

INFRASTRUCTURE (GCC2015)

PROCUREMENT DOCUMENT: TEMPLATE

DISCLAIMER

Whilst every effort has been taken to ensure that the content of this template is as up to date as possible (as at the version release date), the author(s) accept no responsibility for the legislative compliance of any procurement document produced when using this template.

The final procurement document that is produced should be carefully checked to ensure compliance with Council Policy, Legislation, the Conditions of Tender, the Conditions of Contract, and the specific Contract Specifications.

INSTRUCTIONS

****** DO NOT USE A FILE THAT HAS BEEN USED ON ANOTHER CONTRACT ******

Parts of the template are deleted when compiling a document. A fresh template must be downloaded when compiling a new document.

Ensure that [BOOKMARKS] are turned on on your version of WORD.

Guidance on the use of this template is provided in the COMMENTS pane.

Turn the comments OFF before final printing.

BLACK text: default text (can be edited / deleted if required)

GREEN text: optional text (select as is necessary)

RED text: needs to be carefully considered and edited by the compiler

 (grey boxed text): data input fields

Highlighted text: pay careful attention

Data is entered "semi-automatically" into the document from the data tables.
'Ctrl+A' then 'F9' OR 'Print Preview' is used to insert / update data.

Users can 'jump' between relevant sections in the document using the hyper-links.

An editable (WORD), version of this document must be made available at the BSC meeting.

Data Tables

Data Item	Edit data within (grey) Bookmark Brackets
------------------	--

Contract Details

Contract Number	WS 7427
Contract Title1	Framework Contract for The Services of Specialist Contractors for The Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs Over 36 Months
Date of Issue	April 2022
Estimated CIDB Grading	6 or Higher
CIDB Class of Construction	EB or ME
Tender Charge	N/A

Unit, Employer, and Employer's Agent

Unit Name	Water and Sanitation
Unit Head's Name	Mr Msweli
Department Name	Sanitation Operations: Mechanical and Electrical
(1.1.1.15) Employer Deputy Head of Department	Sanitation Operations
Physical Address (1.2.1.2)	Water and Sanitation Unit, 3 Prior Rd, Durban Central, Durban, 4001
Postal Address (1.2.1.2)	Water and Sanitation Unit, P.O .Box 1038 Durban 4000
Tel (1.2.1.2)	031- 3222763
Fax (1.2.1.2)	
E-Mail (1.2.1.2)	Sibusiso.Vilane@durban.gov.za
(1.1.1.16) Employer's Agent Line Manager / Professionally registered staff member / Consultant (refer 3.1.1)	Ritesh Kandhai (Pr. Cert. Eng.) 05/05/2022 11:44:46
Physical Address (1.2.1.2)	Water and Sanitation Unit, 3 Prior Rd, Durban Central, Durban, 4001
Postal Address (1.2.1.2)	Water and Sanitation Unit, P.O .Box 1038 Durban 4000
Tel (1.2.1.2)	031 311 4875 (t)
Fax (1.2.1.2)	
E-Mail (1.2.1.2)	Ritesh.Kandhai@durban.gov.za
(1.1.1.17) Employer's Agent's Representative	
Tel (1.2.1.2)	
E-Mail (1.2.1.2)	

Clarification Meeting

Type	There will be a compulsory clarification meeting held at Ottawa Water and Sanitation Depot, 2000 Old North Coast Road (opposite the Muslim Cemetery in Woodview/Ottawa) on 6 May 2022, commencing 10h00.All Covid Protocols to Be Observed. Co-Ordinates: 29°40'52.6"S 31°02'08.9"E
------	---

Tender Collection / Delivery

Collection place	N/A
Office hours	N/A
Delivery Place	the Municipal Building, 166 K.E. Masinga Road
Delivery Date	Friday, 3 June 2022
Delivery Time	11:00

THIS PAGE DOES NOT FORM PART OF THE PROCUREMENT DOCUMENT



Documents may be obtained,
free of charge, in electronic format,
from the eTenders website.

Reference is to be made to
Clause F.1.2 of the
Tender Data.

WATER AND SANITATION UNIT
SANITATION OPERATIONS DEPARTMENT
MECHANICAL AND ELECTRICAL BRANCH

PROCUREMENT DOCUMENT
INFRASTRUCTURE

CONTRACT No.: WS 7427

**TITLE: FRAMEWORK CONTRACT FOR THE SERVICES OF SPECIALIST
CONTRACTORS FOR THE DESIGN, CONSTRUCTION,
REFURBISHMENT, REHABILITATION AND ALTERATION OF
WASTE/WATER TREATMENT PLANTS, WASTE/WATER PUMP
STATIONS AND RESERVOIRS OVER 36 MONTHS**

Clarification Meeting: There will be a compulsory clarification meeting held at Ottawa Water and Sanitation Depot, 2000 Old North Coast Road (opposite the Muslim Cemetery in Woodview/Ottawa) on 6 May 2022, commencing 10h00. All Covid Protocols to Be Observed
Co-Ordinates: 29°40'52.6"S 31°02'08.9"E

Issued by:

WATER AND SANITATION UNIT

SANITATION OPERATIONS

MECHANICAL AND ELECTRICAL BRANCH

Date of Issue: April 2022

NAME OF TENDERER:

INDEX

PART		PAGE
TENDER		
T1	TENDERING PROCEDURES	
T1.1	Tender Notice and Invitation to Tender (white)	2
T1.2	Tender Data (pink)	3
T1.2.1	Standard Conditions of Tender	
T1.2.2	Tender Data (applicable to this tender)	
T2	RETURNABLE DOCUMENTS	
T2.1	List of Returnable Documents (yellow)	17
T2.2	Returnable Schedules, Forms and Certificates (yellow)	19
CONTRACT		
C1	AGREEMENT AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance (yellow)	51
C1.1.1	Offer	
C1.1.2	Acceptance	
C1.1.3	Schedule of Deviations	
C1.2	Contract Data (yellow)	64
C2	SCOPE OF WORK	
C2.1	Project Description and Scope of Contract (blue)	67
C2.2	Scope of Work Package Orders (blue)	71
C2.3	Standard Specifications (blue)	72
C2.4	Project Specifications (blue)	73
C2.5	Annexures- Sample of Package Order (blue)	74

PART T1: TENDERING PROCEDURES
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Framework Contracts for the Services of Specialist Contractors for The Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs within the eThekweni Municipality over 36 months, with no guarantee of any quantum of works.

