



NEWCASTLE MUNICIPALITY
'The city of growth, peace and prosperity'

TECHNICAL SERVICES - ELECTRICAL DEPARTMENT

BID NO: A014 – 2024/25

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF RIPPLE SIGNAL
TRANSMITTERS, EQUIPMENT AND ASSOCIATED CONTROL SYSTEMS FOR INJECTION OF
AUDIO FREQUENCY RIPPLE CONTROL SIGNALS**

CIDB GRADING
3 EP/EB or Higher

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Wednesday, 16 April 2025

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed tender document must be deposited in the Tender Box provided in the 1st Floor, Newcastle Municipality Civic Centre, 37 Murchison Street, Newcastle by not later than 12:00hrs on **16 April 2025** when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	18 March 2025
ESTIMATED CIDB CONTRACTOR GRADING	:	3EP/EB or higher
CLARIFICATION MEETING	:	Not Applicable
CLOSING DATE	:	Wednesday, 16 April 2024
CLOSING TIME	:	12H00
CLOSING VENUE	:	Tender Box, located at Newcastle Municipality Offices, 37 Murchison Street, 1 st Floor, Newcastle

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Part T1: Tendering Procedures

- T1.1 Tender Notice and/or Invitation To Tender
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T1.1 TENDER NOTICE AND INVITATION TO TENDER



The Newcastle Municipality hereby invites tenders for **Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals**

Tenderers should have a CIDB contractor grading 3EP/EB or higher.

Bid documents are obtainable as from **Tuesday, 18 March 2025**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a non-refundable document fee of R 300.00. **Alternatively the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).**

Banking Details - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Mr S. Vilakazi / S. Zwane
Technical enquiries: Mr. S. Gumbi

Telephone no.: 034 328 7818/7625
Telephone no.: 034 312 1201

A compulsory clarification meeting is not applicable on this infrastructure procurement. **All questions and queries will also be handled through digital platform by emailing to Sizwe.Gumbi@newcastle.gov.za.** All prospective tenders are encouraged to register their emails under this email to receive tender clarity on technical queries and related responses.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

This bid will remain valid for 180 days. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **"Tender No: A014 – 2024/25 Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals"** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 16 April 2025** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference or Tender Data.

Minimum functional requirements: Services providers or Contractors that submitted acceptable bids and that scored at least the minimum of **70%** or more on functionality will qualify for further evaluation in terms of Preference and Price (in terms of Preferential Procurement Regulation, 2022) and those who score less than 70% will be regarded as submitting non-responsive bid and will be disqualified.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za.

Mr. Z.W Mcineka
Municipal Manager

Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940

PART A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY					
Bid Number	A014 – 2024/25	Closing Date	16 April 2025	Closing Time	12h00
Description	Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals				

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

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

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
Preferential points (80/20) or (90/10)	Price = 80 / 90	Preferent points = 20 / 10			Total = 100

	20	10	Tick for claim
Specific Contract Participation Goals			
Black people (Equity HDI's)	8	4	
Black people with disability/youth	4	2	
Black people who are women	4	2	
Locality (within Amajuba district)	4	2	
TOTAL HDI SCORE	20	10	

POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT

Total Number of Items Offered		Total Bid Price:	
Signature of Bidder		Date:	

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr Sabelo Vilakazi	Mr Sizwe Gumbi
Telephone number	034 328 7818	034 312 1201/2
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Sizwe.Gumbi@newcastle.gov.za

PART B

MBD1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Standard Conditions of Tender as contained in **Annex C of the CIDB Standard for Uniformity for construction Procurement, (Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.)** and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No
- 3.2. Does the entity have a branch in the RSA? ☐ Yes ☐ No
- 3.3. Does the entity have a permanent establishment in the RSA? ☐ Yes ☐ No
- 3.4. Does the entity have any source of income in the RSA? ☐ Yes ☐ No
- 3.5. Is the entity liable in the RSA for any form of taxation? ☐ Yes ☐ No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

T1.2.1 Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see www.cidb.org.za). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

Clause number	Data
C.1.1 ACTIONS	Add the following: The Employer is NEWCASTLE MUNICIPALITY, represented by SED Technical Services
C.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise: The Tender Part T1: Tendering Procedures T1.1 Tender Notice and Invitation To Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules The Contract Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Tenderer's Direct Participation of Targeted Enterprises C1.5 Performance Guarantee C1.6 Adjudication C1.7 Occupational Health and Safety Agreement Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3 Scope of work Part C4: Site Information C4 Site Information
C1.4 COMMUNICATION & EMPLOYERS AGENT	Add the following: Attention is drawn to the fact that verbal information, given by the Employer's Agent 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. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.
C.2	Add the following after C.2.1:

Part T2 : Tender Data & Returnable Documents

TENDERER'S OBLIGATIONS C.2.1 ELIGIBILITY	Only those tenderers who satisfy the following criteria are eligible to submit tenders: A. Construction Industry Development Board (CIDB) Registration Only those 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 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, 3EP/EB or higher class of construction work, are eligible to have their tenders evaluated. B. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3EP class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EP class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore no tenderer will be allocated work that is more than the tenderer's current CIDB grading.
C.2.7 CLARIFICATION MEETING	<i>Add the following:</i> The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.
C.2.12 ALTERNATIVE TENDER OFFERS	<i>Add the following after C.2.12.2:</i> A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer. B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the

Part T2 : Tender Data & Returnable Documents

	alternative offer complies in all respects with the Employer's standards and requirements. D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.
C.2.13 SUBMITTING A TENDER OFFER	A. <i>Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies. B. <i>Add the following after the first sentence of C.2.13.5:</i> The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall 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 is defined 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 permit a full appraisal of its functioning. C. <i>Add the following after the first sentence of C.2.13.5:</i> The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box : Newcastle Municipality Offices, 1st Floor Physical address : 37 Murchison Street, Newcastle Identification details : BID NO A014 – 2024/25 Sealed tenders with the Tenderer's name and address and The endorsement "Tender No: A014 – 2024/25: Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals" on the envelope, must be placed in the Appropriate official tender box at the abovementioned address. D. <i>Add the following after C.2.13.6:</i> A two-envelope procedure as described in C.3.5 will not be followed.
C.2.15 CLOSING TIME	<i>Add the following:</i> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16 TENDER OFFER VALIDITY	<i>Add the following:</i> The tender offer validity period is 180 days.
C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION	<i>Add the following:</i> A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if

Part T2 : Tender Data & Returnable Documents

	the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.
C.2.23 CERTIFICATES	Add the following: The tenderer is required to submit the following certificates with the tender: A. Certificate of Contractor Registration (CIDB) Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2). B. Tax Compliant Status Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form REGISTRATION SUMMARY REPORT BY CENTRAL SUPPLIER DATABASE FOR THE SOUTH AFRICAN GOVERNMENT. Tax Compliance Status will be verified and is compulsory. Each party to a Consortium/Joint Venture shall submit a separate Tax Compliant Status C. Tenders exceeding R10 million Where the tendered amount inclusive of VAT exceeds R10 million: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 83).
	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
C.3.4 OPENING OF TENDER SUBMISSIONS	Add the following: The time and location for opening of the tender offers is:

