

**AMATOLA WATER**

**PANEL FOR SERVICE PROVIDERS TO PROVIDE TESTING, INSPECTION, MAINTENANCE, REPAIRS AND SERVICING OF LOW VOLTAGE MOTOR CONTROL AND PROTECTION EQUIPMENT, LOW VOLTAGE MOTORS AND ELECTRICAL DISTRIBUTION EQUIPMENT FOR AMATOLA WATER PUMP STATIONS AND WATER TREATMENT WORKS FOR THREE (3) YEARS ON AD-HOC BASIS**

**BID NUMBER:AW2025/26/09**

**CIDB GRADING: 2EP OR HIGHER**

**AMATOLA WATER BOARD**



**Contact Person with SCM related queries: Ms. Namhla Ndlamla**

[\(nndlamla@amatolawater.co.za\)](mailto:nndlamla@amatolawater.co.za)

<b>Name of the Bidder:</b>			
<b>Bid Amount (Vat inclusive):</b>			
<b>Bidder Address:</b>			
<b>Email Address:</b>			
<b>Contact Number:</b>	<b>Tel:</b>	<b>Cell:</b>	<b>Fax:</b>
 <p><b>Physical Address:</b> Amatola House 6 Lancaster Road Vincent 5247</p> <p><b>Postal Address:</b> Private Bag X 3 Vincent 5217</p>		<p><b>Email:</b> <a href="mailto:aw@amatolawater.co.za"><u>aw@amatolawater.co.za</u></a></p> <p><b>Fax:</b> +27 (0) 43 707 3701</p> <p><b>Tel:</b> +27 (0) 43 707 3700</p> <p><b>Web:</b> <a href="http://www.amatolawater.co.za"><u>www.amatolawater.co.za</u></a></p>	

**TENDER CONTENTS**

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**THE TENDER**

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**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

**TENDER PART 1 (OF 2): TENDERING PROCEDURES**

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T1.1: TENDER NOTICE AND INVITATION TO TENDER



**BID NO.: AW2025/26/09**

**PANEL FOR SERVICE PROVIDERS TO PROVIDE TESTING, INSPECTION, MAINTENANCE, REPAIRS, AND SERVICING OF LOW VOLTAGE MOTOR CONTROL AND PROTECTION EQUIPMENT, LOW VOLTAGE MOTORS AND ELECTRICAL DISTRIBUTION EQUIPMENT FOR AMATOLA WATER PUMP STATIONS AND WATER TREATMENT WORKS FOR THREE (3) YEARS ON AD-HOC BASIS**

**TENDER NOTICE AND INVITATION TO TENDER**

Amatola Water Board is a state-owned, South African water utility established in November 1997 and is mandated to render water services to water sector institution/ns, to local government and other customers in the Eastern Cape.

Amatola Water derives its primary mandate from the Water Services Act, No. 108 of 1997 and is, in terms of the Public Finance Management Act (PFMA), Act 1 of 1999, Schedule 3B, a National Government business entity, which reports to the Executive Authority, represented by the Minister of Water and Sanitation through the Department of Water and Sanitation (DWS).

Amatola Water invites capable service providers to provide testing, inspection, maintenance, repairs and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment on pump stations and water treatment works for three years on ad-hoc basis.

Bid Number	Project Description	CIDB Grading	Closing date
AW2025/26/09	<b>Panel of Service Providers to provide testing, inspection, maintenance, repairs and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment on pump stations and water treatment works for three (3) years on ad-hoc basis</b>	2EP or higher	15 May 2026 at 11H00

Panel of Service Providers to provide testing, inspection, maintenance, repairs, and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment

Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading **2EP or higher**.

### **COMPULSORY BID CLARIFICATION MEETING**

A compulsory clarification meeting with representatives of the employer will be held onsite no.17 Grant Davis Drive, Nahoon Dam - Boathouse on **Wednesday, 29 April 2026 at 11:00am, Co-ordinates @ 32°54'43.86"S 27°48'32.08"E**. Bidders who arrive 15 minutes later to the venue, will not be allowed to join the meeting.

Prospective tenderers should read the tender document prior to the meeting. Participants who are attending the briefing are to be duly authorised to attend the clarification meeting on behalf of the tenderer. Those parties arriving more than 15 minutes after the actual commencement of the briefing will not be allowed to sign the Attendance Register and Returnable Schedule A2. Prospective tenderers that do not attend the compulsory clarification meeting will not be allowed to tender and will be viewed as non-compliant.

### **BID CONDITIONS**

- a) Specific Goals will be used as the preference mechanism in accordance with the November 2022 Preferential Procurement Policy Framework Regulations (PPFR) principles shall apply, whereby submissions will be evaluated according to the provisions of the Regulations. Refer to SBD 6.1 for further details.
- b) Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of a tender.
- c) Tenders which are late, incomplete, unsigned or submitted electronically will not be accepted.
- d) All tenders are to remain valid for a period of 120 days from the closing date of the submission.
- e) In terms of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts- August 2019.

## **EVALUATION CRITERIA**

- The 80/20 preference points system as prescribed in the Preferential Procurement Regulations, 2022, will be applied to evaluate all bids.
- Bids received will be evaluated based on the Mandatory Requirements listed on the Tender Data

## **BID PUBLICATION**

An open competitive bidding process is to be followed. A bid invitation will be published in the National newspaper/platforms, regional newspaper, Amatola Water website, CIDB website and National Treasury Website(e-tender). Bid documents shall be downloaded for free from the Amatola Website ([www.amatolawater.co.za](http://www.amatolawater.co.za)) on **Wednesday, 22 April 2026 at 09:00am**.

The bid closing date will be 21 days (3 weeks) after the publication date. The closing date will be on **Friday 15 May 2026 at 11:00am**. The Bid documents are to be deposited in Amatola Water's Tender Box, 6 Lancaster Road, Vincent, East London. The bid submissions will be opened by Amatola Water officials shortly after the closing time. Bid offer results will be published on to Amatola Water Website from the closing date.

## **BID SUBMISSION**

The original completed bid documents and all supporting documents (in a separate file) must be submitted in a sealed envelope or parcel endorsed with the Bid Number and Bid Description as detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box located in the reception area of Amatola House, 6 Lancaster Rd, Vincent, East London, prior to the closing date and time specified above. The bid submissions will be opened in public shortly the closing time.

## **BID ENQUIRIES**

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to: Ms. Namhla Ndlamla ([nndlamlam@amatolawater.co.za](mailto:nndlamlam@amatolawater.co.za)) and Mr. Mazwi Mkile ([mmkile@amatolawater.co.za](mailto:mmkile@amatolawater.co.za))

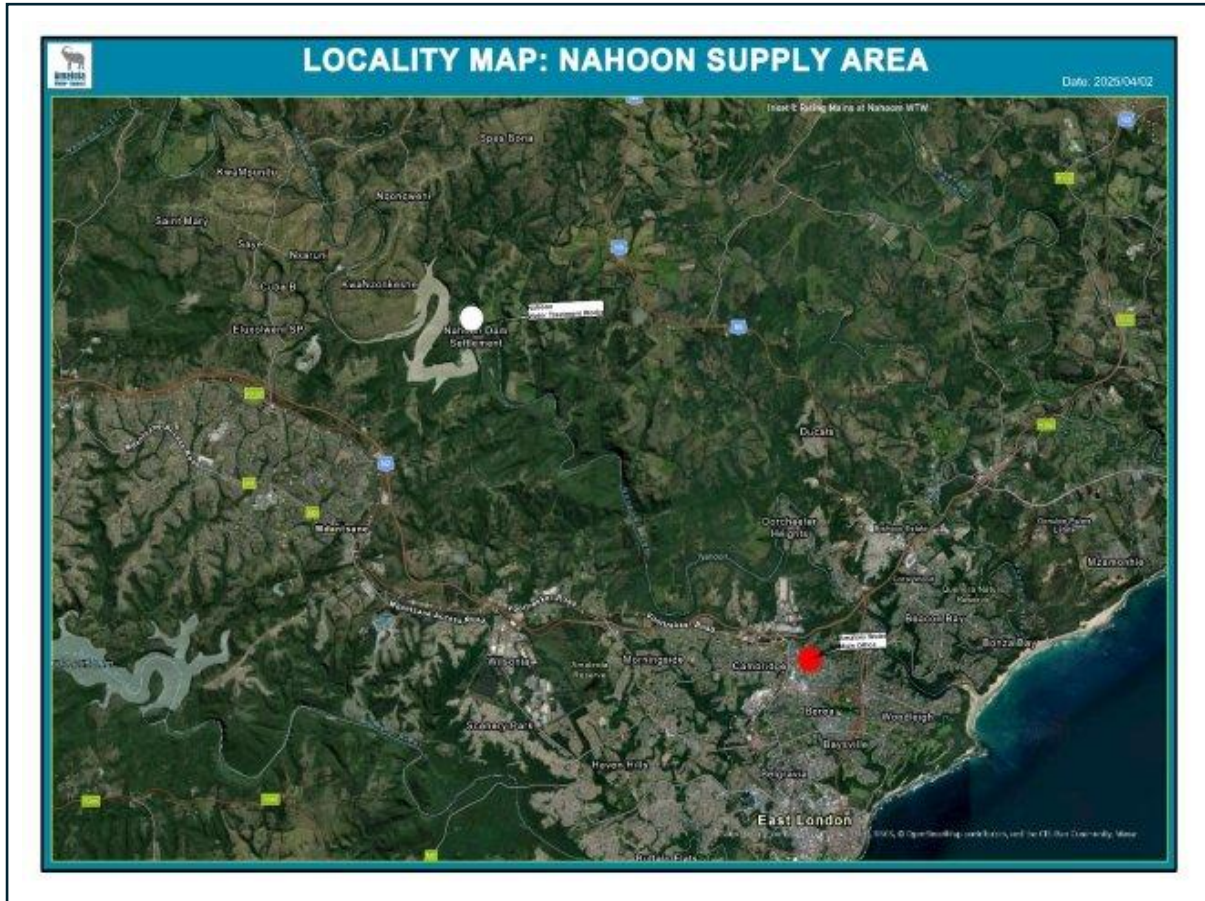
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Ms. Lindokuhle Nzoyi

Acting Chief Executive

### T1.1.1 LOCALITY PLAN: CLARIFICATION MEETING VENUE

Tenderers will meet the Employers Representative at Nahoon Dam Water Treatment Works in the Eastern Cape at the date and time stipulated on the General Tender Information page for the compulsory clarification meeting. Nahoon dam is located at coordinates 32°54'39"S 27°48'40"E approximately 20km from Vincent East London



Panel of Service Providers to provide testing, inspection, maintenance, repairs, and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment

**T 1.2: TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see [www.cidb.org.za](http://www.cidb.org.za)).

<https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>. The standard conditions of the 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 the tender data and the standard conditions of tender. Each item of data given below is cross-referenced to the clause marked “C” in the above-mentioned Standard Conditions of Tender.

No.	Clause No.	Tender Data
	<b>C.1</b>	<b>GENERAL</b>
<b>1</b>	<b>C.1.1</b>	<b>Actions</b>
	C.1.1.1	The “Employer” is “ <b>Amatola Water</b> ” The Employer’s domicilium citandi et executandi (permanent physical business address) is: Amatola House Head Office, Amatola House 6 Lancaster Road Vincent 5247, <b>East London</b> .  The Employer’s address for communication relating to this project is: Private Bag X 3 Vincent 5217 <b>East London</b> .
	C.1.1.2	The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer’s Supply Chain Management Policy (SCM Policy’). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy
<b>2</b>	C.1.2	The Tender Document for this Contract comprises the following: <ol style="list-style-type: none"> <li>1) Standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time.</li> <li>2) General Conditions of Contract for Construction Works (GCC 2025) Fourth Edition 2025 published by the South African Institute of Civil Engineering (SAICE)</li> <li>3) The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2022).</li> </ol>

No.	Clause No.	Tender Data
		<p>4) The Occupational Health and Safety Act No 85 of 1993 and Amendment Act No 181 of 1993</p> <p><b><u>ISSUED TO TENDERERS:</u></b></p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b>                      T1.1: Tender Notice and Invitation to Tender                      T1.2: Tender Data</p> <p><b>Part T2: Returnable Documents</b>                      T2.1: Schedule for Returnable Documents                      T2.2: Returnable Documents</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b>                      C1.1: Form of Offer and Acceptance                      C1.2: Contract Data                      C1.3: Form of Guarantee                      C1.4: Adjudication                      C1.5: Occupational Health and Safety Agreement                      C1.6: Tenderer’s Direct Participation of Targeted Labour</p> <p><b>Part C2: Pricing Data</b>                      C2.1: Pricing Instructions                      C2.2: Bill of Quantities                      C2.3: Summary Page Bill of Quantities</p> <p><b>Part C3: Scope of Works</b>                      C3.1: Description of the Works                      C3.2: Engineering                      C3.3: Procurement                      C3.4: Construction Part A: Standard Specifications                      C3.4: Construction Part B: Variations to Standard Specifications                      C3.4: Construction Part C: Particular Specifications                      C3.5: Management                      C3.6: Health and Safety Requirements and Procedures</p> <p><b>Part C4: Site Information Book of Drawings</b>                      Volume 1 is deemed the “Returnable Document” which must be returned to the Employer in terms of submitting a tender offer.</p>
3	C.1.3	<p><b>Interpretation</b></p> <p><i>Delete the clause and replace with the following</i></p>

No.	Clause No.	Tender Data
	C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
	C.1.3.2	These conditions of the tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender
4	C.1.4	<p><b>Communication and Employer's Agent</b>  <i>Add the following to the end of Clause C.1.4:</i>                      Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to Contractors by its Manager: Supply Chain Management or his nominee</p>
5	C.1.5  C.1.5.1	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p>An employer may, prior to the award of the tender, cancel if –</p> <ul style="list-style-type: none"> <li>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation:</li> <li>b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>c) no acceptable tenders are received.</li> <li>d) There is material irregularity in the tender process.</li> </ul> <p>The Employer's Representative is:                      Name: Mr. Mazwi Mkile                      Address: AMATOLA WATER                      Vincent, East London, 6 Lancaster Road,                      EAST LONDON                      5217                      Tel: 043 707 3700                      E-mail: mmkile@amatolawater.co.za</p>
6	C.1.6  C.1.6.1	<p><b>Procurement procedures</b></p> <p><b>General</b></p> <p>The purpose of this bid is for Amatola Water to establish a panel of contractors to provide testing, inspection, repairs, maintenance and servicing of motor control and protection equipment, low voltage motors and electrical distribution equipment on pump stations and water treatment works for a period of three (3) years</p> <p>A contract will be concluded with bidders who in terms of the mandatory requirements for the bid are deemed responsive and have the necessary company experience and personnel as set out in the compliance requirements for the bid.</p>