The Employers objective is to establish a panel of Contractors for the Services of Specialist Contractors for The Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs within the eThekweni Municipality. A limited number of Framework Contractors will be entered into (refer to F3.11 of the Tender Data)

(F.1.1.1) The Employer is the eThekweni Municipality as represented by Deputy Head: Sanitation Operations

It is estimated that tenderers should have a CIDB contractor grading designation of 6 EB or ME (or higher).

(F.1.2) Documents can be obtained in electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.

(F.2.7) A Compulsory Clarification Meeting will be held outside the main reception area at Ottawa Water and Sanitation Depot, 2000 Old North Coast Road (opposite the Muslim Cemetery in Wood view/Ottawa) on **6 May 2022**, commencing 10h00. All Covid Protocols to Be Observed

Co-Ordinates: 29°40'52.6"S 31°02'08.9"E

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: Ritesh Kandhai (Pr. Cert. Eng.), 031 3114875(t)

All queries to email by 20 May 2022

All Responses will be consolidated and posted on e-Tenders / Municipal website for the benefit of all tenderers by 26 May 2022

(F.2.13) Tender offers shall be delivered to the Municipal Building, 166 K.E. Masinga Road and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday, 3 June 2022** at or before 11:00

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

- 1) This procurement document.
- 2) Drawings, Bound in Section C3.6 as an Annexure).
- 3) "FIDIC Conditions of Contract for Plant and Design-Build, for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor (Second Edition 2017)", herein after referred to as the "FIDIC Conditions of Contract" and also known as the "Yellow Book "This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekwin Policy documents referenced in the Tender Documents.

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

- <https://ethekwinivendor.durban.gov.za/tenders/availabletenders/> ; or

- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

F.1.4 The employer's agent: The Employer's agent is

- Ritesh Kandhai (Pr. Cert. Eng.)
- Tel: 031 311 4875 (t)
- Email: Ritesh.Kandhai@durban.gov.za

The tenderer's contact details as indicated in the Contract Data under Clause C1.2.2.2 "Data to Be Provided by Contractor" shall be deemed as the only applicable contact details for the tenderer for use in communications between the employer's agent and the tenderer after the closing time stated in the Tender Data.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years.

F.2.1.1 Eligibility: Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6 EB or ME** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing);
- (b) The lead partner has a contractor grading designation in the **EB or ME** class of construction work and has a grading designation of not lower than one level below the required grading designation: and
- (c) The combined contractor grading designation calculated in accordance with the Construction

Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **EB or ME** class of construction work or a x determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.1.1 Eligibility: Only those tenderers who are registered (as “Active”) with the CIDB (at time of tender closing) in a **6 EB or ME** class of construction work, are eligible to have their tenders evaluated.

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

“Documents may be obtained, free of charge, in electronic format, from the National Treasury’s eTenders website or the eThekweni Municipality’s Vendor Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

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

“Addenda will be published, in electronic format, on the National Treasury’s eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until three days before the tender closing time as stated in the Tender Data.”

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

F.2.7 Clarification meeting: There will be a compulsory clarification meeting held at **Ottawa Water and Sanitation Depot, 2000 Old North Coast Road (opposite the Muslim Cemetery in Woodview/Ottawa) on 6 May 2022, commencing 10h00. All Covid Protocols to Be Observed**
Co-Ordinates: 29°40'52.6"S 31°02'08.9"E

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.

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

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

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

- Contract No. : WS 7427
- Contract Title : Framework Contract for The Services of Specialist Contractors for The Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs over 36 Months

The Employer’s address for delivery of tender offers is:
the Municipal Building, 166 K.E. Masinga Road
and placed in the **Tender Box** located in the ground floor foyer.

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

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

- Date : **Friday, 3 June 2022**
- Time : 11:00

F.2.16 Tender offer validity: The Tender Offer validity period is 12 weeks (84 Days) from the closing time

for submission of tenders.

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

CIDB Registration

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

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

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as "Active" at time of tender closing.

Tax Clearance

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

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

B-BBEE Status Level of Contribution

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

Central Supplier Database (CSD)

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda: Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. No public reading of tenders will take place due to COVID 19 Protocols.

F.3.11 Evaluation of Tender Offers: The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

The procedure for the evaluation of responsive tenders is based on functionality.

The minimum number of evaluation points for Functionality is **60**. Tender offers that fail to score the minimum number of points for functionality will be rejected as non-responsive.

F.3.11.9 The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		30
Project Organogram and Experience of Key Staff	Project Manager	5
	Electrical Engineer	5
	Mechanical Engineer	5
	Inst & Control Engineer	5
	Electrical Superintendent	5
	Mechanical Superintendent	5
	Inst & Control Superintendent	5
	Electrical Artisan	5
	Mechanical Artisan	5
	Inst & Control Artisan	5
Construction Methodology & Quality Control		20

Maximum possible score for Functionality (M_s)

100

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

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

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

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

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> • Experience of Tenderer
Project Organogram and Experience of Key Staff	<ul style="list-style-type: none"> • Proposed Organisation and Staffing • Key Personnel • CV's with Experience of Key Personnel
Preliminary Programme	<ul style="list-style-type: none"> • Preliminary Programme
Construction Methodology & Quality Control	<ul style="list-style-type: none"> • Construction Approach, • Methodology, and Quality Control • Schedule of Proposed Subcontractors • Plant and Equipment

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

- **“successfully completed”** implies a project has been completed on time and to specification.
- **“similar nature”** implies projects that will be considered shall be one, or a combination successfully completed contracts within the past 10 years the Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs.
- **“accredited degree / diploma”** implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.
- **“Trade Test”** implies Trade Test Certificate with a Red Seal Issued by the Department of Labour or an accredited body by the Department of Labour
- **eThekwini Electricity Competency Certificates** as issued by eThekwini Electricity Unit's Training Department.