Part T2 : Tender Data & Returnable Documents

	Time : as per tender advert Location : 1st Floor, Newcastle Municipality Offices, 37 Murchison Street, Newcastle Tenders will be opened immediately after the closing time for tenders at 12:00.																		
C.3.5 TWO ENVELOPE SYSTEM	Add the following: A two-envelope procedure will not be followed.																		
C.3.8 TEST FOR RESPONSIVENESS	Add the following after C.3.8.2: Tenders will be considered non-responsive if: - the tender is not in compliance with the Scope of Work; - the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance. - the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above. - The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. - The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG₂) of at least the minimum percentage specified (if so specified).																		
C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL	Add the following: The procedure for the evaluation of responsive tenders is Method 2 where the total number of adjudication points achieved, $T_{EV} = N_{FO} + N_P + N_Q$. where: N_{FO} is the number of tender evaluation points awarded for the financial offer. N_P is the number of tender evaluation points awarded for preference. N_Q is the number of tender evaluation points awarded for quality.																		
C.3.11.2 SCORING FINANCIAL OFFERS	Add the following new sub Clause: The financial offer will be scored using Formula 2 (Option 1) The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.																		
C.3.11.3 SCORING PREFERENCES	Add the following new sub clause: Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows: Points awarded will be according to a tenderer's HDI and summarised in the table below: <table><tr><th colspan="2"></th><th>POINTS</th></tr><tr><td colspan="2">1. Price</td><td>80</td></tr><tr><td colspan="2">2. Specific Contract Participation Goals</td><td></td></tr><tr><td colspan="2">2.1 Historically Disadvantaged Individuals</td><td>16</td></tr><tr><td>2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution</td><td>8</td><td></td></tr><tr><td>2.1.2 Who is female</td><td>4</td><td></td></tr></table>			POINTS	1. Price		80	2. Specific Contract Participation Goals			2.1 Historically Disadvantaged Individuals		16	2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8		2.1.2 Who is female	4	
		POINTS																	
1. Price		80																	
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2.1 Historically Disadvantaged Individuals		16																	
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8																		
2.1.2 Who is female	4																		

Part T2 : Tender Data & Returnable Documents

	2.1.3 Who has a disability	2	
	2.1.4 Who's youth	2	
	2.2 Other Specific goals (Local Economic Development goals of the RDP)		4
	2.2.1 Business operations within Amajuba District	4	
	2.2.2 Business Operations within KwaZulu-Natal Province	2	
	2.2.3 Business operations within South Africa	0	
Total points for Price and HDI principles must not exceed			100
C.3.11.4 OBJECTIVE CRITERIA	Add the following new sub clause: The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the below mentioned risks. In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria: • The risk of fruitless and wasteful expenditure to Newcastle Local Municipality; • The risk of Irregular expenditure to Newcastle Local Municipality; • The risk of poor project and contract management on existing project with Newcastle Local Municipality; • The risk of an abnormally low bid; and • The risk of a material irregularity.		
C.3.11.5 SCORING QUALITY	Add the following new sub clause: Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below: QUALITY SCORING CRITERIA Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents". Tenderers are required to meet a minimum Quality Score of 70 points based on the criteria listed below. A score of less than 70 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.		
DETAILED BREAKDOWN OF QUALITY POINTS			
The bid shall be evaluated in stages as follows: - Stage 1: Administrative compliance Stage 2: Mandatory Requirement – CIDB Contractor Grading Designation Stage 3: Technical evaluation/ eligibility criteria Stage 4: Comparison of Tender Offers in terms of Preferential Procurement Regulations, 2022 Stage 5: Objectivity criteria			
1.1 Administrative compliance			
The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard			

Part T2 : Tender Data & Returnable Documents

administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

Water and lights account in the name of tendering entity

Tax Status, CSD registration

Verification if not listed under tender defaulters.

Signing of MBD 1

Declaration of interest – MBD 4

All forms must be completed in full.

1.2 Mandatory Requirement – CIDB Contractor Grading Designation

Proof of registration with CIDB on Contractor Grading Designation: **3 EP / EB or Higher.**

1.3 Technical evaluation / Eligibility criteria

The approach to be adopted for the technical evaluation is that criteria have been developed that indicate the elements that are mandatory and non-negotiable. **Only contractors that have achieved 70% will be further evaluated for the next stage.**

No.:	Criteria	Points
1	Project Team (Organogram – Full time employment) 1.1 Project Manager (20 points) • Certified qualification at a minimum of NQF level 6 certificate in electrical engineering (10 points) • Certificate of Compliance: Valid Trade Certificate – Wireman's certificate (5 points) • Field experience of 2 years and above (5 points) – 2 years or more = 05 points – Less than 2 years = 2.5 points 1.2 Project Electrician (20 points) • Certificate of Compliance: Valid Trade Certificate – Wireman's certificate (10 points) • Field experience of 5 years and above (10 points) – 5 years or more = 10 points – 3 to 5 years = 07 points – Less than 3 years = 04 points <u>Portfolio Evidence to be submitted</u> Firm's Organogram, with CV, certified qualifications not older than three months from the date of tender closing.	40
2	Availability of Plant • 3 Ton truck Proof of ownership (10 points): evidence (Proof of purchase) • Rental (5 points) evidence: evidence (letter of intent or rental agreement)	10
3	Company experience • Proof of successfully completion of similar works/services 10 points per project up to the maximum of five (5) completed projects. <u>Portfolio of evidence:</u> Appointment letter and completion certificate or reference letter.	50
TOTAL POINTS		100

MINIMUM QUALIFYING SCORE	70%
80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers. (Please refer to MBD 6.1) 1.4 Comparison of Tender Offers in terms of Preferential Procurement Regulations, 2022 The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000. 1.5 Objectivity criteria In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria: - The risk of fruitless and wasteful expenditure to Newcastle Local Municipality; - The risk of Irregular expenditure to Newcastle Local Municipality; - The risk of poor project and contract management on existing project with Newcastle Local Municipality; - The risk of an abnormally low bid; and - The risk of a material irregularity. The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.	
C.3.13 ACCEPTANCE OF TENDER OFFER	A. Add the following: Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity; b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the CIDB with an appropriate category of registration; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; iii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction

	Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer complies with the requirements pertaining to Local Content and Production. Notification of Decision and Appeal Period If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision. Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 14 days of notification of the decision. Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must: • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee. Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000). The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.
C.3.17 PROVIDE COPIES OF THE CONTRACTS	<i>Add the following:</i> The number of paper copies of the signed contract to be provided by the employer is one.

Standard Conditions of Tender

- Note: 1 *These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*
2. *Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.*

C.1 General

C.1.1 Actions

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised.