No.	Clause No.	Tender Data
		<p>The work to be carried out shall include testing, repairs, maintenance, supply of low voltage motor protection and control equipment, low voltage motors and low voltage switchgear. The work amongst the successful bidders will be allocated on a rotational basis from the highest scoring bidder to the lowest upon meeting all specified requirements.</p> <p>The Service provider is required to deploy the same team members provided during the submission of the bid. In the event or case where those proposed team members are unavailable, the Bidder must provide team members with qualifications and experience similar or higher.</p> <p>Following the appointment of the responsive and compliant Bidders, AW will utilise the established panel for a period of three years as follows:</p> <ul style="list-style-type: none"> <li>• The User Departments will request the Service Provider from the approved panel to visit the site for an assessment prior to submission of a quotation.</li> <li>• Upon receipt of quotations for the specific identified task, the End User department shall assess the submissions received in conjunction with Supply Chain Management Unit.</li> <li>• The allocation and distribution of work to the panel will be done in a manner that is fair, equitable, transparent, competitive, and cost-effective following the applicable National Treasury regulation and prescripts starting with the highest point scorer.</li> <li>• The number of identified tasks allocated to the Bidder in the panel will be monitored to ensure that work is distributed in a fair, equitable, transparent, competitive, and cost-effective manner. The allocation in a cycle will be as equitable as possible in terms of value of works not number of projects.</li> <li>• The following cycle of allocation shall be in terms of performance, therefore well performing service providers shall be prioritised in order to ensure that the programme meets the performance targets as set out by the Funder.</li> <li>• The service providers will be required to submit reports detailing the services/maintenance, and/or repairs done on the equipment.</li> <li>• No bidder will be allocated works/services that are beyond their CIDB grading limit as mandated by SFU (CIDB) 2019.</li> </ul>
	<b>C.1.6.2</b>	<p><b>Competitive negotiation procedure</b></p> <p><i>Add the following to C.1.6.2.1:</i></p> <p>A competitive negotiation procedure will not be followed.</p>
	<b>C.1.6.3</b>	<p><b>Proposal procedure using the two-envelope system</b></p> <p><i>Add the following to C.1.6.3 and C.1.6.3.1:</i></p> <p>A two-envelope system will not be followed.</p>
	<b>C.1.6.4</b>	<p><b><i>Add the following after C.1.6.3.2.2</i></b></p> <p>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</p> <p>The provisions above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.</p>
<b>7</b>	<b>C.2</b>	<b>Tenderer's Obligations</b>

Panel of Service Providers to provide testing, inspection, maintenance, repairs, and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment

No.	Clause No.	Tender Data
8	<p><b>C.2.1</b></p> <p>C.2.1.1</p> <p>C.2.1.2</p>	<p><b>Eligibility</b></p> <p><i>Delete the clause and replace it with the following:</i> Tenderers must submit a tender offer that complies in all aspects to the conditions detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions shall be declared responsive.</p> <p>Add the following after C.2.1.2: Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared eligible.</p>
	<p>C.2.1.3</p> <p>C.2.1.3.1</p> <p>C.2.1.3.2</p>	<p>Only those tenders that satisfy the following criteria will be declared eligible:</p> <p><b>Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenderers who are registered (as “Active”) with the CIDB (at time of tender closing and award), 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, but not less than <b>2EP</b> or higher class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1) Every member of the joint venture is registered (as “Active”) with the CIDB (at the time of tender closing).</li> <li>2) The lead partner has a contractor grading designation in the EP class of construction work and has a grading designation of not lower than one level below the required grading designation.</li> <li>3) The value of work to be undertaken by each partner must be within their CIDB grading limit.</li> <li>4) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</li> <li>5) Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to</li> </ol>

No.	Clause No.	Tender Data
		<p>permit a full appraisal of its functioning.</p> <p>6) The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and show clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.</p>
	C.2.1.2.2	<p><b>Attendance of Compulsory Clarification Meeting</b></p> <p>Only Tenderers who have attended the compulsory clarification meeting and who have signed the attendance register at the compulsory Clarification Meeting will be eligible to submit a tender offer. A walkabout at Nahoon Water Treatment Works will be conducted by Amatola Water Representatives with interested bidders.</p>
	C.2.1.2.3	<p><b>Further Compulsory Documents to be submitted with Tender Submission</b></p> <p>In addition to all the documents relating to a to below and all other documents requested in Section T2.2 (Returnable Documents), it is further required that copies of the following current and valid company certificates be provided:</p> <ol style="list-style-type: none"> <li>1) Letter of Good Standing from Compensation Commissioner (COID) or Compensation Insurer.</li> <li>2) Letter of Good Standing from Department of Labour (UIF).</li> <li>3) Registration with the Department of Labour as an Electrical Contractor</li> </ol> <p>In the case of Joint Ventures, the above shall be provided for each JV Partner.</p> <p>The above documents shall be included in the Supporting Documents file.</p>
	C.2.1.2.4	<p><b>Compliance with requirements of Amatola Water SCM Policy and procedures</b></p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ol style="list-style-type: none"> <li>a) Completion of the Compulsory Enterprise Questionnaire.</li> <li>b) Completion of the Form of Offer and Acceptance.</li> <li>c) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorizing the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).</li> <li>d) A signed copy of the partnership / joint venture / consortium agreement to be provided.</li> <li>e) SBD 4 - Bidder's Disclosure</li> <li>f) The tenderer is not an advisor or consultant contracted with the Employer (prior to the award of the tender).</li> </ol>
	C.2.1.2.5	<p><b>National Treasury Central Supplier Database Registration</b></p> <p>Only Tenderers who are currently registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderer's CSD registration number. Tenderers who are not registered are not</p>

No.	Clause No.	Tender Data						
		<p>precluded from submitting bids but must be registered prior to the Contract Award.</p> <p>In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.</p> <p>Tenderers who wish to register as service providers on the CSD can register online at <a href="https://secure.csd.gov.za/Account/Register">https://secure.csd.gov.za/Account/Register</a>.</p> <p>For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700</p>						
	C.2.1.2.6	<p><b>Tenderer's Tax Clearance Certificate</b></p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS).</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.</p>						
	C.2.1.2.7	<p><b>Capability Requirement and Compliance Verification</b></p> <p>In order to be considered for a contract in terms of this Tender, tenderer must comply with the capability requirements stated below:</p> <table border="1" data-bbox="443 967 1394 1711"> <thead> <tr> <th data-bbox="443 967 772 1025">Criteria</th> <th data-bbox="772 967 1394 1025">Description of requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1025 772 1151">Company's experience on the previous completed projects</td> <td data-bbox="772 1025 1394 1151">Five (5) completed projects or maintenance work orders on low voltage motor control and protection over the past ten (10 years)</td> </tr> <tr> <td data-bbox="443 1151 772 1711">Key personnel or human resources and organisational structure</td> <td data-bbox="772 1151 1394 1711"> <p>Qualification and work experience for the Maintenance Manager and Specialist Artisan</p> <p><b>Maintenance Manager:</b> Five (5) years' project experience or maintenance works orders on low voltage motor control and protection. National Diploma in Electrical Engineering or BTech in Electrical Engineering or BSc in Electrical Engineering or BEng in Electrical Engineering with Professional registration with ECSA as Pr. Techni. Eng, or Pr. Eng. or Pr. Tech. Eng.,</p> <p><b>Specialist Artisan:</b> Trade Tested and Five (5) years' project experience or maintenance works orders on low voltage motor control and protection equipment</p> </td> </tr> </tbody> </table> <p><b>NB:</b> If the above proposed individuals are not available at the time of <b>AWARD</b>, it is the <b>CONDITION OF AWARD</b> requirement that equally qualifying or better key staff must be made available for the execution of this contract.</p>	Criteria	Description of requirements	Company's experience on the previous completed projects	Five (5) completed projects or maintenance work orders on low voltage motor control and protection over the past ten (10 years)	Key personnel or human resources and organisational structure	<p>Qualification and work experience for the Maintenance Manager and Specialist Artisan</p> <p><b>Maintenance Manager:</b> Five (5) years' project experience or maintenance works orders on low voltage motor control and protection. National Diploma in Electrical Engineering or BTech in Electrical Engineering or BSc in Electrical Engineering or BEng in Electrical Engineering with Professional registration with ECSA as Pr. Techni. Eng, or Pr. Eng. or Pr. Tech. Eng.,</p> <p><b>Specialist Artisan:</b> Trade Tested and Five (5) years' project experience or maintenance works orders on low voltage motor control and protection equipment</p>
Criteria	Description of requirements							
Company's experience on the previous completed projects	Five (5) completed projects or maintenance work orders on low voltage motor control and protection over the past ten (10 years)							
Key personnel or human resources and organisational structure	<p>Qualification and work experience for the Maintenance Manager and Specialist Artisan</p> <p><b>Maintenance Manager:</b> Five (5) years' project experience or maintenance works orders on low voltage motor control and protection. National Diploma in Electrical Engineering or BTech in Electrical Engineering or BSc in Electrical Engineering or BEng in Electrical Engineering with Professional registration with ECSA as Pr. Techni. Eng, or Pr. Eng. or Pr. Tech. Eng.,</p> <p><b>Specialist Artisan:</b> Trade Tested and Five (5) years' project experience or maintenance works orders on low voltage motor control and protection equipment</p>							
9	C.2.2 C.2.2.1	<p><b>Cost of tendering</b></p> <p>Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and</p>						



No.	Clause No.	Tender Data
	C.2.10.4	<p>Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.</p>
16	C.2.11	<p><b>Alterations to Documents</b></p> <p><b>Add the following:</b></p> <p>In the event of an error having been made on the price schedule, it shall be crossed out in non-erasable ink and shall be accompanied by an initial of each signatory to the Tender at each and every price alteration.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and shall not be considered.</p> <p>The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”</p>
17	C.2.12	<p><b>Alternative Tender Offers</b></p> <p>Alternative tender offers will <b>not</b> be considered.</p>
	C.2.13	<p><b>Submitting a Tender Offer</b></p>
	C.2.13.3	<p><i>Add the following to C.2.13.3 at the end of the first sentence:</i></p> <p>Parts of each tender offer communicated on paper shall be submitted as original and all supporting documents. No duplicate copy is required.</p>
	C.2.13.4	<p><i>Add the following to C.2.13.4:</i></p> <p>Only authorized signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3.</p> <p>In the case of a <b>COMPANY</b> submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE / CONSORTIUM</b> submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p>

No.	Clause No.	Tender Data
	C.2.13.5	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p><b>Bid box at the</b></p> <p>Amatola House, 6 Lancaster Rd, Vincent, East London, 5200</p> <p><b>Identification Details:</b></p> <p><b>CONTRACT NUMBER: AW2025/26/09</b></p> <p><b>PANEL FOR SERVICE PROVIDERS TO PROVIDE TESTING, INSPECTION, MAINTENANCE, REPAIRS, AND SERVICING OF LOW VOLTAGE MOTOR CONTROL AND PROTECTION EQUIPMENT, LOW VOLTAGE MOTORS AND ELECTROCAL DISTRIBUTION EQUIPMENT FOR AMATOLA WATER PUMP STATIONS AND WATER TREATMENT WORKS FOR THREE (3) YEARS ON AD-HOC BASIS</b></p>
	C.2.13.6	This tender will follow a competitive selection procedure (two-envelop system will not apply)
	C.2.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
	C.2.13.8	<p><i>Add the following after C.2.13.9:</i></p> <p>By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.</p>
18	C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>The tenderer is required to provide all the data or information as requested below:</p> <ol style="list-style-type: none"> <li>1) All the documents and schedules listed under T2.1: Returnable Schedules required for tender evaluation purposes</li> <li>2) All the documents and schedules as listed under T2.3: Returnable Schedules that will be incorporated in the Contract.</li> </ol> <p>Should a Tenderer not provide all of the above-mentioned data or information, the Tenderer will be considered non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar construction works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Constructions Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.</p>

No.	Clause No.	Tender Data
19	C.2.15	<p><b>Closing Time</b></p> <p>Add C2.15.3</p> <p>The closing time for submission of bid offers is as stated in the Tender Notice and Invitation to Tender. No tender offers will be accepted after closing time stated in the Tender Date.</p>
20	C.2.16 C.2.16.1  C.2.16.2	<p><b>Tender Offer Validity</b></p> <p><i>Add the following to C.2.16.1 after the first sentence:</i></p> <p>The tender offer validity period is 120 calendar days. If the expiry date coincides with a Saturday, Sunday or public holiday, the validity will expire at close of business on the first working day following the non-working or special non-working day.</p> <p><i>Delete the clause and replace it with the following:</i></p> <p>Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer. Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.</p>
21	C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p><i>Add the following to C.2.17 at the end of the third sentence:</i></p> <p>A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.</p>
22	C.2.18 C.2.18.1	<p><b>Provide other material</b></p> <p><i>Delete the following word in C.2.18.1:</i></p> <p>Notarized</p> <p>Any additional information requested under this clause must be provided within <b>five (5) working days</b> of date of request.</p>
	C.2.18.2	<p>Add the following after C.2.18.2:</p> <p>Tenderers shall fully co-operate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.</p> <p>Failure to fully cooperate could result in a tender being declared as non-responsive.</p>
	C.2.18.3	<p><b>Compliance with Occupational Health and Safety Act, 85 of 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with his tender, appended to Health and Safety Plan in Schedule B5, T2.1: Returnable Schedules, a draft Health and</p>