Criterion: Tenderer's Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination successfully completed contracts within the past 10 years involving the Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs.	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>3 to 4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>5 to 6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>6 + projects</u> of a similar nature within the past 10 years.

Criterion: Project Organogram and Experience of Key Staff				
	PROJECT MANAGER	ELECTRICAL ENG	MECHANICAL ENGINEER	INST & CONTROL ENGINEER
Level 0	No information provided OR submission of no substance / irrelevant information provided OR No Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and less than 1 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	No information provided OR submission of no substance / irrelevant information provided OR No Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and less than 1 years' experience as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	No information provided OR submission of no substance / irrelevant information OR No Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and less than 1 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	No information provided OR submission of no substance / irrelevant information OR No Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and less than 1 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 1	Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 1 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution Being registered with ESCA as a Professional . Minimum 1 Year's. Experience. as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 1 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 1 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants
Level 2	Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 2 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution Being registered with ESCA as a Professional Mminimum 2 years' experience. as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 2 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 2 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants

Level 3	Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 4 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution Being registered with ESCA as a Professional Minimum 4 years' experience. as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 4 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 4 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants
Level 4	Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 7 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution Being registered with ESCA as a Professional. Minimum 7 years' experience. as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 7 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 7 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 5	Relevant B.Sc. Degree or B.Tech (or NHD) in civil, mechanical, or electrical engineering from an ECSA accredited tertiary institution and minimum 9 years' experience as Project Manager on projects relating specifically to civil, mechanical, and electrical project management of municipal or industrial wastewater treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution Being registered with ESCA as a Professional. Minimum 9 years' experience. as Electrical Engineer in maintenance and design projects in design, construction installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant BSC Degree, GCC or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 9 years' experience as Mechanical Engineer in maintenance and design projects in design, construction installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc. at municipal or industrial waste/water treatment plants	Relevant BSC Degree, or B-Tech from an ECSA accredited tertiary institution. Being registered with ESCA as a Professional and minimum 9 years' experience as Mechanical Engineer maintenance and design projects in design, construction installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants.

Criterion: Project Organogram and Experience of Key Staff				
	MECHANICAL SUPERINTENDENT	INSTR. & CONTR. SUPERINTENDENT	ELECTRICAL SUPERINTENDENT	ARTISAN ELECTRICIAN
Level 0	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 1	Relevant trade test and minimum 1 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and Minimum 1 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	Relevant trade test and Minimum 1 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 1 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 2	Relevant trade test and minimum 2 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and Minimum 2 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	Relevant trade test and Minimum 2 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 2 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 3	Relevant trade test and Minimum 4 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and Minimum 4 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	Relevant trade test and Minimum 4 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 4 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 4	Relevant trade test and Minimum 7 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants.	Relevant trade test and Minimum 7 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	Relevant trade test and Minimum 7 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.	Relevant trade test and minimum 7 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.

Level 5	Relevant trade test and Minimum 9 years' experience as Mechanical Superintendent in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and Minimum 9 years' experience as Instr & Control Superintendent installing, and maintaining of industrial automation and control systems at municipal or industrial waste/water treatment plants at municipal or industrial waste/water treatment plants,	Relevant trade test and Minimum 9 years' experience as Electrical Superintendent in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 7 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
---------	--	---	---	--

	Criterion: Project Organogram and Experience of Key Staff	
	ARTISAN MECHANICAL	ARTISAN INSTR. & CONTR.
Level 0	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	No information provided OR submission of no substance / irrelevant information OR No Relevant trade test and less than 1 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 1	Relevant trade test and minimum 1 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 1 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 2	Relevant trade test and minimum 2 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants.	Relevant trade test and minimum 2 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 3	Relevant trade test and minimum 4 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 4 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 4	Relevant trade test and minimum 7 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 7 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants.
Level 5	Relevant trade test and minimum 7 years' experience as Artisan Mechanical in installing, and maintaining of mechanical plant and equipment, pumps motors, gearboxes, rotating equipment etc at municipal or industrial waste/water treatment plants	Relevant trade test and minimum 7 years' experience as Artisan Electrician in installing, and maintaining of medium and low voltage electrical networks, medium and low voltage motor control systems and industrial automation and control systems at municipal or industrial waste/water treatment plants..

Criterion: Construction Methodology & Quality Control	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The technical approach / methodology, plant and equipment is poor and gives no relevant information in satisfying the projects objectives Quality control statement is poor with no relevant information
Level 2	The technical approach and/or methodology is less than acceptable and unlikely to satisfy project objectives or requirements. Plant and equipment are unlikely to provide adequate protection of the works. Quality control statement is generic.
Level 3	Brief overview of a site-specific methodology which encompasses all programmed activities in appropriate order and includes staff, plant and equipment resources, including subcontractors if applicable, a brief description of preparatory work, construction processes including finishing works for each activity. Quality control statements are site specific with statements covering required sampling and testing requirements for the programmed activities.
Level 4	The methodology is specifically tailored to address specific project requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the project. The plant and equipment are specifically tailored to the project requirements and are sufficiently adaptable to accommodate changes that may be required during execution Quality control statements are site specific covering required sampling and testing for programmed activities including site specific quality control checklist for programed activities
Level 5	Besides meeting the "above Level 4" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product. Plant and equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Quality control statements are site specific covering required sampling and testing for all programmed activities including site specific quality control checklist for all programed activities

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

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is registered, and “Active”, with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
 - Abused the Employer’s Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (h) If this tender is subject to “Local Content and Production”, the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is ONE (1) plus ONE (1) SOFT COPY of completed bid saved onto a Memory Stick.