C.1.5.3 An employer may, only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

 a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

 b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

 c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for

the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non - disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross

misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
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.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 VARIATIONS TO THE STANDARD CONDITIONS OF TENDER

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Part T2: Returnable Documents & Schedules

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A34; B1 to B4; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
A1	Authority to Sign Documents	34
A2	Letter of Good Standing with Workmen's Compensation Commissioner	35
A3	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)	37
A4	Schedule of Work Experience of Tenderer	38
A5	Current and Recent Projects for Newcastle Municipality	40
A6	Schedule of Construction Plant	41
A7	Schedule of Subcontractors	43
A8	Details of Experience of Contracts Manager, Site Agent, General Foreman	44
A9	Compulsory Enterprise Questionnaire	45
A10	Alterations / Amendments by Tenderer	48
A11	Schedule of Daywork Rates	49
A12	Record of Addenda to Tender Documents	51
A13	Size of Enterprise and Current Workload	52
A14	Joint Venture Disclosure Form	53
A15	Details of Alternative Tenders Submitted	61
A16	Amendments and Qualifications by Tenderer	62
A17	Declaration of Interest (MBD 4)	63
A18	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)	66
A19	Certificate of Independent Tender Determination (MBD 9)	68
A20	Form Concerning Fulfilment of the Construction Regulations 2014	71
A21	General Information (Procurement)	73
A22	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MBD 6.1)	77
A23	Tenderer's Financial Standing	81
A24	Socio Economic Upliftment Strategy	82
A25	Declaration for Municipal Accounts	83
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	CIDB Contractor Registration Certificate	85
B2	Tax Compliant Status – Tax Pin Verification Certificate	86

Schedule C	Other Documents that will form part of The Contract	
C1.1	Form of Offer and Acceptance	88
C1.2	Contract Data	93
C1.3	Tenderer's Direct Participation of Targeted Labour	96
C1.4	Tenderer's Direct Participation of Targeted Enterprises	98
C1.5	Performance Guarantee	100
C1.6	Adjudication	103
C1.7	Occupational Health and Safety Agreement	104
C2	Pricing Data and Bill of Quantities	107

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
C3	Scope of Work	110

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

T2.2 RETURNABLE DOCUMENTS & SCHEDULES

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals

A1. AUTHORITY TO SIGN DOCUMENTS

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals

A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER

ATTACH LETTER OF GOOD STANDING TO THIS PAGE.

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

This is to certify that I/We*

of (tenderer)

of (address)

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

SIGNED BY/ON BEHALF OF THE EMPLOYER:

Name	Signature	Date

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

A3. 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 partnershipacting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....
		Signature :..... Name :..... Designation :.....

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

A4. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Date Complete d
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

CURRENT CONTRACTS

Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

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)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

A5. CURRENT AND RECENT PROJECTS FOR NEWCASTLE MUNICIPALITY

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR NEWCASTLE MUNICIPALITY			R

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

[illegible]

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED

Description	Arrangements Made	Delivery Date	Size	Capacity	Number

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)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

A7. SCHEDULE OF SUBCONTRACTORS

Note that **30%** of the work must be given to the local sub-contractors which will be appointed or nominated during construction.

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

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)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A8. DETAILS OF EXPERIENCE OF PROJECT MANAGER, ELECTRICIAN, SITE AGENT & SAFETY OFFICER.

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and General Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACTS MANAGER					
NAME				NQF LEVEL	
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed	
SITE AGENT					
NAME					NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed	
ELECTRICIAN					
NAME					NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed	
SAFETY OFFICER					
NAME					NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed	

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A9. 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

Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number /Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

I

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

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

*insert separate page if necessary

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

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- 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;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A10. ALTERATIONS / AMENDMENTS BY TENDERER

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

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

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)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A11. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour	%	"On-Cost"
			plus		
2	Gangers	R.....	per hour	%	"On-Cost"
			plus		
3	Tradesmen	R.....	per hour	%	"On-Cost"
			plus		
4	Other				
	(a)	R.....	per hour	%	"On-Cost"
			plus		

Overtime

1	Labourers	R.....	per hour	%	"On-Cost"
			plus		
2	Gangers	R.....	per hour	%	"On-Cost"
			plus		
3	Tradesmen	R.....	per hour	%	"On-Cost"
			plus		
4	Other				
	(a)	R.....	per hour	%	"On-Cost"
			plus		

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

..... %

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A12. 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 append additional sheets.

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A13. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes

☐

No

☐

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A14. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces.
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address
.....
.....
- d) Telephone.....
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm.....
- Postal Address.....
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

2.2(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the "managing partner", if any,

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

Figure 1

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone

Date.....

Tender
Part T2: Returnable Documents
SCHEDULES

T2.2
RETURNABLE

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

A15. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

[illegible]

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A16. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A17. DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No

¹MSCM Regulations: "in the service of the state" means to be –

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

²"Shareholder"" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Tender
Part T2: Returnable Documents
SCHEDULES

T2.2
RETURNABLE

3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A18. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A19. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Standard Tender Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of.....that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer.
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer.
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation.
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a tender.
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A20. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

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

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

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

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

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

5. Potential key risks identified and measures for addressing risks:
.....
.....
.....
.....

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

(Tick)

YES	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A21. GENERAL INFORMATION (PROCUREMENT)

1. Name of tendering entity:
2. Contact details:
 Contact name and number:
 Address of tendering entity:
 Postal code:
 Tel no: () Fax no: ()
 E-mail address:
3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
 (In the case of a joint venture, provide for all joint venture members)

.....

Tender
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5. VAT registration number **(COMPULSORY):**

(In the case of a joint venture, provide for all joint venture members)

.....

.....

6. Company or closed corporation registration number **(COMPULSORY):**

(In the case of a joint venture, provide for all joint venture members)

.....

.....

7. Construction Industry Development Board (CIDB) registration number **(COMPULSORY)**

(In the case of a joint venture, provide for all joint venture members)

.....

.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members **(COMPULSORY)**

(In the case of a joint venture, provide for all joint venture members)

ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE "NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS")

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

(In the event of a joint venture, to be completed by all joint venture partners)

[illegible]

1. SMME Status

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A22. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3. The maximum points for this bid are allocated as follows:

		POINTS	
		80	90
1 Price			
Specific Contract Participation Goals		20	10
2.1 Historically Disadvantaged Individuals		16	8
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people)	8 / 4		
2.1.2 Who is female	4 / 1		
2.1.3 Who has a disability and / or Youth	2 / 1		
2.1.4 Who is Youth	2 / 1		
2.2 Other Specific goals (Local Economic Development goals of the RDP)		4	2
2.2.1 Business operations within Amajuba District – rural development initiatives	4 / 2		
Total points for Price and HDI principles must not exceed		100	100

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.4 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

3.2 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
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Part T 2.2: Returnable Documents

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 & 1993 Constitution		16		
➤ Race		8		
➤ Female		4		
➤ Disability		2		
➤ Youth		2		
Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)		4		
➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

Part T 2.2: Returnable Documents

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

A023. TENDERER'S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A024. SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my/our proposed socio-economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub-contracting, skilled and semi-skilled labour employment, procurement of local labour and material, employment of woman, youth and disabled, etc

Notes:

- a) The developer has commitment to utilising the local community resources and labour, and as such preference will be shown to bidder's who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

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

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

A025. DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Number	Account

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Part T 2.2: Returnable Documents

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with account statement or a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner.
Bidding entities who operate from farms / informal settlements		An original signed letter from their Induna. OR An original signed ward councillor letter confirming the location of business operations. The letters should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print)
.....

Authorised Signature:

As witness: 1.

2.

B1: CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

B2: TAX COMPLIANT STATUS

Attach hereto the tax compliant Status with South African Revenue Services (SARS) – Tax Pin Verification Certificate

Each party to a Consortium/Joint Venture shall submit a separate Tax Pin Verification Certificate, or proof that he or she has made the necessary arrangements with SARS.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

NEWCASTLE MUNICIPALITY

Tender number: A042 - 2024/25

Appointment of Contractors through a Framework Agreement Contract for Provision Of Electrical Engineering Works, Trenching And Electrification

B3: CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

NB: Joint Ventures or Consortiums must submit a combined proof of registration which will be applicable on this tender.