No.	Clause No.	Tender Data																		
		Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.																		
23	C.2.19	<p><b>Specific Goals</b></p> <p><i>Add the following after the first sentence:</i></p> <p>The tenderer is required to submit the following:</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated below. Points for each Specific Goal shall only be awarded where clear documentary evidence of meeting each respective Specific Goal is submitted.</p> <p>Points will be allocated as follows:</p> <table border="1"> <thead> <tr> <th>80/20 System: The specific goals allocated points in terms of this tender</th> <th>Number of points allocated</th> <th>Number of points claimed</th> </tr> </thead> <tbody> <tr> <td>HDI (51% or more black ownership)</td> <td>8</td> <td></td> </tr> <tr> <td>Black women (51% or more women ownership)</td> <td>3</td> <td></td> </tr> <tr> <td>Black youth (51% or more youth ownership)</td> <td>3</td> <td></td> </tr> <tr> <td>People with disability (20% or more disabled people ownership)</td> <td>2</td> <td></td> </tr> <tr> <td>Locality (Enterprise within the Eastern Cape)</td> <td>4</td> <td></td> </tr> </tbody> </table>	80/20 System: The specific goals allocated points in terms of this tender	Number of points allocated	Number of points claimed	HDI (51% or more black ownership)	8		Black women (51% or more women ownership)	3		Black youth (51% or more youth ownership)	3		People with disability (20% or more disabled people ownership)	2		Locality (Enterprise within the Eastern Cape)	4	
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24	C.2.20	<p><b>Amendments, Alterations and Qualifications</b></p> <p><i>Add the follow new clause after C.2.23.2</i></p> <p>No amendments, alterations or qualifications to the tender document will be accepted. Any such changes will result in the tender submission being declared non-responsive</p>																		
25	C.2.21	<p><b>Remuneration</b></p> <p>Add the following new clause: Accept that successful tenderers shall pay their workers a remuneration not less than that recommended and regulated by the National Bargaining Council for the Electrical Industry of South Africa (NBCEI)</p>																		
26	C.3	<p><b>The employer's undertakings</b></p>																		
	C.3.1	<p><b>Respond to requests from the Tenderer</b></p> <p><i>Replace the following wording...</i></p>																		

No.	Clause No.	Tender Data
		five (5) working days with seven (7) working days
27	C.3.2	<p><b>Issue Addenda</b></p> <p><i>Amend C.3.2 as follows:</i></p> <p>Change “three (3)” working days to read “five (5)” working days.</p> <p><i>Add the following to C.3.2, at the end of the paragraph:</i></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p> <p>The Employer or his Agent shall not be held liable or responsible for non-receipt of any Addenda issued (and consequent rejection of tender submitted) where communication of such Addenda using the supplied contact e-mail address fails for whatever reason.</p>
28	C.3.4	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened on the <b>same day at tender close at Amatola House, 6 Lancaster Rd, Vincent, East London.</b></p>
29	C.3.5	<p><b>Two-Envelope System</b></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>
30	C.3.6	<p><b>Grounds for Rejection and Disqualifications</b></p> <p><i>Add the following to the end of C.3.7:</i></p> <p>Tenderers will be disqualified if:</p> <ul style="list-style-type: none"> <li>a) Any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector; and</li> <li>b) If, from information given in the completed Compulsory Enterprise Questionnaire, the Employer considers that there is a potential conflict of interest which may potentially compromise the tender process.</li> </ul>
31	C.3.7	<p><b>Test for Responsiveness</b></p> <p><i>Add the following after C.3.8.1</i></p> <p>Bid evaluation process will be based on the steps below and qualified tenderers may be subject to negotiations of the most acceptable or market-related rates.</p> <p><b>STEP 1: DETERMINE COMPLETENESS OF TENDER OFFER</b></p> <ul style="list-style-type: none"> <li>▪ Tender submissions will be screened to identify schedules and requested documents that are incomplete or have not been submitted.</li> <li>▪ Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender including the following:</li> </ul>

		<ul style="list-style-type: none"> <li>○ Eligibility (C.2.1)</li> <li>○ Pricing the tender offer (C.2.10.3)</li> <li>○ Alterations to documents (C.2.11)</li> <li>○ Submitting a tender offer (C.2.13)</li> </ul> <ul style="list-style-type: none"> <li>▪ SBD4 Bidder Disclosure</li> <li>▪ Tender offers will be declared non-responsive should they fail to comply with any one of the requirements of the above.</li> <li>▪ Non-responsive Tender Offers will not be further evaluated.</li> </ul> <p><b>STEP 2: CAPABILITY REQUIREMENTS AND COMPLIANCE</b></p> <ul style="list-style-type: none"> <li>▪ Tender submissions will be assessed to determine whether or not the documents submitted provide sufficient evidence to demonstrate minimum compliance with the capability requirements set out in the Tender Data.</li> <li>▪ The minimum capability requirements cover two areas: <ul style="list-style-type: none"> <li>○ Tenderer’s experience</li> <li>○ Key Staff qualifications and experience</li> </ul> </li> <li>▪ Failure to meet any one of the minimum capability requirements will result in the tender offer being declared non-responsive.</li> <li>▪ Non-responsive Tender Offers will not be further evaluated.</li> </ul> <p><b>Capability Compliance Requirement</b></p> <ul style="list-style-type: none"> <li>▪ Bidders should demonstrate the company experience on low voltage motor control and motor protection equipment</li> <li>▪ The minimum compliance requirements for the bid are as follows:</li> </ul> <table border="1" data-bbox="453 1368 1391 1955"> <thead> <tr> <th data-bbox="453 1368 754 1458">Criteria</th> <th data-bbox="754 1368 1027 1458">Required Documents</th> <th data-bbox="1027 1368 1391 1458">Criteria Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="453 1458 754 1955">Demonstrate the company experience on low voltage motor control and motor protection equipment</td> <td data-bbox="754 1458 1027 1955">                     Completion certificates/Practical Completion Certificate.                       Reference letters and approved Purchase Orders for maintenance work orders will be required                 </td> <td data-bbox="1027 1458 1391 1955">                     The number of successfully completed projects or maintenance work orders is as follows:                       Five (5) completed projects or maintenance work orders on low voltage motor control and motor protection equipment over the past ten (10) years                 </td> </tr> </tbody> </table>	Criteria	Required Documents	Criteria Description	Demonstrate the company experience on low voltage motor control and motor protection equipment	Completion certificates/Practical Completion Certificate.  Reference letters and approved Purchase Orders for maintenance work orders will be required	The number of successfully completed projects or maintenance work orders is as follows:  Five (5) completed projects or maintenance work orders on low voltage motor control and motor protection equipment over the past ten (10) years
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No.	Clause No.	Tender Data									
		<p><b>Key Personnel or Human Resources and Organizational Structure</b></p> <ul style="list-style-type: none"> <li>▪ Key personnel/resource is defined as the key personnel within the employ of the company, with the required qualification, experience and registration in the required field, that will be responsible for executing and taking responsibility for the works as defined in the scope of works at the time of appointment.</li> <li>▪ Certified academic qualifications certificates and a CV showing relevant experience only for each personnel required must be provided. Bidders should only submit the minimum required personnel as per the table above. It is not necessary to show the full staff complement of the bidder. The CV of the proposed personnel must only show the relevant experience per role. Failure to comply to the requirements of the CV will render the bidder as non-responsive in terms of this requirement.</li> <li>▪ Bidders must support the key personnel with an organizational structure, clearly indicating the role of the personnel in the company.</li> </ul> <table border="1" data-bbox="453 891 1399 1928"> <thead> <tr> <th data-bbox="453 891 743 1016">Criteria</th> <th data-bbox="743 891 928 1016">Required Key Personnel</th> <th data-bbox="928 891 1399 1016">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="453 1016 743 1928"> <p>Key Personnel: Technical Qualifications and Experience</p> <p>(Company Organogram to be attached, clearly showing the role of the nominated official. Bidders are to utilize the CV format template provided.)</p> <p>All professionals. registrations are to be fully active throughout the procurement process and panel period.</p> </td> <td data-bbox="743 1016 928 1682">Maintenance Manager</td> <td data-bbox="928 1016 1399 1682"> <p><b>Minimum requirements for qualification and experience are as follows:</b></p> <ul style="list-style-type: none"> <li>▪ National Diploma in Electrical Engineering or B-Tech in Electrical Engineering or BSc in Electrical Eng or BEng in Electrical Engineering or higher</li> <li>▪ Must be professionally registered with ECSA (Pr. Eng. or Pr. Tech Eng. or Pr. Techni. Eng).</li> <li>▪ Five (5) years' experience on testing and servicing of low voltage motor control and motor protection equipment</li> </ul> </td> </tr> <tr> <td data-bbox="453 1682 743 1928"></td> <td data-bbox="743 1682 928 1928">Electrical Artisan</td> <td data-bbox="928 1682 1399 1928"> <p><b>Minimum requirements for qualification and experience are as follows:</b></p> <ul style="list-style-type: none"> <li>▪ Have an Electrical Qualification from accredited Institution (N3 or higher)</li> </ul> </td> </tr> </tbody> </table>	Criteria	Required Key Personnel	Description	<p>Key Personnel: Technical Qualifications and Experience</p> <p>(Company Organogram to be attached, clearly showing the role of the nominated official. Bidders are to utilize the CV format template provided.)</p> <p>All professionals. registrations are to be fully active throughout the procurement process and panel period.</p>	Maintenance Manager	<p><b>Minimum requirements for qualification and experience are as follows:</b></p> <ul style="list-style-type: none"> <li>▪ National Diploma in Electrical Engineering or B-Tech in Electrical Engineering or BSc in Electrical Eng or BEng in Electrical Engineering or higher</li> <li>▪ Must be professionally registered with ECSA (Pr. Eng. or Pr. Tech Eng. or Pr. Techni. Eng).</li> <li>▪ Five (5) years' experience on testing and servicing of low voltage motor control and motor protection equipment</li> </ul>		Electrical Artisan	<p><b>Minimum requirements for qualification and experience are as follows:</b></p> <ul style="list-style-type: none"> <li>▪ Have an Electrical Qualification from accredited Institution (N3 or higher)</li> </ul>
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	Electrical Artisan	<p><b>Minimum requirements for qualification and experience are as follows:</b></p> <ul style="list-style-type: none"> <li>▪ Have an Electrical Qualification from accredited Institution (N3 or higher)</li> </ul>									

Panel of Service Providers to provide testing, inspection, maintenance, repairs, and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment

No.	Clause No.	Tender Data			
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 50%;"> <ul style="list-style-type: none"> <li>▪ Must have a Trade Test Certificate in Electrical Engineering</li> <li>▪ Five (5) years' experience in testing and servicing of low voltage motor control and motor protection equipment</li> </ul> </td> </tr> </table> <ul style="list-style-type: none"> <li>▪ Failure to meet any one of the minimum capability requirements will result in the Tender Offer being declared non-responsive.</li> <li>▪ Non-responsive Tender Offers will not be further evaluated.</li> </ul> <p><b>STEP 3: APPLICATION OF PPPFA - PRICE AND SPECIFIC GOALS</b></p> <p>The Preferential Procurement Policy Framework Act (PPPFA) and Regulations will apply. The 80/20 scoring system is applicable to this tender.</p>			<ul style="list-style-type: none"> <li>▪ Must have a Trade Test Certificate in Electrical Engineering</li> <li>▪ Five (5) years' experience in testing and servicing of low voltage motor control and motor protection equipment</li> </ul>
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	C.3.8	<p><i>Add the following after C.3.8.2:</i></p> <ul style="list-style-type: none"> <li>a) The Tender offer does not meet the minimum Capability requirements stated in the Tender Data.</li> <li>b) If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.</li> </ul>			
32	<p><b>C.3.9</b></p> <p>C.3.9.1</p>	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>Add the following after clause C.3.9.2</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive</p>			
33	C.3.10	<b>Clarification of a tender offer</b>			

No.	Clause No.	Tender Data
		<p><i>Delete the clause and replace it with the following:</i></p> <p>The Employer may, after the closing date, request additional information or clarification from the tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.</p>
34	C.3.11	<p><b>Evaluation of Tender Offers</b></p> <p>The tenders will be evaluated in three stages as follows:</p> <ul style="list-style-type: none"> <li>a) Completeness of Tender Offer</li> <li>b) Achieving minimum capability requirements</li> <li>c) PPPFA</li> </ul>
35	C.3.12	<p><b>Acceptance of tender offer</b></p> <p><i>Delete C.3.13 and replace it with the following):</i></p> <p>Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:</p> <p><i>Delete C.3.13 a) and replace with the following):</i></p> <ul style="list-style-type: none"> <li>a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer’s procurement,</li> </ul> <p>If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tender(s).</p>
36	C.3.13	<p><b>Provide copies of the contract</b></p> <p><i>Add the following after the first sentence:</i></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one</p>
	C.3.14	<p><b>General</b></p> <p>Tenders will be evaluated in terms of the Amatola Water procurement policy.</p> <p>The Employer reserves the right to contact references and make enquiries to determine the Tenderer’s competence, reliability, experience, reputation, and capability to perform the work.</p>
37	C.3.15	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>
38	C.3.16	<p><b>Negotiations with preferred tenderers</b></p> <p><i>Add the following after C.3.17</i></p> <p>The Employer may negotiate or benchmark the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiations:</p> <ul style="list-style-type: none"> <li>a) Does not allow any preferred tenderer a second or unfair opportunity.</li> <li>b) Is not to the detriment of any other tenderer; and</li> <li>c) Does not lead to a higher price than the tender as submitted</li> </ul>

No.	Clause No.	Tender Data
		<p>Minutes of such negotiations shall be kept for record purposes</p> <p>The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.</p>
39	C.3.17	<p><b>Additional Conditions of Tender</b></p> <p>The additional conditions of tender are:</p>
	C.3.17.1	<p>Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993.</p> <p>The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.</p>
	C.3.17.2	<p><b>Claims Arising after Submission of Tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the specification or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) Inspected the specification and read and fully understood the Conditions of Contract.</li> <li>2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>3) Attended a compulsory clarification meeting, carefully examined typical conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the specification, Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> </ol>

No.	Clause No.	Tender Data
		<p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>
	C.3.17.3	<p><b>Imbalance in Tendered Rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
	C.3.17.4	<p><b>The Curriculum Vitae for Key Personnel</b></p> <p><i>Refer to C.2.1.2.5.</i></p> <p>Curriculum Vitae's (CV's) and certified proof of qualification must be attached to the returnable schedules B3.</p>
	C.3.17.5	<p>The Tenderer accepts that the successful Tenderer, including his/her subcontractors and EME's or QSE's, shall pay his/her workers a remuneration not less than that recommended and regulated by the National Bargaining Council for the Electrical Industry failing which Amatola Water reserves the right to terminate the Contract.</p>

Five (5) completed projects or maintenance work orders on low voltage motor control and motor protection within the last 10 years by completing the table.