The additional conditions of tender are:

ACT.1 Appeals

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

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

ACT.2 Prohibition on awards to persons in the service of the state

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

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

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

ACT.3 Code of Conduct and Local Labour

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

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

ACT.4 Subcontracting as Condition of Contract

For this Framework Contract, a minimum of 30% of the value of the different work packages will be sub-contracted as is feasible to the following designated groups in accordance with eThekweni Municipality's Supply Chain Management Policy:

PART T2: RETURNABLE DOCUMENTS
T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	20
Certificate of Authority	21
Declaration of Municipal Fees	22
Compulsory Enterprise Questionnaire	23
Tax Compliance Status PIN / Tax Clearance Certificate	25
B-BBEE Status Level of Contribution Certificate	26
Verification of CIDB Registration and Status	27
CSD Registration Report	28

Consolidated MBD Documents

	29
MBD2: Tax Clearance Certificate Requirements	
MBD4: Declaration of Interest	
MBD5: Declaration For Procurement Above R10 Million	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content	
MBD8: Declaration of Bidder's Past SCM Practices	
MBD9: Certificate of Independent Bid Determination	

Technical and Evaluation

Experience of Tenderer	37
Proposed Organisation and Staffing	38
Key Personnel	39
Experience of Key Personnel	40
Preliminary Programme	41
Construction Approach, Methodology, and Quality Control	42
Schedule of Proposed Subcontractors	43
Plant and Equipment	44
Contractor's Health and Safety Plan	45
Contractor's Health and Safety Declaration	46

Contractual

Joint Venture Agreements (if applicable)	48
Record of Addenda to Tender Documents	49
Amendments, Qualifications and Alternatives	50
Form of Offer	51

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekweni Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

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

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages 20 to 50.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. WS 7254** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

DECLARATION OF MUNICIPAL FEES

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

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

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

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

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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

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

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

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 in the service of any of the following:

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

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

Insert separate page if necessary

The undersigned, who warrant 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 neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

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

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

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **Error! Reference source not found.** class of construction work.

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: _____ Type of Enterprise: _____

Contractor Name: _____ Registration Date: _____

Trading Name: _____ Expiry Date: _____

Status: _____

Contractor Grades

Grade: _____

Back

Copyright © cidb 2011. All rights reserved
[Website technical enquires contact](#)

01/01/2017

NAME : (Block Capitals)

SIGNATURE : DATE:
 (of person authorised to sign on behalf of the Tenderer)


CSD REGISTRATION REPORT

Reference is made to F.2.23 of the Conditions of Tender.

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

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

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

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:
	<input type="text"/>
	Report Ran By:
	<input type="text"/>

CSD REGISTRATION REPORT

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

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: **"in the service of the state"** means to be:
- a member of –
 - any municipal council;
 - any provincial legislature; or
 - the national Assembly or the national Council of provinces;
 - a member of the board of directors of any municipal enterprise;
 - an official of any municipality or municipal enterprise;
 - an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - a member of the accounting authority of any national or provincial public enterprise; or
 - an employee of Parliament or a provincial legislature.
- "Shareholder"** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- MBD9. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SECTION A: GENERAL ENTERPRISE INFORMATION

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

Page 30

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form 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.
- 2.0 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.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). 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.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 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.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

SECTION C: MBD 4: DECLARATION OF INTEREST

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

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars:		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars:		
3.0	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
4.0	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
7.0	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?	YES	NO
	If yes, furnish particulars:		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents.		

Ref	Description	Complete or Circle Applicable	
SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)			
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.			
1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS		
Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Employer.		
1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name:	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO
The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.		

SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].	

- 1.0 General Conditions
- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

Ref	Description	Complete or Circle Applicable										
1.4	A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.											
1.5	<p>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:</p> $LC = [1 - x / y] * 100$ <p>Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.</p>											
1.6	<p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>											
2.0	Definitions											
2.1	"bid" includes written price quotations, advertised competitive bids or proposals;											
2.2	"bid price" price offered by the bidder, excluding value added tax (VAT);											
2.3	"contract" means the agreement that results from the acceptance of a bid by an organ of state;											
2.4	"designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;											
2.5	"duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).											
2.6	"imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;											
2.7	"local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;											
2.8	"stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and											
2.9	"sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.											
3.0	<p>The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold % % %			
Description of services, works or goods	Stipulated minimum threshold											
..... %											
..... %											
..... %											
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO								
YES	NO											
4.1	<p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <table border="1"> <tr> <td>US Dollar:</td> <td>Pound Sterling:</td> <td>Euro:</td> <td>Yen:</td> <td>Other:</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>	US Dollar:	Pound Sterling:	Euro:	Yen:	Other:						
US Dollar:	Pound Sterling:	Euro:	Yen:	Other:								
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO								
YES	NO											
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor:</p> <p>(b) Practice number: (c) Telephone number: Cell number:</p> <p>(d) Email address:</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>											
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.											

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

IN RESPECT OF BID No:

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
3.0	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? If yes, furnish particulars:	YES	NO

4.0	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? If yes, furnish particulars:	YES	NO
5.0	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 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;
- 5.0 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.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
- 7.0 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - f) bidding with the intention not to win the bid.
- 8.0 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9.0 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.
- 10.0 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.

SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

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

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

[illegible]

NAME :

SIGNATURE :

DATE:

T2: Returnable Documents

PROPOSED ORGANISATION and STAFFING

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

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

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

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

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

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.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

KEY PERSONNEL

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

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

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

Note: CVs of key personnel may be requested during the contract period.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF KEY PERSONNEL

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

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

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

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

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

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

[illegible]

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

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

Quality Control

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

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

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

[illegible]

NAME : (Block Capitals)

T2: Returnable Documents

PLANT and EQUIPMENT

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

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY PLAN

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

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

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

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

Declaration by Tenderer

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

Tenderers are
to Circle Applicable

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....
.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....
.....

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

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

JOINT VENTURES AGREEMENTS

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
 (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
 (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME :

(Block Capitals)

SIGNATURE :
 (of person authorised to sign on behalf of the Tenderer)

DATE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **WS 7427**

Contract Title: **FRAMEWORK CONTRACT FOR THE SERVICES OF SPECIALIST CONTRACTORS FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT, REHABILITATION AND ALTERATION OF WASTE/WATER TREATMENT PLANTS, WASTE/WATER PUMP STATIONS AND RESERVOIRS OVER 36 MONTHS**

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

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

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

R..... (In words)

.....)

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

For the Tenderer:

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

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

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

Capacity (*of Signatory*) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name(*in capitals*) : :

Notes:

* Indicates what information is mandatory.

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.3: SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the FIDIC "Conditions of Contract for Plant and Design-Build, for Electrical And Mechanical Plant, and for Building and Engineering Works, designed by the Contractor (Second Edition, 2017) hereinafter referred to as the **"FIDIC Conditions of Contract for Electrical and Mechanical Plant"** (also known as the "Yellow Book").

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the FIDIC (Second Edition, 2017) , to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the FIDIC (Second Edition, 2017)", to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED WITH THE TENDER

Ref / Clause Number	Data								
1.1.13	Name of Contractor: _____ Physical: _____ Postal: _____ _____ _____ E-Mail: _____ Telephone No: _____								
1.1.27	Defects Notification Period (DNP): To Be Specified in Package Order								
1.1.30	Name of Employer : eThekweni Municipality								
1.1.30	Address of Employer : <table><tr><td><u>Physical</u></td><td><u>Postal</u></td></tr><tr><td>133 KE Masinga Road</td><td>PO Box 1038</td></tr><tr><td>Durban</td><td>Durban</td></tr><tr><td>4001</td><td>4000</td></tr></table> Email: Sibusiso.Vilane@durban.gov.za Telephone: 031-322 2763	<u>Physical</u>	<u>Postal</u>	133 KE Masinga Road	PO Box 1038	Durban	Durban	4001	4000
<u>Physical</u>	<u>Postal</u>								
133 KE Masinga Road	PO Box 1038								
Durban	Durban								
4001	4000								
1.1.35	Name of Engineer: Ritesh Kandhai								
1.1.35	Address of Engineer :								

**Ref / Clause
Number**

Data

<u>Physical</u>	<u>Postal</u>
133 KE Masinga Road	PO Box 1038
Durban	Durban
4001	4000

- 1.1.37 Exceptional Event” means an event or circumstance as defined in Sub-Clause 18.1 [Exceptional Events].
- 1.1.52 Local Currency : Shall be 100% South Africa ZARs
- 1.1.86 Time for Completion : 1095 days (36 Months)
- 1.3 Agreed methods of electronic transmission: e-mail communication will be acceptable.
- 1.4 Law : Laws and Acts of South Africa
- 1.4 Language: The ruling language and the language for communication will be English.
- 1.9 Period for notification of errors, faults or other defects in the employer 's requirements is 42 Days.
- 2.1 Right of Access to Site: On the commencement date; work to be commenced immediately upon hand-over of the site to the Contractor.
- 4.2 Performance Security / Guarantee: As per the table of the amount tendered by the successful tenderer, to be provided within 14 days after the Employer has informed the Contractor, in writing, that his tender has been accepted, but in any case, before signing of the Form of Acceptance and the Schedule of Deviations in the Form of Offer and Acceptance.

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

Value of Package Order (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	7% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

- 5.1 General Design Obligations: The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by designers who:
- (a) are engineers or other professionals, qualified, experienced, and competent in the disciplines of the design for which they are responsible.
 - (b) comply with the criteria (if any) stated in the Employer's Requirements; and
 - (c) are qualified and entitled under applicable Laws to design the Works

Errors in the Employers Requirements : Period for notifying unforeseeable errors, faults and defects in the Employer's requirements: 42 days

Ref / Clause Number	Data
5.2	<p>Contractor's Documents: The Contractor's Documents shall comprise the documents:</p> <ul style="list-style-type: none"> (a) specified in the Employer's Requirements. (b) required to satisfy all permits, permissions, licenses and other regulatory approvals which are the Contractor's responsibility under Sub-Clause 1.13 [Compliance with Laws]; and (c) described in Sub-Clause 5.6 [As-Built Records] and Sub-Clause 5.7 [Operation and Maintenance Manuals].
5.3	<p>Contractor's Undertaking: The Contractor undertakes that the design, the Contractor's Documents, the execution of the Works and the completed Works will be in accordance with:</p> <ul style="list-style-type: none"> (a) the Laws of the Country; and (b) the documents forming the Contract, as altered, or modified by Variations.
5.4	<p>Technical Standards and Regulations: The Contractor's Documents, the execution of the Works and the completed Works (including defects remedied by the Contractor) shall comply with the Country's technical standards, building, construction and environmental Laws, Laws applicable to the product being produced from the Works, and other standards specified in the Employer's Requirements, applicable to the Works, or defined by applicable Laws.</p>
5.5	<p>Training: The Contractor shall carry out training of employees of the Employer (and/or other personnel identified in the Employer's Requirements) in the operation and maintenance of the Works, and any other aspect of the Works, to the extent specified in the Package Order</p>
5.6	<p>As-Built Records: The Contractor shall prepare, and keep up to date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed by the Contractor.</p>
5.6	<p>Operation and Maintenance Manuals: The Contractor shall prepare, and keep up to date, a complete set of operation and maintenance manuals for the Works (the "O&M Manuals" in these Conditions).</p>
5.7	<p>Design Error : If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's design and/or the Contractor's Documents, they and the Works shall be corrected in accordance with Sub-Clause 7.5 [Defects and Rejection].</p>
5.8	<p>Labor Laws: The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment (including wages and working hours), health, safety, welfare, immigration and emigration, and shall allow them all their legal rights The Contractor shall require the Contractor's Personnel to obey all applicable Laws, including those concerning health and safety at work.</p>

