pump operation under low chemical level or dry-run condition.
- **Type:** Conductivity or ultrasonic level switch
- **Integration:** Signal to PLC for pump cut-out and alarm activation.

##### ***2.4 Dosing Tanks***

- **Material:** UV-resistant HDPE
- **Capacity:** 200 L minimum per dosing pump
- **Fittings:** Suction line, return line, drain valve

- **Accessories:** Graduated level indicator, vented lid, bunded containment

### **2.5 Electrical Works**

- All wiring and installation to comply with **SANS 10142-1**.
- Cable glands, trunking, and labelling included.
- Electrical artisan to perform installation, testing, and certification.
- All equipment to be earthed and protected against lightning and surges.

### **2.6 Transport and Site Handling**

- Contractor to deliver all equipment to the site, handle offloading, and ensure safe transportation and storage.
- Equipment to be transported in accordance with manufacturer guidelines to prevent damage or contamination.

### **2.7 Maintenance and Support**

- Supplier to provide maintenance for a minimum of **12 months** post-commissioning.
- Maintenance to include:
  - Quarterly calibration of ORP and flow sensors
  - Inspection and cleaning of dosing pumps and valves
  - Software/firmware updates to PLC/SCADA
  - Replacement of worn components as required.
- Supply of recommended spares list.

## **3. Standards and Compliance**

All design, materials, and workmanship shall comply with:

- **SANS 241:** Drinking Water Quality Standard
- **SANS 347:** Pressure Equipment Regulations
- **SANS 10142:** Electrical Installations
- **OHS Act (Act 85 of 1993)**
- **DWS Blue & Green Drop Requirements**

## **4. Testing and Commissioning**

- Functional testing of each dosing line and control loop
- Verification of SCADA communication and data accuracy
- Calibration certificates for all instruments
- Operator training and demonstration of full system functionality

## **5. Documentation**

- Detailed as-built drawings (mechanical, electrical, and control)
- Operation & Maintenance manuals
- Spare parts list and maintenance schedule
- Training records and commissioning certificates

## **6. Warranty**

- Minimum 12 months from commissioning.
- Warranty to cover all components, workmanship, and software functionality

## C3.2      PROCUREMENT

### C3.2.1    PREFERENTIAL PROCUREMENT

#### C3.2.1.1 Requirements

Refer to Clauses 5.11.1, 5.11.7 and 5.11.8 of the Tender Data and Form 1G: Form MBD 6: Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (90/10 version) of the Tender Data.

#### C3.2.1.2 Resources Standards pertaining to targeted procurement

Tenders will be evaluated in terms of the Employer's Procurement Points system. The criteria for allocation of procurement points are stated in Clauses 5.11.7 and 5.11.8 of the Tender Data.

### C3.2.2    SUBCONTRACTING

#### C3.2.2.1 Scope of mandatory subcontract works

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15M >, but < R 20 requires Bidder to sub-contract 20% of the value of the project
- d) R 20M >, but < R 30M requires Bidder to sub-contract 25% of the value of the project
- e) R 30M > requires Bidder to sub-contract 30% of the final value of the project

IV. The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

V. The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

VI. Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service providers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

#### C3.2.2.2 Preferred subcontractors / suppliers

Local Emerging Enterprises registered on the Kouga Local Municipality Database and/or nominated by the municipality.

**C3.2.2.3 Subcontracting procedures.**

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

Subcontractors shall comply in full to all aspects of the Contract.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Contractors are required to confirm work performed by SMMEs prior to an invoice being submitted by the SMMEs. Once the SMMEs submit the invoice, the Contractor must pay the SMMEs must within 7 days of receipt of the invoices

Subcontractors shall comply in full, to all aspects of the Contract.