Employer's Name, Contact person and telephone number	Assignment / Project	Value of work inclusive of VAT (Rand)	Start Date (DD/MM/YYYY)	Completion Date (DD/MM/YYYY)	Project Duration
Employer's Name:					
Contact Person:					
Contact Number:					
Employer's Name:					
Contact Person:					
Contact Number:					
Employer's Name:					
Contact Person:					
Contact Number:					
Employer's Name:					

Panel of Service Providers to provide testing, inspection, maintenance, repairs, and servicing of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment

Contact Person:					
Contact Number:					

Name of Tenderer..... Date.....

Signature..... Position.....

Full Name of Signatory.....

**T 1.3: STANDARD CONDITIONS OF TENDER**

CIDB STANDARD CONDITIONS OF TENDER (August 2019 edition) As published in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019.

*\* Note that should there be any discrepancies between this reproduction and the original document, the contents of the original document will prevail.*

**C.1 GENERAL**

**C.1.1 Actions**

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

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

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

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

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

## **C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

## **C.1.3 Interpretation**

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

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

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

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

## **C.1.4 Communication and Employer's Agent**

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

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

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

**C.1.6 Procurement Procedures**

- C.1.6.1 Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.7 Competitive Negotiation Procedure**

- C.1.7.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.7.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.7.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria,

with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.7.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.8 Proposal procedure using the two stage-system**

C.1.8.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.8.2 Option 2

C.1.8.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.8.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**C.2 TENDERER’S OBLIGATIONS**

**C.2.1 Eligibility**

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

**C.2.2 Cost of Tendering**

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

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

**C.2.3 Check documents**

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

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

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge Addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the Tender Offer**

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the

successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a Tender Offer**

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

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

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

- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope should state on the outside the employer's address and identification details stated in the tender data, as well as the tender's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

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

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

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

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

**C.2.18 Provide other material**

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tender’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, Tests and Analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data. Bid No: AW2025/26/09 THE TENDER Amatola Water PART T1: TENDERING PROCEDURES

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

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

**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

**C.3 THE EMPLOYER'S UNDERTAKINGS**

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

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested people upon request.

**C.3.5 Two-envelope system**

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

**C.3.6 Non-disclosure**

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

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

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

**C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices. C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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

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

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made specific projects through choices that are made in developing the Tender Data associated with a specific project. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>

Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes

The activities associated with evaluating tender offers are as follows:

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

**C.3.11 General**

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

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

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data require the employer to provide. Bid No: AW2025/26/09 THE TENDER AMATOLA WATER PART T1: TENDERING PROCEDURES.

**C.3.13 Acceptance of Tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

**C.3.16 Registration of the award**

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

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

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

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

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

The conditions of tender are the standard conditions of tender as contained in Annexure C of the CIDB STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS as per Government Notice No. 423 published in Government Gazette No. 42622 of 08 AUGUST 2019 and as amended from time to time. (see [www.cidb.org.za](http://www.cidb.org.za)). <https://www.cidb.org.za/wp-content/uploads/2021/07/Standard-for-Uniformity-August-2019.pdf>

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## **RETURNABLE DOCUMENTS**

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### **T2.1 SCHEDULE OF RETURNABLE DOCUMENTS**

### **T2.2 RETURNABLE SCHEDULES**

**TENDER PART 2 (OF 2): SCHEDULE OF RETURNABLE DOCUMENTS**

**CONTENTS**

<b>Clause</b>	<b>Description</b>	<b>Colour</b>
T2.1	Schedule Of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow

**T2.1 SCHEDULE OF RETURNABLE DOCUMENTS**

**1. GENERAL**

This section refers to documents that are returned with this single document and constitute a Tender. Whilst many of the returnable are required for the purpose of evaluating Tenders, some will form part of the subsequent contract, as they form the basis of the Tender offer. **It is therefore of paramount importance that Tenderers return all information requested in items 2, 3, 4 and 5 below, duly completed as part of their tender submission.**

**2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

The returnable schedules, listed here below, are contained in T2.1 of the Tender document, referenced as Returnable Schedules:

The Tenderer **must complete** the following returnable documents:

SCHEDULE	DESCRIPTION	PAGE
<b>Company Specific</b>		
A1	Authority to Sign Documents	
A2	Certificate of Authority for Joint Ventures	
A3	Compulsory Enterprise Questionnaire	
<b>Supply Chain Management Bid Documents (SBD)</b>		
A3.1	SBD 4 Bidder's Disclosure	
A3.2	SBD 6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
<b>Technical and Evaluation</b>		
B1	Proposed Organization and Staffing	
B2	Tenderers Expertise and Experience	
B3	Experience of Key Personnel	
B4	Preliminary Quality Assurance Plan	
B5	Health and Safety Plan	
<b>Contractual Documents</b>		
B6	Amendments / Alternatives and Qualifications by Tenderer	
B7	Record of Addenda to Tender Documents	
B8	Joint Venture Agreement	

B9	Payment of Municipal Accounts	
B10	Valid Tax Clearance	
B11	Company Registration Documents	
B12	Proof of Registration with Department of Labour as Electrical Contractor	
B13	Status of Concern Submitting Tender	
B14	Proof of Registration with the Central supplier database (CSD)	
B15	Proof of Registration with the Construction Industry Development Board (CIDB)	
B16	Declaration of Indemnity	
B17	Letter Of Good Standing with Compensation Fund	

### 3. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

#### 3.1 Tax Clearance Certificate

- a) It is a condition of Tender that any responsive Tenderer demonstrates compliance with respect to tax obligations with the SARS, or that arrangements therefore have been made to the satisfaction of the Receiver of Revenue.
- b) The Form, Application for Tax Clearance Certificate (in respect of Tenders), must be completed by the Tenderer in all respects and submitted to the Receiver of Revenue where the Tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period six (6) months from the date of issue. This Tax Clearance Certificate must be submitted in the original format with the Tender that is before the closing time and -date of the Tender.
- c) Each Party to a Consortium/Sub-Contractors must complete a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

#### 3.2 Compensation Fund

The Tenderer is required to submit with his Tender, proof of registration and good standing with the Compensation Fund.

#### 3.3 Contractor Registration

The Tenderer is required to submit with his Tender, proof of registration and grading with the Construction Industry Development Board.

### **3.4 Data Provided by Contractor**

**Note:** Tenderer must complete the required information at the Contract Data, Part C1, Items 3.1 and 3.2 and submit as part of his tender.

### **4. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

- a) Curriculum vitae of personnel
- b) Schedule of Available Infrastructure, Resources and Experience
- c) Commercial Equity Declaration
- d) Rates of Labour and Materials (Day work Rates)
- e) Schedule of Plant and their registration

### **5. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO CONTRACT**

- a) Offer and Acceptance
- b) Contract Data
- c) Bills of Quantities

## **RETURNABLE DOCUMENTS**

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### **T2.1 SCHEDULE OF RETURNABLE DOCUMENTS**

### **T2.2 RETURNABLE SCHEDULES**

**TENDER PART 2 (OF 2): SCHEDULE OF RETURNABLE DOCUMENTS**

**CONTENTS**

<b>Clause</b>	<b>Description</b>	<b>Colour</b>
T2.1	Schedule Of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow

**T2.2 RETURNABLE SCHEDULES**

**NB: Tenderers must complete these documents / forms in black ink**

**A1. AUTHORITY TO SIGN**

I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....

.....

(\*Delete whichever is inapplicable)

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.            

**NAME**

**SURNAME**

**DATE**

2.            

**NAME**

**SURNAME**

**DATE**

**WITNESSES:**

1. 

--	--	--

**NAME**                      **SURNAME**                      **DATE**

2. 

--	--	--

**NAME**                      **SURNAME**                      **DATE**

**A2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise: Mr/Ms ....., authorised signatory of the company, close corporation or partnership ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF THE FIRM	ADDRESS	DULLY AUTHORISED SIGNATORY
Lead partner		Signature: ..... Name and Surname: ..... Designation: .....
		Signature: ..... Name and Surname: ..... Designation: .....
		Signature: ..... Name and Surname: ..... Designation: .....
		Signature: ..... Name and Surname: ..... Designation: .....

**A3. COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise**  
 .....

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

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

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

Name and Surname	Identity Number	Personal Income Tax Number

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

**Section 5: Particulars of companies and close corporations**  
 Company registration number:  
 .....  
 Close corporation number:  
 .....  
 Tax reference number:  
 .....

**Section 6: The attached SBD4 must be completed for each attender and be attached as a tender requirement**

**Section 7: The attached SBD6.1 must be completed for each attender and be attached as a tender requirement**

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

- i) authorises 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 nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the

Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED:**

**ENTERPRISE NAME**

**DATE**

**NAME & SURNAME**

**POSITION**

**SIGNATURE**

**A3.1 SBD4 BIDDERS DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. BIDDER'S DECLARATION**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

FULL NAME	Identity Number	Name of the Institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3. DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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
- 3.8 exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.



**A3.2 SBD6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**3) GENERAL CONDITIONS**

- a. The following preference point systems are applicable to invitations to tender:
  - b) the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - c) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**a. To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

- b. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - b) Price; and
  - c) Specific Goals.

**c. To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- d. Failure on the part of a tenderer to submit proof or documentation required in

terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**4) DEFINITIONS**

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

**d) FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE**

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

a. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

**b) POINTS AWARDED FOR SPECIFIC GOALS**

a. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

b. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(i) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(ii) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (51% or more black ownership)	8	
Black women (51% or more women ownership)	3	
Black youth (51% or more youth ownership)	3	
People with disability (20% or more disabled people ownership)	2	
Locality (Enterprise within the Eastern Cape)	4	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- Name \_\_\_\_\_ of company/firm.....
- Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_
- TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company

- (Pty) Limited
- Non-Profit Company
- State Owned Company

**[TICK APPLICABLE BOX]**

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

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

Part ..... for protection  
equipment, various low voltage motors and electrical distribution equipment for Amatola Water pump stations and water  
treatment works for three (3) years on ad-hoc basis

**B1. PROPOSED ORGANISATION AND STAFFING**

The tender offer shall include an organogram showing the team of key personnel the Tenderer proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The name, roles and responsibilities of each person must be clearly set out, and corresponding job descriptions must be provided as an addendum to the organogram.

In the case of a Joint Venture or where major sub-contractors are made use of, the organogram must show how respective responsibilities are to be allocated. As a minimum, the organogram must show how respective responsibilities are to be allocated.

As a minimum, the organogram must include for the personnel detailed in Returnable Schedule B3: Experience of Key Personnel.

The Tenderer shall include the requisite organogram and addendums in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.2 of T1.2 Variations to the Standard Conditions of Tenders.

**Note:**

- The same person may not be given for multiple roles

Designation or Position in the Project	Name and Surname
Maintenance Manager	
Electrical Artisan	

**SIGNED BY / ON BEHALF OF THE BIDDER**

**NAME**

**SIGNATURE**

**DATE**

**B2. TENDERERS EXPERTISE AND EXPERIENCE**

The tender offer must provide comprehensive details in tabular format, of the Tenderer’s key staff expertise and experience over the last 10 years in work of a similar nature and magnitude to that entailed in this Contract.

Minimum qualifying requirements:

Five (5) completed projects or maintenance work orders on testing and servicing of low voltage motor control and motor protection equipment over the last ten (10) years. Bidders should submit at least five (5) Completion Certificates for relevant company’s experience. Reference letters and approved Purchase Orders for maintenance work orders will be required

Bidders are required to details expertise and experience of the company in a table form and must as a minimum include:

- Project name
- Project location
- Employing authority/Client with Contact details
- Period of construction (commencement date and completion date)
- Description and value of principle work content.
- Value of Contract

The Tenderer shall include the requisite documentation in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.2 of T1.2 Variations to the Standard Conditions of Tenders.

The above required documentation is in addition to key staff CVs requested in returnable document B3.

**SIGNED BY / ON BEHALF OF THE BIDDER**

**NAME**

**SIGNATURE**

**DATE**

**B3. EXPERIENCE OF KEY PERSONNEL**

Curriculum Vitae (CV), up to a maximum of Four (4) pages must be submitted, for each of the key personnel proposed in Returnable Schedule B1 – Proposed organisation and staffing. The CVs must specifically include the certified copies of qualifications, professional accreditation and experience on low voltage motor control and motor protection maintenance works of a similar nature as per the Additional Conditions of Tender (T1.2.3.8 – Key Personnel). Minimum information to be included as stipulated in the Functionality Criteria C2.1.2.5.

Each CV must be clearly cross-referenced to and labelled to correspond with the organogram submitted in terms of Returnable Schedule B1 – Proposed organisation and staffing so as to indicate which role the person in question is proposed to fulfil in the Contract.

The Tenderer shall include the requisite CVs in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.2 of T1.2 Variations to the Standard Conditions of Tenders.

**KEY PERSONNEL CVs: MINIMUM INFORMATION TO BE SUPPLIED**

**Name and Surname:**

**Professional:**

**Date of Birth:**

**Parent / Current Firm:**

**Position in Firm: Indicate if Director, Contractor’s Representative, Design Engineer (with component of responsibility), Installation/construction Foreman (with component of responsibility) etc.**

**Years with Firm:**

**Nationality:**

**Tertiary Education (and year obtained):**

**Professional Accreditation (and year obtained):**

**Years of Relevant Experience: Relevant experience shall relate to their proposed roles in this Contract.**

Languages: Indicate first language. If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.

Language Description	Speaking	Reading	Writing
	(Good, Fair or Poor)		

**Countries of Work Experience:** .....

**Proposed Position of Team:** .....

**Key Qualifications:** Under this heading, give outline of staff members experience and training most pertinent to the assigned work on the team.

**Relevant Experience:** Describe degree of responsibility held by staff member on relevant previous assignments, and give dates, project values and locations. For experience in the last ten years, also give types of activities performed and Client references where appropriate.

**Summary of Other Experience:** Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organisation, title of position held and location, type and value of construction projects.

**References:** At least three references

**SIGNED BY / ON BEHALF OF THE BIDDER**

NAME

SIGNATURE

DATE

**B3.1 MAINTENANCE MANAGER**

The tenderer shall attach to page the Curriculum vitae (CV), and certified qualifications as stipulated in the Tender Data under test for non-responsiveness, Clause C.3.8

All experience by the maintenance manager must be shown. Relevant experience as a maintenance manager must be highlighted.

**B3.2 ELECTRICAL ARTISAN**

The tenderer shall attach to page the Curriculum vitae (CV), and certified qualifications as stipulated in the Tender Data under test for non-responsiveness, Clause C.3.8

All experience by the proposed specialist artisan must be shown. Relevant experience as a specialist artisan must be highlighted.