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
 - C1.2 Contract Data
 - C1.3 Tenderer's Direct Participation of Targeted Labour
 - C1.4 Tenderer's Direct Participation of Targeted Enterprises
 - C1.5 Performance Guarantee
 - C1.6 Adjudication
 - C1.7 Occupational Health and Safety Agreement
-

C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

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

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

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 Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....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.

SIGNED ON BEHALF OF/BY THE TENDERER:

Signature		Date	
Name			
Capacity			
Name of Tenderer			

Name and
Signature of

Witness Date

Acceptance

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

The terms of the contract are contained in:

- Part C1: 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.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five 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 of the Institution			
Signature		Name (print)	
Capacity		Date	

Name and
Signature of

Witness Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become 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

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2. Subject

Details

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3. Subject

Details

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4. Subject

Details

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.....

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.

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

SIGNED ON BEHALF OF/BY NEWCASTLE MUNICIPALITY:

Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Contract Data

NEWCASTLE MUNICIPALITY

Tender number: A014 - 2024/25

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.7	The Principal Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project.
1.1.1.14 5.14.1	The date for achieving Practical Completion is a date to be agreed between the Employer and the Contractor before the commencement of the works.
1.1.1.15 1.2.1.2	The Employer is NEWCASTLE MUNICIPALITY , represented by SED Technical Services and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer."
1.1.1.26	The Pricing Strategy is Bill of Quantities .
1.2.1.2	The name of the Employer is : NEWCASTLE MUNICIPALITY The address of the Employer is : 37 Murchison Street, Newcastle
5.3.1	The documentation required before commencing with the Works are: 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the

	Contractor's health and safety plan has been approved and the initial requirements have been complied with.
5.3.2	Time to Submit the documentation required before commencement of the Works is 14 days.
5.4	Add the following clause after Clause 5.4.3: 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.
5.5.1	The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.
5.6.1	The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.
5.8.1	The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar.
5.13.1	The penalty for failing to complete the Works is R 1000.00 per day per project.
5.16.3	The latent defects period is 12 months per project.
6.8.2	Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. SCHEDULE WITH THE FOLLOWING VALUES. THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: a = 0.3 (LABOUR) b = 0.3 (CONTRACTOR' S EQUIPMENT) c = 0.35 (MATERIAL) d = 0.05 (FUEL) CONSUMER PRICE INDEX APPLIES AS FOLLOWS: PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015. PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01) PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
6.10.3	The limit of retention money is 10% to a maximum of 5% of the contract value.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
10.3.1	Disputes are to be settled in terms of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed

	Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
10.5.3	The number of Adjudication Board Members to be appointed is as per Newcastle Municipality regulations.
10.7.1	The determination of disputes shall be by arbitration.

Part 2: Data Provided by the Contractor

Clause															
1(1)(h) 1(2)	The name of the Contractor is The address of the Contractor is <table border="0"> <tr> <td>Physical Address</td> <td>Postal Address</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>Telephone:.....</td> <td>Fax:</td> </tr> <tr> <td>Email:</td> <td></td> </tr> </table>	Physical Address	Postal Address									Telephone:.....	Fax:	Email:	
Physical Address	Postal Address														
.....															
.....															
.....															
.....															
Telephone:.....	Fax:														
Email:															

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

C1.2. Tenderer's Direct Participation of Targeted Labour

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area based on identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

For this project, the target area is defined as the relevant ward within Newcastle Municipality in which the project falls.

1.4 Labour Maximisation

Labour maximization shall contribute a minimum of 5% of the value of works (excluding Provisional Sums specified by the Engineer for items with no local labour content and work by specialist subcontractors).

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based on the definition above, not as calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = 0,50 \times (D - D_0) \times N_A$$

Where D = tendered Contract Participation Goal percentage.

D_0 = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content, specialist contractors and supply of pipes by the Employer and excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of _____ % (minimum: 5%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
Total			

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

C1.3. Tenderer's Direct Participation of Targeted Enterprises

Definitions

1.1 Targeted Enterprise

The following definitions shall apply to this schedule:

SMMEs shall contribute 30% of the value of works excluding value of specialist work by subcontractors (of which at least 50% is to be contributed by BEs). SMME's and BE's must be sourced from within the Newcastle Municipality.

1.2 Targeted Partners

Targeted partners have been defined for the contract. The tenderer may obtain a list of potential targeted partners from the Newcastle Municipality.

2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprise in accordance with the provisions of the SANS 1914 -4 as varied in sections 3 hereunder; Deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings;
- 2) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 3) Accept the sanctions set out in Section 4 below should such conditions be breached;
- 4) Complete the Contract Participation Goal commitment form contained in Section 5 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

Calculations of the contract participation goals shall be based as a % of targeted enterprises costs of the Net Amount (NA) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$\begin{aligned} P &= 0,50 \times (D - D_0) \times NA \\ \text{Where } D &= \text{tendered Contract Participation Goal percentage.} \\ D_0 &= \text{the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.} \\ NA &= \text{Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist contractors, expenditure specified by the Engineer for items with no local labour content and supply of pipes by the Employer and excluding VAT)} \\ P &= \text{Rand value of penalty payable} \end{aligned}$$

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of % (minimum: 30%).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

.....

Name:

.....

Duly authorized to sign on behalf of:

.....

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

Only items to be sub-contracted should be listed below, value will depend on the allocation of work to the main Contractor.

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
	Not applicable at this stage		
Total			

Sub-contractors with the lower CIDB grading must be assisted by the main contractor such that they are able to upgrade to the next level of their current grading.

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

C1.4. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:.....

"Employer" means: **NEWCASTLE MUNICIPALITY**

"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.

"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:.....

"Expiry Date" means:.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

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 and including the Expiry Date or 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 hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. 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:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. 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 5; and
 - 5.3. 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.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. 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.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. 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 No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

C1.5. Adjudication

Adjudication shall be carried out in terms of Clauses 7, 8, 9 and 10 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

C1.6. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN NEWCASTLE MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

C.O.I.D. ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

SIGNED BY/ON BEHALF OF NEWCASTLE MUNICIPALITY

Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

- C2.1 Pricing Instructions
- C2.2 Scope of work

NEWCASTLE MUNICIPALITY**Tender number: A014 - 2024/25****Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.****C2.1. Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

7. An item against which no price is entered will be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should several items be grouped together for pricing purposes.

8. **The quantities set out in the Pricing Schedule are not the final quantities and are only used for evaluation purposes only.** The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

CONSUMER PRICE INDEX APPLIES AS FOLLOWS:

N.B: PRICES ARE NOT APPLICABLE AT THESE STAGE BUT WILL BE CONSIDERED AT THE LATER STAGE WHEN SOURCING QUOTES FROM CONTRACTORS THAT WILL BE LISTED ON THE PANEL AGREEMENT.