Ref / Clause Number	Data
6.4	<p>Working Hours: No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <ul style="list-style-type: none"> (a) otherwise stated in the Contract. (b) the Engineer gives consent; or (c) the work is unavoidable or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately give a Notice to the Engineer with reasons and describing the work required. <p>Normal Working Hours: From 07h30 to 16h00. In the event of emergency callouts, a 24-hour standby is required, seven days per week.</p>
6.5	<p>The non-working days are Saturdays and Sundays</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> 1) All statutory holidays as declared by National or Regional Government. 2) The year-end break that commences on the first working day after 15 December. Work resumes on the first working day after 5 January of the next year.
8.3	Number of additional paper copies of programmes will be 2
8.8	Delay damages: To Be Specified in Package Order
8.8	Maximum amount of delay damages : To Be Specified in Package Order
13.4(b)	Provisional sums : Percentage adjustment n/a
13.7	<p>Adjustments for changes in cost: Escalation shall be in accordance with SEIFSA Table C (index of Actual Wage Rates). Any other escalation shall be negotiated with the Employer on the basis of SEIFSA indices and AA rates.</p> <p>The base month is: July (to coincide with SEIFSA adjustments)</p>
13.7	The adjustments for changes in cost shall be determined using SEIFSA Indices and Formulae to determine the amount of the variation of the Contract price, as follows:

Ref / Clause Number	Data
13.7	<p>(i) <u>For Manufacturing Portion of the Contract</u></p> <p>(a) 24% of the Contract price shall be adjusted in accordance with the price indices applicable in "Table G" "Mechanical Engineering Materials" at the closing date of the tender and 2 months prior to the quoted delivery date.</p> <p>(b) 21% of the Contract price shall be adjusted in accordance with the price indices applicable in "Table G" "Electrical Engineering Material" at the closing date of the tender and 2 months prior to the quoted delivery date.</p> <p>(c) 45% of the Contract price shall be adjusted in accordance with the price indices applicable in "Table C.3" "Actual Labour Cost" for hourly paid employees at the closing date of the tender and 2 months prior to the quoted delivery date.</p>

13.7

(ii) For Installation Portion of the Contract

90% of the Contract price shall be adjusted in accordance with the price indices applicable in "Table C.3(a)" "Actual Labour Cost (Field Force)" for hourly paid employees at the closing date of the tender and during the last month of the quoted installation period.

Any application for an adjustment of the Contract price shall be accompanied by calculations, duly certified, showing how the adjustment has been derived.

In the event of the dates for delivery or erection extending beyond the tendered dates plus any extensions of time granted in terms of the Conditions of Contract, the price adjustment factors calculated in accordance with the formulae above shall not exceed those applying at the due dates for delivery or erection as the case may be.

Any billed items in the Preliminary and General section which do not fall into either the manufacturing or installation categories for the purpose of calculating the Contract price adjustment, as above, are to be dealt with in the following manner:

- (1) determine the ratio of manufacturing to installation portions for items as tendered.
- (2) apply the ratio from (1) above to the value of the billed items in the Preliminary and General Section which are not categorizable.

Escalation factors, given as equations are as follows:

- Manufacturing (supply and delivery) factor:

$$f_m = 0,45 \frac{(L_i - L_o)}{L_o} + 0,24 \frac{(M_i - M_o)}{M_o} + 0,21 \frac{(E_i - E_o)}{E_o}$$

- Installation (installation and commissioning) factor:

$$f_i = 0,9 \frac{(L_i - L_o)}{L_o}$$

Where: M_o , L_o , L_i and M_i , E_i , E_o are commencement date indices and completion date indices respectively for the relevant escalation period.

Note: Adjustments for changes in cost will not be applicable to imported items of plant and equipment. However, consideration will be given to payment for exchange rate variation as per the Clause below.

Adjustment for Changes in Cost due to Exchange Rate Fluctuation.

- (i) Where the goods are imported, the Contractor shall within 21 days of the notification of acceptance of his tender arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange, exercising due care in consultation with the said bankers to ensure that the forward exchange is taken out on such terms as will provide the best possible exchange rate. The Contractor shall notify the Employer as soon as possible regarding the rate which has been fixed on such forward exchange.