**B4: HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993, and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard, the Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety specification is attached. The Tenderer's Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site
- 3) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring Procedures to be performed
- 5) Regular liaison, consultation and review meetings with all parties
- 6) Site security, welfare facilities and first aid
- 7) Site rules and fire and emergency Procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also consider the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule. Number of sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**B5: AMENDMENTS / ALTERNATIVES AND QUALIFICATIONS BY TENDERER**

The Tender should not make any departures from the provisions of this contract as per Clause C2.12 in the Variations to the Standard Conditions of Tender T1.2.

**(The schedules below are 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.)**

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
	<b>***NO AMENDMENTS ALLOWED***</b>

- 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 ALTERNATIVES	DESCRIPTION OF ALTERNATIVES
	<b>***NO ALTERNATIVES ALLOWED***</b>

- 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) QUALIFICATIONS**

ITEM ON WHICH QUALIFICATION IS MADE	DESCRIPTION OF QUALIFICATION
	<b>***NO QUALIFICATIONS ALLOWED***</b>

**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.**

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**B6: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

**If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.2 of T1.2 Variations to the Standard Conditions of Tender.**

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**B7: JOINT VENTURE AGREEMENT**

The Tenderer of a Joint Venture must attach the Joint Venture Agreement here as per the requirements of Clause C.2.1.1 of the T1.2: Variations to the Standard Conditions of Tender.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**B8: VALID TAX CLEARANCE**

In terms of Clause 14(1)(b) of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

- 1) The tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN (1)	.....
----------------------------------	-------

Tax Compliance Status PIN (2) (JV)	.....
---------------------------------------	-------

- 2) In the case of a joint venture between two or more firms, the tenderer shall attach the PIN for each of the joint venture partners.
- 3) Copies of the TCC 001 form are available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za)
- 4) Applications for the TCC 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](http://www.sars.gov.za).
- 5) The above requirements are also applicable to foreign bidders / individuals who wish to submit bids.

Signed.....

Date.....

Name .....

Position .....

Tenderer.....

**B9: BUSINESS REGISTRATION DOCUMENTS**

Attach as part of your tender submission proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation, partnership, sole proprietor or a joint venture.

In the case of a joint venture, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

The documentation must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.2 of T1.2: Variations to the Standard Conditions of Tender.

**B10: STATUS OF CONCERN SUBMITTING TENDER**

**1) General**

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

(Mark the appropriate option below)

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

**2) Information to be provided:**

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

6	Co-operative	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

- 1) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- 2) Include a copy of the Certificate of Change of Name (CM9) if applicable.
- 3) **Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

No

**Registration number:** .....

**B11: COMPANY PROFILE**

The tenderer must attach to this page the company profile. The company profile must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.2 of T1.2 Variations to the Standard Conditions of Tender.

**B12: REGISTRATION WITH DEPARTMENT OF LABOUR AS ELECTRICAL CONTRACTOR**

The tenderer must attach to this page their Proof of Registration with the Department of Labour as Electrical Contractor

**B13: PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number.

Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award. The tenderers must attach to this page a copy of their confirmation of registration, or proof of application submitted.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

The documentation must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.2 of T1.2: Variations to the Standard Conditions of Tender.

For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700.

**B14: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)**

The proof of Registration with the Construction Industry Development Board, or other such documentation which records the Tenderer’s name, CIDB grading and CRS number for verification by the municipality must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.2 of T1.2: Variations to the Standard Conditions of Tender.

<b>CRS number (1)</b>	.....
-----------------------	-------

<b>CRS number (2)</b>	.....
-----------------------	-------

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

**B15: DECLARATION OF INDEMNITY**

I, ....., the undersigned for an on behalf of ..... (herein referred to as “the Contractor”) indemnify and safeguard Amatola Water and its Employees against all action, suits, proceedings, claims, demands, costs and expenses whatsoever which may be instituted, brought or sent, or may be incurred or be payable by the Council arising out of or in connection with any damage, death or injury caused or alleged to have been caused by or as a result of any act, omission by the contractor and/or the Contractors Employees or Employees arising out of work done in connection with or arising out of the following contract.

Contract number: .....

Contract description: .....

Full name and Surname: .....

Signature: .....

Place : .....

Date: .....

Capacity.....

For and on behalf of: .....

To completed by a Commissioner of Oath:

I hereby declare that the above Declaration was made before me.

Full Name and Surname of Commissioner of Oath: .....

ID number: .....

Signature: .....

**B16: FINANCIAL REFERENCES**

The tenderer shall attach to this form a letter from the bank at which he/she declares he/she conducts his/her account. The contents of the bank’s letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the submission may render the tenderer’s offer unresponsive in terms of the tender condition F3.8.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
<b>Name of account holder</b>	
<b>Account number</b>	
<b>Name of the Bank</b>	
<b>Branch name</b>	
<b>Branch code</b>	
<b>Bank rating</b> (current rating, attach letter from bank)	
<b>Bank and branch details</b>	

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

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

**B17: LETTER OF GOOD STANDING WITH COMPENSATION FUND**

The Letter of Good Standing must be included in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.2 of T1.2: Variations to the Standard Conditions of Tender.

**C1.1 FORM OF OFFER AND ACCEPTANCE**

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**C1.1: FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

**BID NUMBER:AW/2025/26/09: PANEL FOR SERVICE PROVIDERS TO PROVIDE TESTING, INSPECTION, MAINTENANCE, REPAIRS, AND SERVICING OF LOW VOLTAGE MOTOR CONTROL AND PROTECTION EQUIPMENT, LOW VOLTAGE MOTORS AND ELECTRICAL DISTRIBUTION EQUIPMENT FOR AMATOLA WATER PUMP STATIONS AND WATER TREATMENT WORKS FOR THREE (3) YEARS ON AD-HOC BASIS**

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 Schedule of Returnable Documents, 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, within the Contract Period stated below.

The Contract shall be completed within  weeks of the Commencement Date. THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 15% VALUE-ADDED TAX IS:

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

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

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**NAME AND ADDRESS OF TENDERER:**

..... .....
----------------

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

**2. ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: Site Information and drawings

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above, or into the Addenda to the Tender Documents.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof

insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**SIGNED ON BEHALF OF/BY THE EMPLOYER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**NAME AND ADDRESS OF TENDERER:**

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**3. SCHEDULE OF DEVIATIONS**

Notes:

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

1) Subject.....  
.....

Details.....  
.....  
.....

2) Subject.....  
.....

Details.....  
.....  
.....

3) Subject.....  
.....

Details.....  
.....  
.....

4) 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 Returnable Documents, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and Acceptance.

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

**Schedule of Deviations (Continued)**

**SIGNED ON BEHALF OF/BY THE TENDERER (only on award of Contract):**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS (only on award of Contract):**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY/ON BEHALF OF/BY AMATOLA WATER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## **THE CONTRACT**

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**PART C1: CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF THE WORKS**

**PART C4: SITE INFORMATION**

**THE CONTRACT C1 (OF 4): CONTRACT DATA**

**CONTENTS**

<b>Clause</b>	<b>Description</b>	<b>Colour</b>
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data (Part 1 and 2)	Yellow
C1.3	Form of Guarantee (Pro-forma)	White
C1.4	Adjudication	White
C1.5	Occupational Health & Safety	White

## C1.2 FORM OF OFFER AND ACCEPTANCE

### 1. CONDITIONS OF CONTRACT

The conditions of contract are the General Conditions of Contract for Construction Works (4<sup>th</sup> Edition 2025) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, Tel 011 805 5947.

The General Conditions of Contract make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Where applicable, items of data given here below are cross-referenced to the sub clause in the General Conditions of Contract to which they apply.

### 2. AMPLIFICATIONS OF THE GENERAL CONDITIONS OF CONTRACT

#### 2.1 General

The following clauses amplify the General Conditions of Contract and highlight areas in this document that require specific attention.

#### 2.2 Data Provided by the Employer

##### 2.2.1 Defects Liability Period (CI 1.1.1.13)

The Defects Liability Period is **12 calendar months** calculated from the date of the Certificate of Completion.

##### 2.2.2 Time for Practical Completion (CI1.1.1.14)

This clause shall apply *mutatis mutandis* to any portion or phase of the Works that may be described in the scope of Works or in the Contract Data or agreed subsequently between the Contractor and the Employer and committed to writing.

The time for achieving Practical Completion is 3 years calculated from the Commencement Date, excluding special non-working days.

##### 2.2.3 Employer (CI 1.1.1.15)

The Employer is: "**Amatola Water**"

##### 2.2.4 Pricing Strategy (CI 1.2.1.26)

The pricing strategy is the **Re-Measurement Strategy**.

##### 2.2.5 Delivery of Notices to the Employer (CL1.2.1.2)

The Employer's address for receipt of communications is:

Postal: Private Bag X3, Vincent 5217

Physical Address: 6 Lancaster Road

Vincent  
East London  
5247

Telephone: +27(0) 43 707 3700  
Facsimile: +27(0) 43 707 3701  
E-mail: [aw@amatolawater.co.za](mailto:aw@amatolawater.co.za)

**2.2.6 Engineer (CL. 1.1.1.16)**

'Engineer' means any Director, Associate or Professional Engineer appointed by an Executive Director of Amatola Water to fulfil the functions of the Engineer in terms of the Contract Data.

**2.2.7 Delivery of Notice to Engineer (CI 1.2.1.2)**

The Engineer's address for receipt of communications is:

Postal: Private Bag X3, Vincent 5217  
Physical Address: 6 Lancaster Road  
Vincent  
East London  
5247

Telephone: +27(0) 43 707 3700  
Facsimile: +27(0) 43 707 3701  
E-mail: [aw@amatolawater.co.za](mailto:aw@amatolawater.co.za)

**2.2.8 Information in respect of Employees (CI 4.10.2)**

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.

**2.2.9 Documentation required before Commencement with Works Execution (CI 5.3.1)**

The documentation required before commencement with Works execution is:

- a) Health and Safety Plan (refer to CL 4.3)
- b) Security (Refer to CL 6.2.1 and CL 6.2.3)
- c) Insurance (Refer to CL 8.6)

**2.2.10 Time to Submit the Documentation (CI 5.2.3)**

The time to submit the documentation required before commencement with Works execution is **14 days**.

**2.2.11 Access Not Exclusive (CI 5.4.2)**

The access and possession of the Site shall not be exclusive to the Contractor as other construction services might be executed concurrently by independent Contractors or bodies under separate Contracts entered with the Employer. The other Works which will be in progress or come into operation during the progress or tenancy of this Contract are likely to include, but are not limited to the following:

- Mechanical Engineering Maintenance Work

The Contractor shall ensure that neither his operations nor his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of Works (whether completed or not), or completed portions of Works, to these Contractors when required by the Employer. The Contractor shall cause no interference with or delays in the execution of these Contracts.

No discount or commission for the Contractor is allowed on these contracts and it will be assumed that he has fully allowed in the Contract Price for the presence of these contractors on Site. Any service rendered or assistance given by the Contractor to these contractors save as are contained in the Works Specifications, shall be for their accounts only and the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all existing services and all work being carried out and structures being erected on the Site by other contractors. Any damage caused to these services or structures, or any obstructions or hindrance caused to other contractors by the Contractor and claims arising there from will be the sole responsibility of the Contractor.

Any repair work shall be carried out at the Contractor's expense, in conformity with the Works Specifications.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

**2.2.12 Programme (CI 5.6) (not applicable)**

The documentation required (where applicable) before commencement with Works execution is:

Add the following sub-clause 5.6.6 to Clause 5.6:

- “Failure on the part of the Contractor to deliver to the Engineer, the
- programme of the Works in terms of Clause 5.6.1 and
  - supporting documents in terms of Clause 5.6.2

within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 percent of the value of the Fixed Charge and Value-

related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

**2.2.13 Non-working Days (CI 5.8.1) (not applicable)**

- a) The non-working days are Sundays.
- b) The special non-working days are statutory public holidays and the year-end break commencing on 15 December and ending on 5 January.

**2.2.14 Penalty for Delay (CI 5.13.1)**

The penalty for failure to complete the Works is **1.5 percent of the Contract Sum per calendar day**.

**2.2.15 Latent Defect Period (CI 5.16.3)**

The latent defect period is **12 months**.

**2.2.16 Delivery of Security (CI 6.2.1) (Not applicable)**

The type of security required for the due performance of the Contract shall be restricted to one of the following:

Cash deposit of **10 (ten) percent of the Contract Sum**,

or

Performance Guarantee of **10 (ten) percent of the Contract Sum**, issued by a Commercial Bank registered in the Republic of South Africa,

or

Performance Guarantee of 10 (Ten) percent of the Contract Sum, issued by an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).

**Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.**

**2.2.17 Contractor Failing to Select or Provide Security (CI 6.2.2) (not applicable)**

Delete the entire contents of Clause 6.2.2 and replace with:

“Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract”.

**2.2.18 Variations (CI 6.3)**

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

**2.2.19 Day works (CI 6.5.1.2.3)**

The percentage allowance to cover overhead charges is **10 (ten) percent**.

**2.2.20 Contract Price Adjustment (CI 6.8.2) (not applicable)**

The value of certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

x		= 0.10
Labour	a	= 0.15
Plant	b	= 0.2
Material	c	= 0.55
Fuel	d	= 0.1

The applicable area is **Eastern Cape Province**.

The applicable industry for the Producer Price Index for materials is **Electrical Engineering Materials Index**

- The applicable area for the Producer Price Index for fuel is **East London**
- The base month is **the month prior to closing date of bid**.

#### 2.2.21 Variation in Cost of Special Materials (CI 6.8.3)

Price adjustments for variations in the costs of special materials **are not permitted**.

#### 2.2.22 Interim Payments (CI 6.10)

Add to the end of Clause 6.10.1 the following paragraph:

“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause 6.10.1.8, these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer”.

Add to the end of Clause 6.10.2 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

#### 2.2.23 Percentage Limit on Plant and Materials (CI 6.10.1.5) (not applicable)

The percentage limit on Plant and Materials not yet built into the Permanent Works is **80 (eighty) percent**.

#### 2.2.24 Retention Money (CI 6.10.3) (not applicable)

- The percentage retention on amounts due to the Contractor is **10 (ten) percent**.
- The limit of retention money is **10 (ten) percent** of the Contract Sum.

Add the following sub-clause 6.10.3.1:

A Retention Money Guarantee is **permitted**, after Practical Completion has been achieved.

**2.2.25 Insurances (CI 8.6) (not applicable)**

Delete sub-clause 8.6.7) and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2.”