C2.2: BILLS OF QUANTITIES

Item no.:	Item Description	Unit Measure ment	Quantity	Unit Cost	Total Cost
1.	Ripple Control Signal Injection, Transmitter				
1.1	Design, Manufacture, Deliver, Install and Commission of Ripple Control Transmitter as per specification				
2.	The Glen Substation				
2.1	Supply transmitter with 1 output as per specification	Sum	1		
2.2	Install transmitter as per specification	Sum	1		
2.3	Additional items to conform to specification	Sum	1		
2.4	Commissioning of transmitter	Sum	1		
2.5	As built drawings	Sum	1		
	Sub – Total (item 2.0 to 2.5)				
3.	Townslend Substation				
3.1	Supply transmitter with 1 output as per specification	Sum	1		
3.2	Install transmitter as per specification	Sum	1		
3.3	Additional items to conform to specification	Sum	1		
3.4	Commissioning of transmitter	Sum	1		
3.5	As built drawings	Sum	1		
	Sub – Total (item 3.0 to 3.5)				
4	UPS System Communications				
4.1	1KVA with Lithium Ion Battery for 5 hours	each	8		
	Sub – Total (1 + 2 + 3 + 4)				
	Contingencies				
	VAT @ 15%				
	Total Cost				

Name of the Manufacturer (Ripple Signal Transmitter)

Make and Model (Ripple Signal Transmitter)

Please state the date of delivery and installation after receiving the municipal Official order in days

Monthly Running Costs for a Period of 3 Three Years

Item no.;	Item Description	Monthly Rate (Exclusive of VAT)
1	Operational Costs (Please provide a breakdown in terms cost drives) 	
2	Call out rate for Maintenance (Labour costs) 2.1 Team Leader 2.2 Technician	per hour per hour
3	Annual Escalation in Percentages (Prices will be fixed for first 12 months and thereafter subject to escalation) Expected escalation of prices after 12 months Expected escalation of prices after 24 months	 % %

C3. SCOPE OF WORK

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals.

General Requirements For Ripple Transmitter

1. Introduction

Newcastle Municipality provides electricity to more than 400 000 customers which introduce a need to have an efficient and effective demand management system. The Ripple Control technology is one of the technologies that have been implemented to some part of the network for remote demand management. This specification serves as a guideline for the choice of technology that shall be used at the substation. The needs or preferences of the service provider shall be stated in annexure

2. Scope of works

The scope covers supply, installation and commissioning of ripple signal transmitters, equipment and associated control systems for injection of audio frequency ripple control signals on medium-voltage ($>1 \text{ kV} \leq 33 \text{ kV}$) – the frequency is 425Hz.

The following substations require transmitters with one output.

- a. Townlands Substation.
- b. The Glen Substation.

The proposed equipment must be fully compatible with the existing equipment previously supplied at Electrical Control Room and substation. Part of the scope is to fully integrate into existing equipment and to fully optimise the complete system.

Part of the scope of works includes the supply, delivery and installation of a UPS system at all the following substations to ensure complete communications during power interruptions for at least 5 hours. 1 kVA inverter with lithium-ion batteries.

Communications only with the following Substations

1. Electrical Control Room
2. Central A substation.
3. Central B substation.
4. Riverside substation.
5. Signal Hill substation.
6. The Glen Substation
7. Lennoxton Substation.
8. Karbochem Substation.
9. Townlands Substation.

3. General Requirements

The transmitter required shall be the signal generator capable of converting 400V, three phase 50Hz into an audio frequency ripple three phase signal in the range of 425 Hz. It shall be of a solid state, modular design, totally enclosed in a robust metal cabinet. Access to the inside of the cubicle shall be from the front or rear. Power electronic modules shall be arranged so as to be easy-to-replace. The transmitter equipment will be located indoors. The cubicle shall pass through a standard 2.1m x 0.85m single door and may be mounted in the control room, switch room, or an independent equipment room within the substation. The controller and transmitter may be mounted within the

same cabinet, provided the front panel alarm indications are visible without having to open the door of the cabinet. The output power of the transmitters shall be adjustable, so that the transmitter can be matched to the limits of the isolation transformer and coupling cell equipment. The transmitters shall be capable, after initial set-up, of operating without adjustment, at any network load from zero, up to the full capacity of the substation transformer ratings, and at any power factor. The transmitter output voltage should remain substantially constant over this load and power factor range. The variation shall not exceed 1% of the set output level. The transmitter shall not suffer damage if it operates while disconnected from the coupling equipment, or if the coupling equipment becomes disconnected from the feeder board. The transmitter shall protect itself from overload if it operates while a short circuit exists within the coupling equipment, or on the distribution network. Both conditions shall be monitored, per phase, and an alarm shall be raised by the system should such an event occur. The transmitter shall be adequately rated for a duty cycle of at least 6 transmissions per hour. The transmitters are to have an adjustable output, so that the ripple signal strength, measured at the receivers, falls within the 1,0 to 1.5% of nominal supply voltage. Operation of the coupling cell off-load isolator under live conditions shall result in a trip of the feeder board circuit breaker or (or ring main unit where used) to which it is connected, before the contacts of the isolator open. Where the feed to the coupling cell is via a ring main unit, the state of such a unit shall be included in the interlocking circuitry. The power electronics of the transmitter shall be protected from thermal overload. The transmitter shall generate and maintain the frequency of the transmitted signal to within 0,01% of the programmed operating frequency. The transmitter shall be self-monitoring, and properly integrated to the local controller to enable interrogation of the transmitter's status at the local controller. It is expected that the efficiency of the transmitter equipment shall be at least 80%.

3.1 Environmental conditions

- | | | |
|----|-------------|-----------------------------|
| a) | Altitude | : 0 m to 1200 m |
| b) | Temperature | : -5 to +55 degrees Celsius |
| c) | Humidity | : 95% below and 75% above |
| d) | Lightning | : Extremely severe |

3.2 Power supplies

3.2.1 The equipment shall be able to operate from the following power source

- a) 415 V AC 3 phase 50Hz

3.2.2 An LED shall be supplied to indicate the following statuses for the power supply (On, Off and faulty)

3.2.3 The power supply unit shall have the following protective devices

- a) Circuit breaker
- b) Inrush current limiter
- c) Power over load protection
- d) Overcurrent and short circuit protection
- e) Over temperature protection

3.2.4 The equipment shall sustain short interruptions as well as power failure.

3.2.5 The power supply shall have a switch to turn it on or off

3.3 Alarms for equipment failure

The transmitter shall provide an alarm for at least each of the following conditions:

- a) Power failure;
- b) Internal fault that locks out the transmitter; and
- c) Overcurrent

3.4 Newcastle Municipality shall make available the following information

- a) A single line diagram detailing transformer impedance.
- b) The existing ripple control systems and the operating frequency line types;
- c) The nominal power system configuration;
- d) The load distribution between residential and industrial loads for each transformer;
- e) The presence of any power-factor correction equipment;
- f) Note this might affect the choice of frequency and power rating.
- g) The signal injection point configuration;
- h) The physical space requirements available; and
- i) The power supply within the substation.
- j) The service provider shall ensure surge and lightning protection
- k) All power electronics shall be capable of auto shutdown for protection against severe temperature

3.5 Enclosures

- 3.5.1** The supplier shall state in annexure 1 the physical requirements for installation of the transmitter, and associated coupling equipment, including electrical clearances.
- 3.5.2** To contain transmission equipment, each Transmitter shall be supplied with a robust metal cabinet or cubicle that fits through a standard single door, 800 mm wide and 2 000 mm high.
- 3.5.3** All transmitter cabinets shall be lockable. Locks shall be supplied with the cabinets and three sets of keys shall be made available to the Newcastle Municipality on handover.

3.6 Current Ripple Transmitter (Details)

The Newcastle Municipality is currently running or the existing details on ripple transmitter in operation is as follows:

3.6.1 Name of the Manufacturer : Zellweger

3.6.2 Make and Model : Transmitter SFU – 3 and 40KVA respectively

And the above ripple transmitter system runs on the following substations:

- (i) Townstand
- (ii) Glen
- (iii) Signal Hill
- (iv) Central A
- (v) Central B
- (vi) Riverside
- (vii) Karbochem
- (viii) Control Room – Electrical Services
- (ix) Signal Hill
- (x) Lennoxton

Please note that Mr. S. Gumbi, will assist in giving details on substation location.