**C3.2.2.4 Attendance on subcontractors**

The Contractor shall guide, assist, advise and mentor the local EE subcontractor/s and guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EE in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

- (i) Planning and programming of the Works.
- (ii) The sourcing, ordering, purchasing, hiring all the necessary Construction Equipment, Materials, tools and accidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
- (iii) Labour relations and employment.
- (iv) Monthly measurements, costing and invoicing.
- (v) General safety, occupational health and safety matters.
- (vi) Functions of civil Employer's Agenting infrastructure, structures, services and systems.
- (vii) Interpreting and understanding the contract.
- (viii) Construction and maintenance methods and procedures.
- (ix) Communication.
- (x) Cash-flow control, submitting invoices and payment certificates.
- (xi) Planning, programming, scheduling, critical path control and acceleration.
- (xii) Maintenance planning.
- (xiii) Material procurement and control.
- (xiv) Risk limitation and management.
- (xv) Quality assurance and procedures.
- (xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
- (xvii) General Conditions of Contract and Contract Data.
- (xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
- (xix) Profit and loss.
- (xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EE and should be so directed as to enable the EE to achieve the successful execution and completion of the respective works.

### **C3.2.3 SANCTIONS**

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal (CPG) outcomes was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D-D_0)}{(100)} \times N_A$$

Where D = tendered Contractor participation goal percentage.

D<sub>0</sub> = the Contract Participation Goal, which the Employer's Representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount of the Tender

P = Rand value of penalty payable.

The penalties will be calculated with each certificate, based on the information provided under the monitoring indicated in clause C3.3.4 below.

### **C3.2.4 MONITORING / REPORTING**

The reporting requirements below will be adhered to.

CPG attainment will be monitored on a monthly basis, and for this the Contractor will supply the relevant information at a time set by the Employer's Agent.

C3.2.4.1 The Contractor shall submit all the documentation required in terms of details of his plan to achieve CPG, compliance with the contract and C3.3.4.2 timeously and, together with his programme of activities, a schedule which indicates clearly the expected commencement and completion dates of work and services to be performed by all the targeted enterprises engaged on the contract for the purpose of securing credits towards the contract participation goal. This schedule shall be updated by the Contractor whenever a change in date occurs.

C3.2.4.2 The Contractor shall prepare and attach to his claim for payment, in a form approved by the Employer, the following:

- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis;
- b) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts and the value of supplies provided or work and services performed (or both) over the period for which payment is claimed in respect of each and every targeted enterprise performing commercially useful functions;

C3.2.4.3 Should random inspections conducted by the Employer's Agent on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this part, the Contractor shall provide, in addition to the requirements of C3.3.4.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the Employer's Agent.

C3.2.4.4 The Employer's Agent shall certify the value of the credits counted towards the contract participation goal whenever a claim for payment is issued to the employer and shall notify the Contractor of this amount.

C3.2.4.5 The Contractor shall, upon completion of each individual targeted enterprise's contract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant

targeted enterprise, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish reasons to the Employer whenever it is not possible to obtain such counter certification.

### **C3.2.5 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED EEs**

#### **C3.2.5.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the EE subcontractor concerned.
- (b) closely monitor all EE subcontracts and issue reasonable warnings when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall give EEs reasonable opportunity to avoid or make good any such contravention.

When taking any disciplinary actions or imposing any penalties provided for in the subcontract, the Contractor shall explain fully that such actions are in accordance with the conditions of subcontract.

Should any dispute arise between the Contractor and an EE, such dispute shall be resolved in accordance with the provisions of the subcontract.

Should an EE subcontractor be terminated, the Contractor shall replace such subcontractor with a local EE subcontractor listed on the KLM database.

#### **C3.2.5.2 Quality of Work and Performance of EE subcontractors**

If, in the opinion of the Employer's Agent, an EE Subcontractor fails to comply with any of the criteria listed below, he/she shall issue a written warning to the Contractor stating all the areas of non-compliance.

- (a) Acceptable standard of work as set out in the subcontract specifications.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Site safety.

The circumstances that may warrant the issue of a written warning are, however, not limited to those listed above.

A copy of the letter of warning shall be forwarded to the Employer.

#### **C3.2.5.3 Issuing of Completion Certificate**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the EE a Certificate of Completion co-signed by the Employer's Agent and a senior representative of the Contractor who has been duly authorised to do so.

#### **C3.2.5.4 Measurement and Payment**

Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the contract (refer Clauses C3.5.1.24 and C3.5.1.25)