**2.2.26 Special Risks Insurance (CI 8.6.1.2) (not applicable)**

A Coupon Policy for Special Risks **is required**.

**2.2.27 Liability Insurance (CI 8.6.1.3)**

The limit of indemnity for liability insurance required is **R3 000 000.00**.

**2.2.28 Insurance of Materials Supplied by the Employer (CI 8.6.1.1.2)**

The insurance amount to cover the value of Plant and Materials, supplied by the Employer for incorporation in the Works and not included in the Contract Sum, is **NIL**.

**2.2.29 Insurance to Cover Professional Fees (CI 8.6.1.1.3)**

The insurance amount to cover professional fees, not included in the Contract Sum, payable in respect of the repair or reinstatement of damage to the Works, is **NIL**.

**2.2.30 Cancellation of the Contract (CL9)**

Alter the numbering of:

Clause 9.1.5 to 9.1.6 to Clause 9.1.6 and 9.1.7 respectively.

Insert the following new clause 9.1.5.

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee.

The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor. This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

**2.2.31 Dispute Resolution (CI 10.5.2)**

Dispute resolution shall be referred to **ad-hoc adjudication**.

**2.2.32 Disagreement with ad-hoc Adjudicator’s Decision (CI 10.6.1)**

Should either of the contracting parties disagree with any decision of the ad-hoc adjudicator, such matter shall be referred to litigation for **court judgement**.

### 3. DATA PROVIDED BY THE CONTRACTOR

#### 3.1 Contractor (CI 1.1.1.9)

The legal name of the Contractor is \_\_\_\_\_

#### 3.2 Delivery of Notices to the Contractor (CI 1.2)

The Contractor's address for receipt of communication is:

Postal: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### Important Note

Paragraphs 3.3.1 and 3.3.2 hereabove to be duly completed by the **Tenderer before submitting the tender**.

### 4. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

<b>5. APPENDIX TO CONTRACT DATA</b>
-------------------------------------

**PERFORMANCE GUARANTEE (not applicable)**

(not to be completed at bid stage)

To: ..... (whom the Contract defines as the Employer)

Address:

.....  
.....

**DEFINITIONS AND DETAILS**

“Guarantor” means:.....

Physical address:.....

“Employer” means:.....

“Contractor” means:.....

“Engineer” means:.....

“Works” means:.....

“Site” means:.....

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

The description of the Contract is:

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

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

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

**PERFORMANCE GUARANTEE (not applicable)**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 4.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4; or
  - 4.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4; and
  - 4.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 shall not exceed the Guarantor's maximum liability in terms of 1.
6. Payment by the Guarantor in terms of 4 shall be made within seven (7) calendar days upon receipt of the first written demand by the Employer.
7. Payment by the Guarantor in terms of 4 will only be made against the return of the original Performance Guarantee by the Employer.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the

right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 11. This Performance Guarantee, with the required demand notices in terms of 4 shall be regarded as a liquid document for the purposes of obtaining a court order.
- 12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

.....  
Print Name Capacity

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

.....  
Print Name Capacity

.....  
Witness signatory (1) Print Name

.....  
Witness  
signatory  
(2)

.....  
Print Name

**PERFORMANCE GUARANTEE FOR MATERIALS AND EQUIPMENT NOT YET BUILT INTO THE WORKS** (not applicable)  
(not to be completed at bid stage)

To: .....

(hereinafter referred to as the Employer)

re: Demand Guarantee in respect of the project: .....

Contract No. : .....

For construction of : .....

Contractor : .....

I/We, the undersigned,

.....  
and

.....  
of

.....  
(hereinafter referred to as the "Bank")

address:

.....  
.....

and acting on behalf of the Bank have been informed that

.....  
(hereinafter called "the Contractor") is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R..... (in words

only).....the "Guaranteed Amount" upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand, or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer. This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS, DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES: on behalf of the Bank and duly authorised thereto

1 .....

.....

Print Name Print Name

And on behalf of the Bank and duly authorised thereto

2. ....

2. ....

.....  
Print Name

.....  
Print Name

**RETENTION MONEY GUARANTEE (not applicable)**

(not to be completed at bid stage)

To:.....  
.....  
.....  
(whom the Contract defines as “the Employer”)

Re: Retention Money Guarantee in respect of : .....  
Contract Number : .....  
For supply of : .....  
Contractor : .....

I/We, the undersigned,  
.....and  
.....of  
.....  
(hereinafter referred to as the “Bank”)

address: .....

..... and  
acting on behalf of the Bank have been informed that  
.....  
(hereinafter called the “Contractor”) is your contractor under such Contract and wishes to receive early payment of the retention money, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of R.....(in words).....(the “guaranteed amount”, upon receipt by us of your demand in writing and your written statement stating:

- that the Contractor failed to carry out his obligation(s) to rectify defect(s) for which he is responsible under the Contract.

The Bank’s liability under this guarantee is principal in nature and is not subject to the Contract. The Bank’s liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand, or the correctness of the amount demanded or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the Bank account to be notified by the Employer. This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- on expiry of the guarantee; or
- against payment of the Guaranteed Amount.

This guarantee shall be governed by the law of the Republic of South Africa.

The Bank chooses as its domicilium citandi et executandi for the purpose of the service of all notices and legal processes the following address:

THUS, DONE AND SIGNED AT ..... ON ..... 20.....

In the presence of the following:

AS WITNESSES: on behalf of the Bank and duly authorised thereto

1. ....	1.....
.....	.....
Print Name	Print Name

And on behalf of the Bank and duly authorised thereto

2. ....	2.....
.....	.....
Print Name	Print Name

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**PART C2: PRICING DATA**

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**PART C2 (OF 4): PRICING DATA**

**CONTENTS**

<b>Clause</b>	<b>Description</b>	<b>Colour</b>	<b>Page</b>
C 2.1	Pricing Instructions	Yellow	83
C 2.2	Bill of Quantities	Yellow	87
C 2.3	Summary Page of Bill of Quantities	Yellow	93

**C2.1: PRICING INSTRUCTIONS**

<b>1.</b>	<b>GENERAL</b>
	The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has considered when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.
	The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.
	The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.
<b>2.</b>	<b>DOCUMENTS MUTUALLY EXPLANATORY</b>
	The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.
<b>3.</b>	<b>DEFINITIONS</b>
	For this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
	<p>Unit : The unit of measurement for each item of work as defined in the Scope of Work and Site Information.</p> <p>Quantity : The number of units of work for each item.</p> <p>Rate : The payment per unit of measurement at which the Contractor contracts to do the work.</p> <p>Amount : The product of the quantity and the rate tendered for an item.</p> <p>Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.</p>
<b>4.</b>	<b>DESCRIPTIONS</b>
	Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
<b>5.</b>	<b>REFERENCES</b>

	The clauses in a specification in which further information regarding the schedule item can be obtained appear under “Reference clause” in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents of specifications.																																																																														
<b>6.</b>	<b>UNITS OF MEASUREMENT</b>																																																																														
	The units of measurement indicated in the Bill of Quantities are metric units.																																																																														
	The following abbreviations are used in the Bill of Quantities:																																																																														
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<b>7.</b>	<b>NET MEASUREMENTS</b>																																																																														
	Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.																																																																														
<b>8.</b>	<b>QUANTITIES</b>																																																																														
	The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.																																																																														
<b>9.</b>	<b>CURRENCY</b>																																																																														
	All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.																																																																														
<b>10.</b>	<b>VALUE ADDED TAX</b>																																																																														
	Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.																																																																														

<b>11.</b>	<b>RATES AND PRICES</b>
11.1	General
	a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
	b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
	c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
	d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be covered by the other prices or rates in the Bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
	e) Should the Contractor group several items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
	f) Should the Contractor indicate against any item that compensation for such item is included in another item the rate for the item included in another item shall be deemed nil.
	g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.
11.2	"Rate Only" Items
	The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.
11.3	Arithmetic
	Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.
	a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

	<p>b) If a bill of quantities (or schedule of quantities or schedules of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p>
	<p>c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.</p>
	<p>d) The tenderer will be afforded two days, after being requested by the Employer or Engineer, to revise selected item prices to achieve the Tendered total of the prices. The tender may be rejected if the Tenderer does not correct or accept the correction of his arithmetical errors as described above.</p>
<b>12.</b>	<b>VARIATION IN TEXT</b>
	<p>No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.</p>

**C2.2: BILL OF QUANTITIES**

**Bill of Quantities: Panel of Service Providers to provide testing, inspection, maintenance, repairs and servicing of low voltage motor control and motor protection equipment, low voltage motors and electrical distribution equipment for Amatola Water Pump Stations and Water Treatment Works for Three (3) years on ad-hoc basis**

**BILL 1: ELECTRICAL EQUIPMENT**

**MAINTENANCE AND REPAIRS RATES:**

Item	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>1</b>	<b>POWER SUPPLY AND MOTOR CONTROL AND PROTECTION EQUIPMENT</b>				
	<b>Notes:</b>				
	<ul style="list-style-type: none"> <li>• Replacement shall include removal of old equipment and installation of new equipment including wiring and commissioning</li> <li>• Where replaced component involves settings such as Air Circuit Breakers, Temperature Controllers and MCCBs, the Contractors shall include such as part of replacement</li> <li>• All work that involves bearing replacement shall include greasing of such bearings with OEM recommended type of grease and grease quantity</li> </ul>				
1.1	Replace a contactor (Rating: 630A) Telemecanique LCF1F630 or equivalent	1	Each		
1.2	Replace analog meter (Ammeter) (including wiring to the CTs) rated motor full load current: 600A	1	Each		
1.3	Replace analog meter (Voltmeter) 400V	1	Each		
1.4	Replace panel exhaust cooling fan (Typical Models: Fulltech UF-12A23 H or SUNON DP200A (220V-240V, 50/60Hz, 0.14A)	1	Each		
1.5	Replace Automatic Power Factor Controller (Reactive Energy Controllers) Specification: LOVATO DCRK7 or Circutor Computer 8d-144 (or equivalent)	1	Each		
1.6	Replace Current Transformer (CT) Metering or Soft Starter Toroidal CT Ratio: 800:1 or 2000:1	1	Each		
1.7	Replace Power Factor Capacitors Specification: Qn: 60/73 kVAr Type: DD07 In: 87A V: 400/440V Connection: Delta Cn: 600uF	1	Each		
1.8	Replace Power Monitoring Relay ACDC SPM1, SPR3/N (Or equivalent relay suitable to detect loss of phase etc.)	1	Each		
1.9	Replace Motor Protection Relay NEWELEC NH Series NEWELEC NE Series ABB SPAM 150C NEWELEC KB 5 (Or equivalent Relay suitable for 355kW, 185kW or 160kW motor)	1	Each		
1.10	Replace Winding Resistance Temperature Device (RTD) (PT100) for a 355kW induction motor and wire it to the motor terminal block	1	Each		

1.11	Replace motor or pump bearing (NDE or DE) <b>resistance temperature device</b> for a 355kW induction motor and wire it to the motor terminal block	1	Each		
1.12	Replace and program SET VALUE for a PID temperature controller and associated panel wiring (motor winding temperature or bearing temperature controllers)	1	Each		
1.13	Replace Air Circuit Breaker and review/input trip settings (Fixed Type ACB) In: 1600A	1	Each		
1.14	Replace Air Circuit Breaker and review/input trip settings (Fixed Type ACB) (3 pole) (no busbar modification work included) In: 800A	1	Each		
1.15	Replace Air Circuit Breaker and review/input trip settings (Draw-out type ACB, three pole) (no busbar modification work involved) In: 1600A	1	Each		
1.16	Replace Air Circuit Breaker and adjust trip settings (Draw-out Type ACB, 4 pole) In: 2500A	1	Each		
1.17	Replace start/stop push button	1	Each		
1.18	Replace panel LED pilot light Hi-Brite (status indicator light) 220V	1	Each		
1.19	Replace Emergency Stop Switch (push to break) switch only	1	Each		
1.20	Replace a 400V three phase 7-position rotary voltage selector switch (Phase-to-phase or Phase-to-Neutral and OFF position) Model: Salzer or equivalent	1	Each		
1.21	Complete rewind for a 355 kW squirrel cage induction motor (including refurbishment, fitting new DE and NDE bearings and bearing housing)  NDE bearing shall be a greasable ball bearing DE shall be a greasable roller bearing	1	Each		
1.22	Complete rewind for a 160 kW squirrel cage induction motor (including refurbishment, fitting new DE and NDE bearings and bearing housing)  NDE bearing shall be a greasable ball bearing DE shall be greasable roller bearing	1	Each		
1.23	Complete rewind for a 185 kW squirrel cage induction motor (including refurbishment, fitting new DE and NDE bearings and bearing housing)  NDE bearing shall be a greasable ball bearing DE shall be a greasable roller bearing	1	Each		
1.24	Replace 355kW squirrel cage induction motor bearing ( <b>bearing only</b> ) (DE or NDE) (including all preliminary work required before actual replacement)	1	Each		
1.25	Replace 185kW squirrel cage induction motor bearing ( <b>bearing only</b> ) (DE or NDE) (including all preliminary work required before actual replacement)	1	Each		
1.26	Replace 160kW squirrel cage induction motor bearing ( <b>bearing only</b> ) (DE or NDE) (including all preliminary work required before actual replacement)	1	Each		

1.27	Replace panel digital multimeter LOVATO DMK3	1	Each		
1.28	Replace Motor Protection Circuit Breaker (MPCB) Type: Schneider Electric GV3P80, 3 pole Rated: 80A	1	Each		
1.29	Replace a Moulded Case Circuit Breaker (MCCB) In: 400A, Icu: 25kA, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
1.30	Replace a Moulded Case Circuit Breaker (MCCB) In: 1250A, Icu: 50kA@380/415V, CAT B, Impulse Voltage: 8kV	1	Each		
1.31	Replace a Moulded Case Circuit Breaker (MCCB) In: 630A, Icu: 36kA@380/415V, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
1.32	Replace a Moulded Case Circuit Breaker (MCCB) In: 80A, Icu: 50kA@380/415V, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
1.33	Replace three phase fused isolator for a motor starter (inclusive of 800A HRC motor fuses) Rating: 800A	1	Each		
1.34	Replace a thermal overload relay (Schneider TeSys LRD3363A66 or SIEMENS 3RU2)	1	Each		
1.35	Replace a complete star delta starter for 37kw motor (inclusive of main contactor, star contactor, delta contactor, timer, control circuit, thermal overload relay, overcurrent protection device, control circuit transformer and associated cabling)	1	Each		
1.36	Replace a soft starter for a 355kW induction motor	1	Each		
1.37	Replace a soft starter for a 185kW induction motor	1	Each		
1.38	Replace a soft starter for a 160kW induction motor	1	Each		
1.39	Replace a fuse (fuse only) on a motor fused isolator Rating: 800A Designated for a motor load (aM rated)	1	Each		
1.40	Replace a fuse (fuse only) on a fused isolator Rating: 800A Designated for general purpose (gG rated)	1	Each		
1.41	Trenching on a hard tar surface (600mm depth) including cutting on the tar surface for a cable	1	m		
1.42	Trenching on soft ground (600mm depth) for a cable	1	m		
1.43	Connection of power loggers, data download, data analysis and report production (parameters: voltage, current, active power, apparent power, reactive power, harmonics, power factor)	7	days		
1.44	Replacement of a 355kW squirrel cage induction motor by disconnecting old motor terminals, decoupling the motor from the pump, rigging the old motor out using overhead gantry crane and installing the new motor on the stand and electrical connections (including switching off and lock-out process) (No alignment with a pump is included)	1	Each		
<b>TOTAL MAINTENANCE COST</b>				<b>(excl. VAT)</b>	