Ref / Clause Number	Data
	An increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of tenders and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Employer. Upon the failure of the Contractor to arrange cover aforesaid, the Contractor shall be liable for any such increase or decrease in the basic rate of exchange occurring beyond thirty days of notification of tender acceptance.
14.2	Currencies and proportions: SA ZARs, 100%
14.2.2	Advance Payment : To Be Specified Package Order in
14.3(iii)	Retention : To Be Specified in Package Order
14.3(iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount): To Be Specified in Package Order
14.5(b)(i)	Plant and Materials for payment when shipped
14.5(c)(i)	Plant and materials for payment when delivered to the Site
14.6	Minimum amount of interim payment certificates: To Be Specified in Package Order
17.2(d)	Forces of nature, the risks of which are allocated to the Contractor- Rainfall, lightning, flooding (incl. flooding of sewer system), wind, heat, humidity or cold.
19.1	Periods for submission of insurance: (a) Evidence of insurance: 14 days (b) Relevant policies: 30 days
19.2.1 (a)	The Works – The contractor shall insure and keep insured in the joint names of the Contractor and the employer from the Commencement Date until the date of the issue of the Taking Over Certificate for the Works.- To Be Specified in Package Order
19.2.1 (b)	Goods - The Contractor shall insure, in the joint names of the Contractor and the Employer, the Goods and other things brought to Site by the Contractor to the extent specified and/or amount stated in the Contract Data (if not specified or stated, for their full replacement value including delivery to Site) .- To Be Specified in Package Order
19.2.2	Liability for breach of professional duty to the extent that the Contractor is responsible for the design of part of the Permanent Works under Sub-Clause 4.1 [Contractor's General Obligations], and/or any other design under the Contract, and consistent with the indemnities specified in Clause 17 [Care of the Works and Indemnities]: Minimum amount of insurance: To Be Specified in Package Order

Ref / Clause Number	Data
19.2.3	Contractor and the Employer, against liabilities for death or injury to any person, or loss of or damage to any property (other than the Works) arising out of the performance of the Contract and occurring before the issue of the Performance Certificate, other than loss or damage caused by an Exceptional Event. The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and the Employer as separate insureds. Such insurance shall be affected before the Contractor begins any work on the Site and shall remain in force until the issue of the Performance Certificate and shall be for not less than the amount stated in the Contract Data (if not stated, the amount agreed with the Employer). Minimum amount of insurance: To Be Specified in Package Order
19.2.4	Injury to employees: The Contractor shall affect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising out of the execution of the Works in respect of injury, sickness, disease or death of any person employed by the Contractor or any of the Contractor's other personnel.
19.2.5	Other insurances required by Laws and by local practice The Contractor shall provide all other insurances required by the Laws of the countries where (any part of) the Works are being carried out, at the Contractor's own cost. Other insurances required by local practice (if any) shall be detailed in the Contract Data and the Contractor shall provide such insurances in compliance with the details given, at the Contractor's own cost.
21.2	Appointment entity (official) for the DAAB member shall be the Head Water and Sanitation

PARTICULAR CONDITIONS

The Particular Conditions are:

Sub-Clause 1.13 Compliance with Laws

Add the following paragraph after 1.13 (b):

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

Sub-Clause 4.12 Rights of Way and Facilities

Add the following:

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Sub-Clause 5.1 Design

DESIGN SERVICES AND ACTIVITY MATRIX

Component	Responsible	Input information provided by
Overall Process	Employer	
Basic Engineering and preliminary design of Electrical, Mechanical, Instrumentation & Control, SCADA, Civil and Process Infrastructure	Employer	
Detailed design and drawing of Electrical, Mechanical, Instrumentation & Control, SCADA Civil and Process Infrastructure	Contractor	Employer
Temporary works	Contractor	
As-built drawings	Contractor	
Operation and Maintenance manuals	Contractor	
Monthly operations reports (during operations period)	Contractor	
Wayleaves	Contractor	

Sub-Clause 8.1 Commencement of Work

Add the following:

The **documentation required** before commencement of Works are:

- **Health and Safety Plan (refer to Clause 4.8)**
- **Initial programme (refer to Clause 8.3)**
- **Performance Security (refer to Clause 4.2)**
- **Insurance (refer to Clause 19)**

The **time to submit the documentation** required before commencement of Work is **14 days**.

Sub-Clause 8.5(c) Extension of Time for Completion

Abnormal Climatic Conditions (Rain Delays) - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Engineer will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Engineer as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

The **non-working days** are **Saturdays and Sundays**.

The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

Sub-clause 11.10 Unfulfilled Obligations

Replace the following words in the second paragraph,

“occurring more than two years after expiry of the DNP”

With the following

“occurring more than **five** years after expiry of the DNP

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

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

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30 %** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

PART C2: SCOPE OF WORK

	PAGE
C2.1 Project Description and Scope of Contract	67
C2.2 Scope of Works in Package Orders	71
C2.3 Standard Specifications	72
C2.4 Project Specifications	73
C2.5 Annexure: Sample Package Order	74

C2.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C2.1.1 Description of Works

1.1 Employers' objectives

eThekwini Water and Sanitation Unit's objective is to put in place a number of framework agreements for a range of commonly encountered goods, services and works, which can be readily accessed in order to make a significant contribution to meeting objectives relating to improvements in reliable water services and access to sustainable sanitation services.

eThekwini Water and Sanitation Unit's objective in entering into a framework contract over a three year term with specialised contractors for The Design And Construction, Refurbishment, Rehabilitation And Alteration Of Waste/Water Treatment Plants, Waste/Water Pump Stations And Reservoirs, on an as and when instructed basis, is to secure the services of specialist contractors capable of serving the needs for such services within all the wards in the eThekwini Municipality.

A Unit or Department of the Employer requiring services falling within the scope of a Framework Contract, may, following the preparation of a Package Order in accordance with the Employer's procurement procedures open competition amongst all Contractors having a Framework Contract, and who are eligible in terms of their CIDB grading (as determined by the agent's Package Order estimate), by inviting all such Contractors to submit quotations for a Package Order in terms of standardised documentation approved by the Bid Specification Committee and in accordance with the Framework Contract.

The value of works Package Orders will vary according to the scope of works included within and will be within the following CIDB 6 EB or ME or higher contractors grading categories.

Calls for quotations for a Package Order shall be invited in accordance with the latest edition of the CIDB Standard Conditions of Tender, FIDIC Conditions of Contract for Plant and Design-Build (Yellow Book 2017) and the Package Order shall be issued to the Contractor whose submission scores the highest number of tender evaluation points.