4. Spare parts

- 4.1 The Service Provider shall offer and compile a recommended spares list to allow successful operation and maintenance of the system over a ten year period by the Newcastle Municipality.
- 4.2 A detailed price list of all spare parts and required quantities shall be included in pricing schedule.

5. Reliability.

- 5.1 The transmitter shall have a failure rate of less than 1.0% during defect period.
- 5.2 Should the equipment have higher failure within the first year it shall be replaced with a new one.

6. Communication

6.1 Protocols and ripple frequencies.

- 6.1.1 The Transmitter shall be programmable and re-programmable using the required communication protocols and operating frequency mediums.
- 6.1.2 The transmitters shall be compatible with and inter-operate with the existing systems and protocols that are used in various parts of Local Municipality network.

6.2 Tests

- 6.2.1 Initial programming and testing shall be done in the factory, prior to delivery.
- 6.2.2 The service provider shall provide detailed test results after the transmitter has been installed and commissioned at the substation.
- 6.2.3 Newcastle Local Municipality personnel or their authorized representative shall witness all tests on site.

7. Documentation

- 7.1 Full technical and functional details for all items offered in terms of this specification shall be submitted in both electronic and hardware.
- 7.2 All drawings and instruction manuals shall be provided for the equipment offered in terms of this specification.
- 7.3 The manuals shall be in English and sufficiently detailed to enable Newcastle Local Municipality staff to install, maintain, test, configure and use each item of equipment. The following drawings shall be submitted
 - a) Block schematic diagram showing functional arrangement of equipment
 - b) Cabinet equipment layout
 - c) Outline dimension of cabinet and fixing details

8. Training

- 8.1 The Service Providers shall provide comprehensive training courses on the configuration, programming, installation, operation and maintenance of the transmitters.
- 8.2 The Service Providers shall provide technical support on system and equipment queries for the duration of the contract.

9. Quality Management

A quality management system shall be set up in order to assure the quality of the transmitters during design, development, production and servicing. Guidance on the requirements for a quality management system may be found in the following standards: ISO 9001:2015.

10. Health And Safety

A health and safety plan shall be set up in order to ensure proper management and compliance of the transmitters during installation, operation, maintenance, and decommissioning phases. Guidance on the requirements of a health and safety plan shall be found in OHSAS 18001:2007 standards. The details shall be subject to agreement between Newcastle Local Municipality and the Service Provider.

11. Environmental Management

An environmental management plan shall be set up in order to ensure the proper environmental management and compliance of the transmitters during their entire life cycle (i.e. during design, development, production, installation, operation and maintenance, decommissioning as well as disposal phases). Guidance on the requirements for an environmental management system shall be found in ISO 14001:2015 standards.. This is to ensure that the asset created conforms to environmental standards and Newcastle SHEQ Policy.

INFORMATION TO BE SUPPLIED BY TENDERERS Annexure 1

CENTRAL CONTROLLER		REQUIREMENTS	MANUFACTURER'S GUARANTEE
TRANSMITTER			
1.	Type and Manufacturer's name	--	
2.	Dimensions (width x depth x height)	--	
	Weight (installed)		
3.	Power electronics are arranged in plug-	Yes	
4.	Ambient temperature	-10 C...55 C	
5.	Transmitter self-resetting after	Yes	
INPUT			
6.	Supply voltage	3 x 400/230V	
7.	Power consumption ¹ at rated output during transmission	+15%...-15%	
8.	Rating of supply transformer (kVA)	--	
9.	Standby power consumption	--	
OUTPUT			
10.	3 Phase AF-voltage	--	
11.	Rated output power	--	
12.	Duty cycle at rated output power	--	
13.	Efficiency at rated output power	>95%	
14.	Synchronization of external pilot signal possible	Yes	

PROGRAMMING AND DIAGNOSTICS		
15.	Manual control from operating panel	Yes
16.	Programming software	Option

C3.3 MANAGEMENT AND CONSTRUCTION

3.3.1 Insurance: Damages And Losses To Public And To Property

- a) The Contractor shall make provisions at his own sole cost to be adequately insured for the duration of the contract period.
- b) The Contractor shall be liable for the payment of any claim, by any persons, which may be due or arise from , the execution of the said works, or from the conditions of the work or the premises, whether such claim may be in respect of damage or losses to property, personal injury or death of any person whomsoever.
- c) The Contractor hereby indemnifies the employer against any such claim of any such nature, together with all costs, which the employer may incur in defending or resisting such claim.
- d) The Contractor furthermore indemnifies the employer against any claim arising from the negligence or default of himself or any sub-contractor or any person under his control.

3.3.2 Contract Price

The price shall be a FIXED PRICE and including V.A.T or other applicable taxes.

3.3.3 Document Price

The document is available at a non-refundable fee of R300.00

3.3.4 Tax Invoices

Tax invoices will only be accepted after the final completion.

3.3.5 Retention Funds

Retention funds of 10% of the total Bid/Contract Price will be withheld for a maximum period of three (3) months and shall be payable to the Contractor after the three month retention period, should no defects such as material or workmanship failure occur during that period. Should any defects occur during the 3 months period the Contractor shall rectify the defects within the stipulated period at his own sole cost without any compensation from Council. Failing to do so, Council shall appoint a private Contractor to carry out the repair work and pay that Contractor from the retention funds.

3.3.6 Completion

On completion of the work entailed in this specification the site is to be cleared of all rubbish accumulated during the course of the work and left clean and tidy to the entire satisfaction of the Employer or his Representative.

3.3.7 Time for Completion

The time for completion for each task, will be in accordance with the General Conditions of Contract or delegated official as instructed. Failure the contractor will be liable to pay a fee of R 500.00 a day for delays.

3.3.8 Alternative Products

In all cases where specific products are mentioned in foregoing clauses it must be noted that similar product approved by the Employer or his representative will also be accepted. The Contractor is to specify all alternative products on "ANNEXURE E"- ALTERATIONS AND ADDITIONS TO SPECIFICATIONS.

3.3.9 Responsibility for Health and Safety of Contractors Employees

I/We agree as follows; In terms of the OCCUPATIONAL HEALTH AND SAFETY ACT (ACT85 of 1993) and in terms of Section 37(2) "ACTS OF OMISSIONS OF EMPLOYEES OR MANDATORIES" of this ACT. I/We shall be responsible for the safety of my/our employees in compliance with the above Act.

3.3.10 Inspections

The Contractor shall allow the Employer or his representative to inspect the progress and quality of workmanship for the duration of the Contract period.

The Contractor within reasonable notice arrange with the Employer for the compulsory inspections of completed works.

3.3.11 Progress Payment

Progress payment will be made only when the Contractor provides a written statement showing the value of work done and material delivered to site for use in the contract together with invoices.

Payment in South African currency shall be made to the Bidder within thirty (30) days from the last calendar date of the month in which such invoices are submitted. However, first payment on new accounts may be delayed. All invoices must be handed to the Employer

3.3.12 Sureties

- a) The successful bidder will be required to provide a surety bond which shall be limited to 10% of the total bid price. Only surety bonds in the form of bank guarantee or insurance by an approved insurance company will be acceptable.
- b) The site will not be handed over until this surety bond has been deposited with the **NEWCASTLE MUNICIPALITY**.
- c) The surety bond will be released subsequent to the first delivery of the entire contract.