**BILL 2: ELECTRICAL EQUIPMENT**

**SUPPLY RATES ONLY:**

Item	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>2</b>	<b>POWER SUPPLY AND MOTOR CONTROL AND PROTECTION EQUIPMENT</b>				
	<b>Notes:</b>				
	<ul style="list-style-type: none"> <li>Supply is for sourcing of equipment and doesn't include delivery to site as that would vary based on the distance from the Supplier to the specific pump station or water treatment works</li> </ul>				
2.1	Contactactor (Rating: 630A) Typical: Schneider/Telemecanique LCF1F630 or equivalent	1	Each		
2.2	Contactactor (Rating: 330A) Typical: Telemecanique/Schneider LC1F330 or equivalent	1	Each		
2.3	Contactactor (Rating: 170A) Typical: SIEMENS 3TF52 or equivalent	1	Each		
2.4	Contactactor (Rating: 225A) Typical: Telemecanique/Schneider LC1F225 or equivalent	1	Each		
2.5	Contactactor (Rating: 125A) Typical: Telemecanique/Schneider LC1 D95 or equivalent	1	Each		
2.6	Analog meter (Ammeter) (including wiring to the CTs) rated motor full load current: 600A	1	Each		
2.7	Analog meter (Voltmeter) 400V	1	Each		
2.8	Panel exhaust cooling fan (Typical Models: Fulltech UF-12A23 H or SUNON DP200A (220V-240V, 50/60Hz, 0.14A))	1	Each		
2.9	Automatic Power Factor Controller (Reactive Energy Controllers) Specification: LOVATO DCRK7 (or equivalent)	1	Each		
2.10	Current Transformer (CT) Metering or Soft Starter Toroidal CT Ratio: 800:1	1	Each		
2.11	Power Factor Capacitors Specification: Qn: 60/73 kVAr Type: DD07 In: 87A V: 400/440V Connection: Delta Cn: 600uF	1	Each		
2.12	Power Monitoring Relay ACDC SPM1, SPR3/N (Or equivalent relay suitable to detect loss of phase etc.)	1	Each		
2.13	Motor Protection Relay NEWELEC NH Series NEWELEC NE Series ABB SPAM 150C NEWELEC KB 5 (Or equivalent Relay suitable for 355kW, 185kW or 160kW motor)	1	Each		
2.14	Winding Resistance Temperature Device (RTD) (PT100) for a 355kW induction motor	1	Each		
	PID temperature controller	1	Each		
	Air Circuit Breaker (Fixed Type ACB)	1	Each		

2.15	In: 1600A, 3 pole, CAT A, 50kA				
2.16	Air Circuit Breaker (Fixed Type ACB) (3 pole) CAT A, In: 800A, 30kA	1	Each		
2.17	Air Circuit Breaker (Draw-out type ACB, 4 pole) CAT B In: 1600A, 50kA	1	Each		
2.18	Air Circuit Breaker (Draw-out Type ACB, 4 pole) CAT B In: 2500A, 65kA	1	Each		
2.19	Start/stop push button	1	Each		
2.20	Panel LED pilot light Hi-Brite (status indicator light) 220V	1	Each		
2.21	Panel Key Release Emergency Stop Switch (push to break) switch only	1	Each		
2.22	400V three-phase 7-position rotary voltage selector switch (Phase-to-phase or Phase-to-Neutral and OFF position) Model: Salzer or equivalent	1	Each		
2.23	Supply a new 350 kW squirrel cage induction motor Voltage: 400V, RPM: 1471, phase:3, Frequency:50Hz, mass: 1900kg, Insulation class: F, output: 350kW, stator current: 600A, Temperature rise: 80K, ambient temp: 40 degree celsius, Altitude: 1850 metres above sea level, Duty: S1, Enclosure: IP55, cooling: IC 411	1	Each		
2.24	Supply a new 160 kW squirrel cage induction motor Voltage: 400V, RPM: 1500, phase:3, Frequency:50Hz, Insulation class: F, output: 160kW, stator current: 250A, Duty: S1, Enclosure: IP55	1	Each		
2.25	Supply a new 185 kW squirrel cage induction motor Voltage: 400V, RPM: 1485, phase:3, Frequency:50Hz, Insulation class: F, output: 185kW, stator current: 325A, Duty: S1, Enclosure: IP55	1	Each		
2.26	Panel digital multimeter LOVATO DMK3	1	Each		
2.27	Motor Protection Circuit Breaker (MPCB) Type: Schneider Electric GV3P80, 3 pole Rated: 80A	1	Each		
2.28	Moulded Case Circuit Breaker (MCCB) In: 400A, Icu: 25kA, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
2.29	Moulded Case Circuit Breaker (MCCB) In: 1250A, Icu: 50kA@380/415V, CAT B, Impulse Voltage: 8kV	1	Each		
2.30	Moulded Case Circuit Breaker (MCCB) In: 630A, Icu: 36kA@380/415V, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
2.31	Moulded Case Circuit Breaker (MCCB) In: 80A, Icu: 50kA@380/415V, CAT A, Impulse Voltage: 8kV, 3 pole	1	Each		
2.32	Three phase fused isolator for a motor starter (inclusive of 800A HRC motor fuses) (Socomec or equivalent) Rating: 800A	1	Each		
2.33	Thermal overload relay (Schneider TeSys LRD3363A66 or SIEMENS 3RU2)	1	Each		
2.34	Supply a complete star delta starter for 37kw motor (inclusive of main contactor, star contactor, delta contactor,	1	Each		

	timer, control circuit fuses/MCB, thermal overload relay, overcurrent protection device, control circuit transformer, panel lights, emergency stop, start/stop push buttons and associated cabling)				
2.35	New soft starter for a 355kW induction motor (any auxiliary equipment to be excluded)	1	Each		
2.36	New soft starter for a 185kW induction motor (any auxiliary equipment to be excluded)	1	Each		
2.37	New soft starter for a 160kW induction motor (any auxiliary equipment to be excluded)	1	Each		
2.38	Supply a fuse (fuse only) on a motor fused isolator Rating: 800A Designated for a motor load (aM rated)	1	Each		
2.39	Supply a fuse (fuse only) on a fused isolator Rating: 800A Designated for general purpose (gG rated)	1	Each		
<b>TOTAL SUPPLY COST</b>				<b>(excl. VAT)</b>	

**BILL 3: TRANSPORT COSTS: (Transport costs to be capped at Department of Transport rates)**

ITEM	TYPE OF VEHICLE	RATE/km	TOTAL DISTANCE	TOTAL AMOUNT
<b>3</b>	<b>TRANSPORT COSTS</b>			
3.1	2500cc 4x2 LDV for staff to test, install or commission equipment		To be determined	
3.2	TLB Transport		To be determined	
<b>TOTAL TRANSPORT COSTS</b>			<b>(excl. VAT)</b>	

**BILL 4: LABOUR RATES:**

**NORMAL WORKING HOURS:**

ITEM	DESCRIPTION	RATE PER HOUR (NORMAL)	RATE PER HOUR (x1.5)	RATE PER HOUR (x2)	TOTAL AMOUNT
4.1	Maintenance Manager				
4.2	Specialist Artisan				
4.3	Artisan				
4.4	Safety Officer				
4.5	Semi-skilled Artisan				
4.6	Administrator				
4.7	General Worker				
<b>TOTAL LABOUR COSTS</b>				<b>(excl. VAT)</b>	

**BILL 5: SUMMARY**

BILL No.	TOTAL (excl. VAT)
1	
2	
3	
4	
<b>TOTAL (excl. VAT)</b>	
<b>VAT at 15%</b>	
<b>TOTAL (incl. VAT)</b>	

**PART 3 : SCOPE OF THE WORKS**

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## 1. DESCRIPTION OF THE WORKS

### 1.1. Employer's Objectives

The contract comprises testing, inspection, repairs, maintenance of low voltage motor control and protection equipment, low voltage motors and electrical distribution equipment as and when required. Each Water Scheme consists of Water Treatment Works and Pump Stations under the scheme. The Water Schemes are summarized in the table below:

Name of the Water Treatment Works	Design Capacity (Million litres/day)
Binfield	12
Debe	5.0
Glenmore	0.5
Laing	33.0
Masinedane	6.0
Mnyameni	0.20
Nahoon	33.70
Peddie	6.5
Sandile	18.0

### 1.2. Overview of the Works

This maintenance contract comprises preventative and reactive maintenance of the following electrical equipment:

- a) LV Motor control equipment (PLCs, Contactors, control relays)
- b) Cable and LV Motor O/C and E/F protection equipment (Fused Isolators, ACBs, MCCBs, MPCBs, MCBs, CTs, Relays)
- c) LV Motor starting (DOL, Soft Starters, Star-delta starters, liquid starters)
- d) Motor overtemperature protection equipment (Temperature controllers, RTDs, Thermocouples)
- e) Power factor correction equipment (Capacitors, APFCs)
- f) LV Cabling
- g) Analog and Digital metering devices including associated CTs
- h) Energy Meters
- i) Panel cooling fans
- j) Protection settings on Circuit Breakers
- k) LV motors (routine maintenance and re-winding)
- l) Pump room cooling systems, site illumination, and industrial power socket outlets
- m) Thermal inspections

### 1.3. Extent of the Works

The work required to be done by the Contractor, comprises the execution of electrical work and includes:

#### 1.3.1. Electrical Works

- a) Replace faulty equipment with new equipment

- b) Test new equipment
- c) Commission new equipment
- d) Review electrical protection settings and amend if necessary
- e) Respond to breakdowns and conduct faultfinding and troubleshooting as and when required
- f) Conduct inspection and testing of equipment and provide a report with recommendations as and when required
- g) Repair old equipment when deemed repairable
- h) Supply new equipment as and when required

**1.4. Location of the Works**

- a) The maintenance works will be executed on all pump stations and water treatment works under Amatola Water jurisdiction area.
- b) Location Data
  - Province : Eastern Cape
  - District Municipality : Amathole District Municipality
  - Local Municipality : Buffalo City Metropolitan Municipality

**1.5. Temporary Works**

The Contractor has no responsibility for construction of temporary works.

**2. EMPLOYER’S REPRESENTATIVE**

**2.1. Design Services and Activity matrix**

- a) The Contractor has no responsibility for design of permanent works.
- b) The Contractor has no responsibility for the design of temporary works.

**2.2. Employer’s Design**

- a) The Employer’s Design of the Works are not applicable (existing infrastructure).
- b) Construction Drawings for the Works are not applicable (Layouts will be issued with work orders).

Single line diagrams will be compiled by the Employer, however it is to be noted that it remains the duty of the Contractor to timeously convey any information in his possession which may prove necessary for the Employer’s Representative for compilation of the single line diagrams

**3. PROCUREMENT**

**3.1. Preferential Procurement Procedure Requirements**

The Employer’s preferential procurement policy applicable to this Contract is set out in section 6.3.2 of the Tender Data.

**3.1.1. Applicable Specification**

- IEC 60947: Low Voltage Switchgear
- IEC 60034: Rotating Electrical Machines
- IEC 60364: Low voltage Electrical Installations

- IEC 60228: Cable Conductors

## 4. MAINTENANCE

### 4.1. Works Specifications

#### 4.1.1. Applicable Standards

The applicable standardised specifications for this Contract shall be the following:

- IEC 60947: Low Voltage Switchgear
- IEC 60034: Rotating Electrical Machines
- IEC 60364: Low voltage Electrical Installations
- IEC 60228: Cable Conductors
- MEPS: Minimum Energy Performance Standards for electric motors (recently promulgated)

4.1.2. The following variations to standardised specifications and additional clauses are applicable to this Contract and are contained in “Annexure A to the Scope of Work”.

PSA	General
PSAB	Employer’s Representative’s Office

#### 4.1.3. Particular Specifications

The following Particular Specifications are applicable to this Contract and are contained in “Annexure B to the Scope of Work”.

POHAS Occupational Health and Safety

## 4.2. Materials

All materials used in the maintenance shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

## 4.3. Equipment

The contractor’s equipment for maintenance shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Employer’s Representative be of the opinion that the equipment in use is in any way unsuitable for carrying out the works in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements.

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment.

#### **4.4. Existing Services**

##### **4.4.1 Care of Existing Services**

It is to be noted that maintenance work will be done adjacent to or traversing existing services. Prior to commencement of any maintenance work in the aforesaid affected area, the Contractor shall satisfy the Employer's Representative that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services.

The Contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the Schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

In addition, if the proposed new services cross underneath overhead power lines or underground cables belonging to Eskom as well as underground pipelines and communication cables belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The Contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused during excavation

Work executed within the road reserve of provincial or local roads shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure, special care must be taken so as not to disturb the functioning of the existing facilities.

##### **4.4.2 Connection to Existing Services**

Prior to connection of new services to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Employer's Representative, in writing, to inspect such Works. Only upon written approval of the Employer's Representative, may connections to existing services be made.

##### **4.4.3 Contractor to Notify Relevant Authority and the Employer's Representative of Damaged Service**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall

report the occurrence to the Employer's Representative in writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the Employer's Representative and Authority. The Contractor will be held responsible for paying all costs incurred by the Service owner or himself as result of each incident where the relevant service was clearly identified beforehand.

## **5. MANAGEMENT**

### **5.1 Health and Safety**

#### **5.1.1 Health and Safety Requirements**

The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety.