Contractors can only be issued with Package Orders to provide the services within the term of the Framework Contract. Package Orders may, however, have a completion date which extends beyond the term of the Framework Contract.

The Package Orders shall indicate who the Employer's Engineer is. The Employer's Engineer is fully empowered to act on behalf of the Employer for the services covered by the Package Order. The Employer's Engineer will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

The Package Orders will provide details of the precise nature of the services required and any task specific requirements. Additional Quality Criteria relevant to nature of the services required may be included in the call for quotations for a Package Order.

Values of Package Orders will be determined by the scope of the works contained within.

Contractors will not be eligible for the award of further Package Orders until the value of remaining work issued

under prior Package Order(s), is less than 200% of the upper limit value of their CIDB grade.

1.2 Extent of the Scope of works and services

The services over the term within the boundaries of the eThekweni region may include:

- a) The Design, Construction, Refurbishment, Rehabilitation and Alteration of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs. This will include the design, manufacture, installation, commissioning of standby power (generators)
The specialist contractor may be required to subcontract the design and construction services to a suitably experienced consultant
- b) The specialist contractor may be requested to tender for emergency maintenance work that may result from unforeseen circumstances in the operation of the Water and Sanitation unit.
- c) The specialist contractor must investigate and assess all environmental implications associated with the refurbishment or upgrade work by utilising the advice of specialist environmental consultants. To this extent, all applicable environmental authorisations in terms of the National Environmental Management Act (Act 107 of 1998), the National Water Act (act 36 of 1998), the Integrated Coastal management Act (Act 24 of 2008), and other relevant environmental legislation, must be obtained by specialist environmental consultants. The contractor may be required to subcontract the specialist environmental services to a suitably experienced consultant.
- d) The specialist contractor will be required to perform conditional assessment of Waste/Water Treatment Plants, Waste/Water Pump Stations and Reservoirs

1.3 Location of the works

The works shall be located within in any ward within the eThekweni Municipality or as stated in the Package order

2 General requirements

2.1 Management requirements

2.1.1 The Contractor shall in Providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.1.2 The Contractor shall, where design services are required, manage the implementation of packages from stage 3 and onwards in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

2.2 Construction requirements

2.2.1 The Contractor shall only incorporate in the works materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and

b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

2.2 The construction of elements of buildings that are the subject of National Building Regulations shall, unless otherwise indicated on the construction drawings or elsewhere specified in the Scope of Work associated with a Package Order, be in accordance with the relevant provisions of the corresponding part of SANS 10400, The Application of National Building Regulations.

NOTE: Sub-regulation A14(1)(a) (Construction) of the National Building regulations requires that the construction of any building or element shall be such that the building or element as constructed does not compromise the design intent of any design solution that satisfies the requirements of a functional regulation." This sub-regulation is deemed to be satisfied if such construction satisfies the requirements of the relevant Part of SANS 10400. SANS 10400 establishes construction rules typically by reference to the SANS 2001 construction standards.

2.3 Design requirements

The Subcontractor appointed by the Contractor to provide design services shall:

- a) observe in the provision of the services all relevant statutes, by-laws and associated regulations, the provisions of National Treasury's Standard for Infrastructure Procurement and Delivery Management, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations; and
- b) provide the services in accordance with the relevant provisions of the Standard Scope of Professional Services associated with the delivery of a Package as a project leader, lead designer, designer, cost consultant and supervising agent.

3 Management

3.1 General

The Contractor shall:

- a) provide a fortnightly progress report covering work which is the subject of a Package Order.
- b) be required to participate in regular progress meetings with the others

3.2 Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the OHS Act and in conjunction with the OHS Policies of the eThekweni Municipality.

3.3 Completion strategy

3.3.1 The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

3.3.2 The completion strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

3.4 Programme

The additional information to be shown on the programme are the dates for submission of end of stage deliverables associated with the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management.

5 Procurement

5.1 Promotion of secondary (developmental) procurement objectives

5.1.1 The Contractor shall achieve in the execution of a Package Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

5.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

6 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created, and employment of local labour specified in a Package Order.

7 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by eThekweni Water and Sanitation Unit

8 Issuing of Package Orders

The Employer will issue Package Orders in accordance with the latest edition of the CIDB Standard Conditions of Tender and the Package Order shall be issued to the Contractor whose submission scores the highest number of tender evaluation points.

9 Invoices

Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

10 Vendor registration

The Contractor shall complete vendor registration forms before the first assessment date. Such forms and the submission requirements shall be obtained from the Employer.

C2.2 Scope of Works in Package Orders

The following will be covered in detail as part of the Scope of Works for each individual Package Order:

- Scope of Work
- Programme, Method of Work,
- Services (general)
- Services (specific)
- Management of the Environment
- Occupational Health and Safety
- Preferential Procurement

C2.3: STANDARD SPECIFICATIONS

The following will be covered in detail as part of the Scope of Works for each individual Package Order:

C2.2.1 This section specifies general requirements of electric equipment and the installation thereof. It is to be read in conjunction with the various Electrical, Mechanical, Instrumentation SCADA and control, Technical Specifications which have precedence in the event of conflict.

C2.2.1 Equipment and methods of installation shall comply with the latest edition and/or amendment of:

- a. Act No. 85 Occupational Health and Safety Act.
- b. SANS 10142-1 Code of Practice for the wiring of premises. LV Installations
- c. SANS 10142-2 Code of Practice for MV Installations
- d. Relevant SANS specifications and codes of practice.
- e. Relevant BSI specifications and codes of practice in the absence of published SANS documents.
- f. Relevant IEC specifications and codes of practice in the absence of published SANS and BSI documents

C2.4: PROJECT SPECIFICATIONS

The Project specification will be detailed in the Package Order.

C2.5: ANNEXURE A

SAMPLE PACKAGE ORDER