3.3.13 Compulsory Site Meeting

Not applicable for this bid

3.3.14 Checking of Documents

The specifications, which follow, are numbered consecutively. The Contractor/s is advised to check the number of pages. Should any pages be found missing, or any typing indistinct, or any doubt arise as to the meaning or intent of any description, or requirement, or any error become apparent, the Contractor shall notify the The Employer or his representative immediately and have the same rectified, or explained as may be necessary.

3.3.15 Urgency

Time is of the essence with this contract and in consequence the completion period for the work shall be a vital factor when bids are accepted.

3.3.16 Defects, Damages or Faults

Any defects, damages or faults which may appear within the twelve (12) months guarantee period after the completion of the said works, resulting from material or workmanship failure, shall be made good by the Contractor at his own sole cost.

The repairs include roof leaks, after the first rains or penetrations, which may appear after the first heavy rains have fallen.

The Contractor's attention is drawn to the following:

- a) The Contractor must visit the site and inspect the buildings prior to the submitting of the bid and make a note of all the other work not mentioned in this document.
- b) Lay down suitable screen sheet covers, internal and external, tarpaulins and/or similar approved materials to protect existing work and adjacent parts of the building against spotting and damage where required while the work is in progress.

- c) Supply, erect and dismantle on completion, suitable scaffolding, cradles, ladders, etc. to reach all parts of the building to enable the work to be carried out in a safe and workmanlike manner. The scaffolding to be regularly inspected examined and maintained throughout by a competent scaffolder.
- d) Provide, supply and maintain all necessary plants, tools, equipment and appliances required for the due performance of the works.
- e) Where stains, contamination or other defects cannot be satisfactorily removed, the work has to be done over again at the Contractor's own expense.
- f) The Contractor is to supply all necessary material, equipment, tools, plant, scaffolding, labour, etc, to carry out and complete the works to the satisfaction of the Employer or his representative
- g) The Contractor will be permitted where necessary to erect a temporary office/store on the site for the duration of the contract as shown by the The Employer or his representative. This office/store will be of a neat construction. The Contractor will not permit any guard, labourer or any person to be accommodated in the said office/store for any reason whatsoever therefore it shall be securely locked at all times.
- j) The Contractor shall, at his own sole cost, provide accommodation for himself, his labourers, foremen or any other person directly or indirectly involved in this contract on his behalf.

3.3.17 Site Management

- (a) The Contractor shall have a competent, qualified site Foreman on site at all times for the duration of this contract for the purpose of supervision.
- (b) The Contractor shall provide a site book, with at least one folio copy and carbon paper at all times for the purpose of instructions, rectifications, variation orders if any, etc.

3.3.18 Daily Records

A daily diary, site instruction book, both in triplicate and safety documents are to be provided and kept by the Contractor on site and updated on a daily basis. All copies will be forwarded to Newcastle Municipality after completion of this contract.

3.3.19 Bonds and Guarantees

The Contractor shall within twenty-one days from the date of the Letter of Acceptance provide the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Bid Documents, for an amount equal to ten per cent (10%) of the Bid Sum, for the due and punctual fulfilment and completion of all his obligations under the Contract and no Extension of Time or any variation of the Contract nor the determination of the Contract by the Employer in terms of Clause 58 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond, and the cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion, unless otherwise stated in the Appendix.

3.3.20 Payment Certificates

Measurements will be done continuously between the Client's Representatives and the Contractor on dates and time agreed on. Dates must be arranged by these parties.

The progress of the following items will be recorded hereunder:

The contractor will provide a concept with quantities to the Client. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Client, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.

Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

3.3.21 PERMITS

The contractor shall fulfil all way-leave requirements/permits prior to construction.

FEATURES REQUIRING SPECIAL ATTENTION**1 Security**

The contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the Works and for the security of his camp, and the personnel of the Employer and Engineer. Should the Contractor not take sufficient measures in this regard, the Employer will not process any payment certificates.

2 Work Outside Normal Working Hours

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays, and also 07:00 to 13:00 on Saturdays.

No work outside normal working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Engineer and all additional costs arising out of such work shall be entirely to the Contractor's account.

3 Sanitary Facilities

The Contractor shall provide, maintain and finally remove from site proper sanitary accommodation at each work front. Sanitary accommodation provided shall be properly screened and its use strictly enforced. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a very clean condition at all times.

4 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his/her best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the community and shall at all times maintain good public relations with the public. The Contractor shall at all times, keep the Engineer fully informed of progress and planned interruption on all matters affecting the community.

5 Notice and Warning to Consumers

The Contractor will arrange for the warning of the public of any shutdown of supply necessary in his opinion for the proper execution of the Works. The Contractor must, however, give at least 10 (ten) days' notice to the Engineer of his requirements in this respect. Notice costs to be provided for in the tender price.

6 Continuity of Water Supply to Consumers

Every effort must be made to ensure continuity of water supply to the consumers. No consumer may be left without water overnight. In cases where a consumer has to be given water after the Contractor has left the site for the night, a penalty of R1, 000-00 will be deducted from the payment certificate.

7 Conditions and Procedures for Service Agencies

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

- 8 Health and Safety Specification and Environmental Management Plan for Construction Work**
In terms of Construction Regulations 4 (1) (a) of the Occupational Health and Safety Act, Act No 85 of 1993, the Client is required to compile an occupational health and safety specification for any intended project and to provide the specification to prospective Bidders

The objective of this specification is to ensure that the principal contractor entering into a contract with the Client achieves and maintains an acceptable level of occupational health and safety performance.

The specification provides the requirements that the principal contractor and other contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

The Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an occupational health and safety plan.

This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's occupational health and safety specification. In terms of Regulation 4 (2), the Client and the principle contractor are required to agree on the occupational health and safety plan before any work may commence.

- 9 Site Specific Health and Safety Issues**

The following site specific assessment of health and safety issues includes a list of risk assessment headings that have been identified by the client as possibly applicable to the contract work for this project. The contractor is to do the risk assessment for the identified headings and formulate a risk management plan.

Aggregate/Sand Delivery
Construction of manholes
Compressed gas cylinders-handling
Compressors – Air
Cutting of pipes
Distribution boards – Electrical
Drivers – of vehicles
Electrical installation – Maintenance of
Excavator
Fire prevention and protection
Form and support work
Front-end loader
Fuel supply
Hand tools
Landscaping
Laying of pipes
Levelling – of materials
Loading supervisor
Loading/unloading - of trucks
Machine operator
Making of steel items
Material delivery
Material handling
Mixer operator
Pedestal grinder
Placing concrete
Portable ladders
Refuelling vehicles/plant
Scaffolding
Site establishment
Trenches – Digging of
Trees – Bracing/removing if roots are

Part C3: Scope of work

Damaged during excavations
 Use of portable electrical tools
 Work in confined spaces
 Work in elevated positions
 Working close to existing services i.e. electrical, waste water etc
 Working close to water
 Workshops

10 Barricading of Open Trenches

Adequately protected by a barrier or fence comprising fluorescent orange plastic netting of height at least 1 000mm and as close to the excavation as practicable; and
 Provided with notice boards marked "CLOSED" at each end of closed or partially closed roads,

No trenches may be left open for longer than 4 days. If trenches are left open for longer than 4 days the Engineer will instruct the contractor to close the pits at his own costs or the work could be stopped. The trenches will only be allowed to be re-excavated if written proof is submitted to the Engineer indicating that the pits will be used within 4 days.