#### **5.1.2 Protection of the Public**

- As the above entails working in an already developed area where services are provided to the public special attention must be paid to the following aspects:
  - a) No blasting or working with percussion tools will be allowed unless prior written approval from the Employer's Representative and local authorities is obtained.
  - b) Safety of the public must be of prime importance, and the utmost care must be taken to ensure that the correct signs, barriers and warning devices are in place.
  - c) Movement of construction equipment must be always controlled on site.
  - d) When dust from the Works becomes a nuisance, the Contractor shall, when so ordered by the Employer's Representative, apply sufficient water or take other measures to lay the dust.

## 6 ANNEXURES

Annexure A OCCUPATIONAL HEALTH AND SAFETY

Annexure B Standard Forms to be used during the currency of the Contract

### ANNEXURE A

#### POHAS OCCUPATIONAL HEALTH AND SAFETY

##### POHAS1 SCOPE

This specification details the health and safety requirements associated with the Works. This specification is drawn up in accordance with the Construction Regulations. This specification must be read in conjunction with the following sections of this document:

- i) Part C1.2 : Contract Data
- ii) Part C3 : Scope of Work
- iii) Part C4 : Site Information, prior to attempting to identify and detail the hazards relative to the specific Works.

##### POHAS2 INTERPRETATIONS

###### POHAS2.1 Legislation and Regulations

The following legislation is applicable:

- a) Occupational Health and Safety Act, Act 85 of 1993 (hereinafter referred to as “the Act”),
- b) Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R.1010, published in Government Gazette 25207, (hereinafter referred to as “the Regulations”).

###### POHAS2.2 Definitions

- a) Construction work is defined as: “Any work in connection with: -
  - the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
  - the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.
  - the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil Employer’s Representativeing structure; or

- the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.
- a) The “Contractor” is defined as an employer who performs construction work and includes the principal contractor and his sub-contractors.
- b) The “Employer” means any person, institution or company for whom construction work is performed.
- c) The “Agent” means any person who acts as a representative of the Employer.

**POHAS3 GENERAL**

POHAS3.1 The Contractor shall ensure that all work is executed in accordance with work procedures, which comply to accepted safety practices with the Act and the Regulations.

POHAS3.2 The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour in writing of the intended construction work in terms of Regulation 3 of the Regulations.

POHAS3.3 The Contractor shall not engage in any construction work until confirmation has been received in writing on behalf of the Employer that the Contractor’s health and safety plan is deemed suitable.

POHAS3.4 The Contractor shall inform the Employer’s Representative in writing of the name and address of the Contractor’s construction safety officer (CSO) and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO’s authority to act for the Contractor. The Contractor’s CSO shall make available to the Employer an all-hours telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.

POHAS3.5 The location of the Works specific to this Contract is clearly described in the Scope of Work, forming Portion 2, Part 3 of this document.

The Contractor shall, in preparation of his Health and Safety Plan, familiarise himself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he is conversant with these, should the need therefor arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

POHAS3.6 Should the Contractor at any stage in execution of the Works:

- a) fail to implement or maintain his health and safety plan.
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons,

the Employer, his Agent or the Employer's Representative will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.

POHAS3.7 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.

POHAS3.8 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under "fixed charge items" and "time related items".

POHAS3.9 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

POHAS3.10 The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

#### **POHAS4 GENERAL REQUIREMENTS**

##### **POHAS4.1 Health and Safety Plan**

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

- a) The Contractor's health and safety plan shall include the following principles:
  - i) A Health and Safety Policy authorised by the Contractor's executive corps that clearly states overall health and safety objectives and commitment to improving health and safety performance.
  - ii) A proper risk assessment of the construction work.

- iii) Pro-active identification of potential hazards and unsafe working conditions.
  - iv) Informing and/or training of employees working in hazardous and risk areas.
  - v) Provision of a safe working environment and safety equipment.
  - vi) Ensure the safety of sub-contractors through their safety plans.
  - vii) Monitoring health and safety on the construction works on a regular basis.
  - viii) Use of competent construction safety officers.
- b) The Contractor's health and safety plan should cover the following detail:
- i) Health and Safety Policy.
  - ii) Indication of competent supervision on site.
  - iii) Competencies of persons (scaffold supervisors, first aiders, etc.)
  - iv) Duties and responsibilities of all appointed persons on the project.
  - v) Indication of condition and availability of high-risk equipment, tools & equipment.
  - vi) Monitoring mechanisms.
  - vii) Risk assessments of hazards identified.
  - viii) Arrangements for continuous risk assessments on the project.
  - ix) Medical and first aid arrangements.
  - x) Emergency preparedness arrangements.
  - xi) Accident/ incident reporting and investigation arrangements.
  - xii) Personal protective equipment arrangements.
  - xiii) Site health and safety meeting arrangements.
  - xiv) Audit arrangements
  - xv) Selection, procurement & management of other contractors.
  - xvi) Maintenance arrangements of machinery and equipment.
  - xvii) Designer/Employer's Representative interaction arrangements.
  - xviii) Worker's welfare facilities.
  - xix) Induction arrangements.
  - xx) Training arrangements.
  - xxi) Performance review and improvements on the project.
  - xxii) Past health and safety performance statistics of the Contractor.

#### **POHAS4.2 Health and Safety File**

- a) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and the Regulations, is opened and kept on site and made available to the Employer or inspector upon request.
- b) The Contractor's health and safety file should inter alia cover the following detail:
  - i) A copy of the health and safety plan.
  - ii) All inspection reports as indicated in POHAS4.4.
  - iii) Accident and incident reports.
  - iv) Minutes of monthly health and safety meetings.

- v) Contact details of the CSO.
  - vi) Inventory of safety and first aid equipment.
  - vii) Method statements and procedures not included in the health and safety plan.
  - viii) Continuous risk assessments on the project.
  - ix) Toxic and hazardous material data sheets.
- c) Upon completion of the Works, the Contractor shall hand over a consolidated health and safety file to the Employer.

### **POHAS4.3 Monitoring Mechanisms**

Inspections as required by the Act must be conducted and the records thereof kept in the health and safety file.

- 4.3.1 Weekly inspections of first aid boxes.
- 4.3.2 Weekly inspections of ladders.
- 4.3.3 Weekly inspections of fire-fighting equipment.
- 4.3.4 Names and addresses of its employees who are registered as trained firefighting personnel as well as a duty roster.
- 4.3.5 Monthly inspections of welding machines.
- 4.3.6 Monthly inspections of oxy-acetylene equipment.
- 4.3.7 Monthly inspections of builders' hoists.
- 4.3.8 Monthly inspections of mobile and tower cranes.
- 4.3.9 Monthly inspections of lifting gear.
- 4.3.10 Monthly inspections of electrical equipment.
- 4.3.11 Monthly tests of earth leakage units.
- 4.3.12 Inspections of formwork and support work on a routine basis as specified in POHAS5.1(d).

**POHAS4.4 First Aid**

**POHAS4.4.1 Safety Notice Board**

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600 mm x 800 mm.

**POHAS4.4.2 First Aid Equipment**

The Contractor shall provide a stretcher for emergencies and a first aid box with the minimum contents as prescribed by the General Safety Regulations as published by means of Government Notices.

The first aid box(es) shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

**POHAS4.4.3 Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. Areas so demarcated shall be deemed to be "designated areas".

**POHAS4.4.4 Reporting of incidents and/or injuries**

All incidents in respect of damage to Works, property or machinery or injury to persons shall be reported by the CSO or Site Representative to the Employer as soon as possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Employer within twenty-four (24) hours of the occurrence of the incident.

The Employer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Employer with full facilities for carrying out such enquiries.

**POHAS4.5 Good Housekeeping**

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and

equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions. The Contractor shall keep the construction site neat and tidy and shall dispose of all waste material in an orderly manner. All materials and equipment on the construction site shall be stored neatly and safely.

#### **POHAS4.6 Personal Protective Clothing**

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard.

##### **POHAS4.6.1 Hard Hats**

All employees of the Contractor shall wear hard hats in designated areas. The Contractor shall keep enough hard hats available, of a contrasting colour to that of his employees, for the use of visitors to the Works. Hard hats shall not be painted or otherwise defaced.

##### **POHAS4.6.2 Eye & Ear Protection**

Suitable eye and/or ear protection shall be worn in designated areas or when grinding, chipping, breaking, drilling, arcwelding, cutting with oxy-acetylene equipment or similar activities are taking place.

##### **POHAS4.6.3 Footwear**

All employees of the Contractor shall wear serviceable, laced-up safety footwear suitable for the intended purpose in designated areas.

##### **POHAS4.6.4 Gloves**

All employees of the Contractor shall wear suitable protective gloves in designated areas or when handling hot or hazardous materials or chemicals.

##### **POHAS4.6.5 Clothing**

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals. Reflective vests shall be worn when working in or close to areas where traffic or movement of vehicles, earth moving equipment and poor visibility occur. Persons working over an accumulation of water e.g. Pipeline, rivers, dams or harbours, where a danger exists of falling into the water, shall wear life belts.

#### **POHAS4.7 Road Traffic and Transportation**

POHAS4.7.1 The Contractor shall ensure that vehicles are maintained in a roadworthy condition.

POHAS4.7.2 The Contractor shall ensure that drivers of vehicles are possession of an appropriate and valid driver's licence.

POHAS4.7.3 The Contractor shall not permit any driver to be in control of a vehicle on the Works while under the influence of intoxicating liquor or narcotic drugs.

POHAS4.7.4 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

**POHAS4.8 Overhead Power lines**

Regulations of the electricity supply authority in connection with prohibition of operations in the vicinity of overhead power lines shall be complied with by the Contractor at all times.

**POHAS4.9 Machinery, Tools and Equipment**

The Contractor shall ensure that all machinery, tools and equipment are safe to use and maintained in a good condition. All tools and machinery driven by electrical, mechanical or other means shall be adequately guarded. All machinery, tools and equipment are to be regularly inspected, and such registers are to be kept on site.

**POHAS4.10 Welfare Facilities**

POHAS4.10.1 The Contractor shall provide and maintain at or within reasonable access of Works, the following clean facilities:

- a) At least one (1) shower for every fifteen (15) workers of each gender.
- b) At least one (1) sanitary facility for every thirty (30) workers of each gender.
- c) Changing facilities for each gender, and
- d) Sheltered eating areas.

**POHAS5 SPECIAL REQUIREMENTS**

**POHAS5.1 Formwork and Support Work**

The Contractor shall ensure that -

- a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.

- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable.
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register, kept in the health and safety file.
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in sub-paragraph (a).

#### **POHAS5.2 Prevention of Uncontrolled Collapse**

The Contractor shall ensure that -

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

#### **POHAS5.3 Scaffolding**

- a) When using access scaffolding the Contractor shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into the Regulations under section 44 of the Act.
- b) The Contractor shall ensure that all scaffolding operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- c) All scaffolding shall comply to SABS 085 "The design, erection, use and inspection of access scaffolding" of which a copy shall be kept in the health and safety file.

**POHAS5.4 Safe Working Loads**

The Contractor shall ensure that:

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances; and
- c) all lifting gear is marked with a unique identity number and recorded in a register kept in the health and safety file.

**POHAS5.5 Commissioning Safety Precautions**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

**POHAS5.6 Use and Storage of Toxic, Hazardous Chemical and Flammable Materials**

- a) The Contractor shall take adequate safety precautions with the handling and storage of any toxic, hazardous chemicals and flammable materials.
- b) The Contractor shall provide suitable and adequate protective equipment when working in areas where toxic, hazardous chemicals and flammable materials are being used.
- c) The Contractor shall ensure that its employees have familiarised themselves with the toxic and hazardous material data sheets applicable as well as the location of firefighting equipment, safety showers/baths and other washing facilities, prior to commencement of work.

**POHAS5.7 Work on Elevated Positions**

- a) Whenever persons are required to work in an elevated position, every possible and practicable means shall be adopted to provide such persons with effective safeguards.
- b) The Contractor shall stop all persons working on the erection of steelwork during periods of inclement weather or if the possibility of lightning strikes is present.
- c) Safety belts shall be worn when working at an elevation of 2 metres or more.
- d) Working on elevated positions shall only be carried out under the supervision of a competent person, appointed in writing by the Contractor.
- e) Under no circumstances may safety belts be used as fall arrest equipment but only as a fall prevention device. Full body harnesses with appropriate arrest mechanisms are to be used for fall arrest purposes.
- f) Lifelines are to be used with safety harnesses or safety belts when doing steel erection and other similar activities such that persons are not exposed to danger by continuously attaching and detaching the lanyards from the structure.

**POHAS5.8 Excavations**

- a) Digging or excavation operations may not commence without the written authorisation from the competent supervisor appointed by the Contractor in writing.
- b) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- c) All excavations by the Contractor are to be clearly demarcated to prevent accidental access.

Solid barricading shall be used at areas where there is a fall hazard present (save for pipe trenches). Danger tape may only be used to make the solid barricading more visible.

**POHAS5.9 Indemnity of Employer and His Agents**

- a) The annexure to this Contract Document contains a declaration pertaining to the Health and Safety Plan which shall be duly completed and signed by the Tenderer. A copy of the signed declaration shall be included in the Contractor's Health and Safety Plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

**POHAS6 MEASUREMENT AND PAYMENT**

The Contractor shall clearly demonstrate that he has indeed made provision for the cost of health and safety measures during the construction process, as required in terms of Sub clause 4(1)(h) of the Construction Regulations (2003) proclaimed under section 43 of the Occupational Health and Safety Act. (Act No. 85 of 1993).

The tendered price shall include for compliance to the following legislation:

- Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- Occupation Health and Safety Act, 85 of 1993 and Regulations promulgated there under; and

Differentiation shall be made in the Schedule of Quantities between the following two payment items:

- Establishment by the Contractor of facilities on site, and
- Operations and maintenance by the Contractor of facilities on site to ensure that all work is executed in accordance with above mentioned legislation and this Specification.

## **ANNEXURE B**

### **STANDARD FORMS TO BE USED DURING THE CURRENCY OF THE CONTRACT**

Certificate Summary

Summary of Schedules

Schedules – Description

Contract Price Adjustment

Day work Returns

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**PART C4     SITE INFORMATION**

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<b>C4: SITE INFORMATION</b>
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**1. GENERAL**

**1.1 Documentation**

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore, to decide upon his method of working and programming and to evaluate his risks.

**1.2 Information**

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.