11 Precaution against Pollution and Contamination

The Contractor shall take all necessary steps and precautions to prevent pollution of the surrounding area by his employees in any way. Any debris falling from construction vehicles and plant shall be removed immediately.

12 Precaution against Contamination

Every care is to be taken to avoid possible contamination of the mains during construction. Pipes are not to be stacked in the streets or gutters. On completion of a section, all loose material and foreign bodies are to be removed. The open ends of the new pipeline are to be protected by watertight caps, to the satisfaction of the Engineer, to prevent the entrance of groundwater and foreign bodies until such time as these sections are connected to the live mains.

Sterilising chemicals shall be supplied by the Contractor for sterilizing all new water mains. All new lines are to be thoroughly flushed. All sterilisation shall be done at 10mg/l free chlorine for 12 hours.

NOTES TO CONTRACTOR

The Contractor shall execute his work under this contract under the supervision of the Act. The Employer or his representative in accordance with his instructions. The Employer or his representative shall be entitled, at any reasonable time, to issue instructions concerning the following:

- a) The alteration or modification of any design, or the erection or variation or substitution of any work.
- b) The opening up for inspection of any work already covered up.
- c) The breaking down of any work already erected under this contract.
- d) The rectification of any defects.

13 Deviation from Drawings or Specifications

All material and workmanship shall be in accordance with the Drawings and Specifications. All deviations there from shall be rectified by the Contractor. The Employer or his representative shall at any time be entitled to demand from the Contractor proof of his compliance with the Drawing and Specifications.

14. Foreman

The Contractor shall at all times have available on the site, a foreman who shall be entitled to act on his behalf and accept instructions from the The Employer or his representative.

15. Prime Costs and Provisional Sums

Items in the Specification containing the words "Prime Costs" or the initials "P.C." are in respect of goods to be obtained by the Contractor under such conditions as the The Employer shall instruct. Such goods shall be fixed by the Contractor and shall at the settlement of the final account be dealt with as follows:

The contract price shall be adjusted by the omission of all such prime costs or P.C. amounts in the Specifications and the addition of the sums actually paid by the Contractor in respect thereof, plus an amount equal to a cash discount of 5%, but excluding any trade discount or allowances.

16. Defects, Damages or Faults

Any defects, damages or faults which may appear within the twelve (12) months guarantee period after the completion of the said works, resulting from material or workmanship failure, shall be made good by the Contractor at his own sole cost.

The repairs include roof leaks, after the first rains or penetrations, which may appear after the first heavy rains have fallen.

17. Contractor Not To Make Cessions

The Contractor shall not, without the written consent of the The Employer or his representative, assign or transfer this contract or any portion thereof. The Contractor shall not, without the written consent of the The Employer give any cession in respect of any amount which may be or may become due to the Contractor in terms of this agreement.

18. Failure to Complete On Due Date

Should the Contractor fail to complete the said works by the date entered in the Contract or within any extension time agreed upon in writing between the Council and the Contractor, the Contractor shall pay the Council, as predetermined and agreed the sum of R100, 00 per day penalty fees for not completing the work within the contract period. Council shall be entitled to deduct any sums, which may be due, by the Contractor from any amount, which may be due to the Contractor in terms of the contract.

19. Breach of Contract by the Contractor

Should the Contractor:

- a) Fail to comply with any reasonable instruction by the The Employer or his representative; or
- b) Without reasonable cause, fully or substantially, suspend his operations in connection with the said works before completion; or
- c) Fail to proceed with the erection of works with reasonable diligence so as to enable him in the normal course of events to complete the said works on the due date; or
- d) Fail to remedy after being requested to do so by The Employer or his representative, any defects in the said works; or
- e) Fail to erect the said works in a proper workmanlike manner in accordance with the Drawings and Specifications; or

- f) Use material not specified in the Specifications;

Then in such event the Employer, after giving the Contractor five (5) days notice in writing to remedy such defect, shall be entitled to cancel the contract, to take repossession of the site and, without prejudice to any remedy he may have, to demand payment from the Guarantor.

20. Preliminary and General

a) Fluctuations in Cost

Fluctuations in cost for labour and material during the contract period shall be for the account of the Contractor.

b) Samples

The Contractor shall, when called upon to do so, provide such samples of material and workmanship as may be called for by The Employer or his representative.

c) Contract Documents

The Contractor shall, when called upon to do so, sign all the documents forming the basis of this Contract in duplicate.

d) Plant and Equipment

The Contractor shall:

- (i) Provide and maintain all plant, tools, labour and tackle for the proper performance of the works, and also provide and erect good and sufficient scaffolding, complying with the safety standards under Section 44 of the Act;
- (ii) Remove all surplus material not in use from the site and keep the site tidy at all times for the duration of the contract;
- (iii) Employ a qualified scaffolder, where specialized scaffolding is required, to comply with safety standards under Section 44 of the Act.

e) Temporary Shed

The Contractor shall provide and erect a temporary shed to store perishable material for use and for the use of his workmen during the contract period.

f) Site Pegs

The site pegs will be pointed out to the Contractor who shall give in writing a receipt for same, which shall be deposited with the Acting SED: Development Planning and Human Settlements or his representative before commencing any work.

g) Access for Other Contractors

The Contractor shall allow specialists and their workmen employed by the Newcastle Municipality to execute work other than the construction work. The Contractor shall allow such workers to use the latrine accommodation and water supply and in no way hinder the execution of their contracts.

j) Security

The Contractor shall employ a 24-hour security guard for the duration of the contract without any compensation from Council.

21. Inspections

The Contractor shall give due notice to the The Employer or his representative when any work or material is intended to be covered in with earth or other material in order that the correct dimensions and quality may be ascertained before being covered. Failing to do so, the work or material shall be uncovered at the Contractor's expense.

22. Sub-Contractors

Immediately after acceptance of his bid, the Contractor shall provide the The Employer or his representative with a list of the names of the Sub-contractors he wishes to employ under this contract.

Should the The Employer or his representative not approve of any such sub-contractor, he shall have full power to instruct the Contractor to employ another to this approval.

23. Delay and Extension of Time

In the event of cessation, delay or obstruction in any portion of the Contract caused by a natural disaster, delay in the receipt of material, instructions or variations, or any cause whatsoever beyond the control of the Contractor, the Contractor shall within seven (7) days from the commencement of such delay, make written application for extension of time, stating the cause and the period claimed. Only exceptional inclement weather will be considered.

The The Employer or his representative shall have the right to consider or reject any claim.

24. Progress Payments

Progress payments will be made only when the Contractor provides a written statement showing the value of work done and material delivered to site for use in the contract, together with invoices.

C4: SITE INFORMATION

Supply, Delivery, Installation and Commissioning of Ripple Signal Transmitters, Equipment and Associated Control Systems for Injection of Audio Frequency Ripple Control Signals

SITE INFORMATION

GENERAL

This section describes the site at the time of Tender to enable the Tenderer to price his Tender and to decide upon his method of working and programming and risks.

CONTENTS

Clause	Description	Page no.
SI 1	SITE LOCATION Newcastle Municipality Newcastle 2940	

SI 3 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.

SI 4 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

SI 5 GEOTECHNICAL REPORT AND BOREHOLE CORES

There are no supporting documents for the above

SI 7 HYDROLOGICAL REPORT AND FLOODLINES

There are no supporting documents for the above