

# NEWCASTLE MUNICIPALITY



## BUDGET AND TREASURY OFFICE IN ASSOCIATION WITH INFORMATION TECHNOLOGY UNIT

**BID NO: A001 – 2023/24**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM**

**TENDER ELIGIBILITY IN TERMS OF CIDB  
CONTRACTOR GRADING DESIGNATION: 3 EB OR HIGHER**

<b>Issued by:</b>  <b>Newcastle Municipality (Supply Chain)</b> Municipal Civic Centre Offices Tower Block Building 37 Murchison Street Newcastle 2940		<b>Client Department:</b>  <b>Governance Support Unit: Information Technology</b> Municipal Civic Centre Offices Tower Block Building 37 Murchison Street Newcastle 2940		
<b>Closing date:</b>	01 March 2024	<b>Time</b>	12:00	Municipal Civic Centre (Rates Hall), Tower Building, 37 Murchison Street, 1 <sup>st</sup> floor, Newcastle, 2940
<b>CRS Number</b>		<b>CIDB Grading</b>		
<b>Name of Bidder</b>				
<b>CSD Number (MAAA...)</b>				
<b>Physical Address</b>				
<b>Name Person(s)</b>				
<b>Phone Number(s)</b>				
<b>E-Mail Address</b>				

**NEWCASTLE LOCAL MUNICIPALITY****SUPPLY, DELIVERY (OFFLOADING), INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM****CONTENTS**

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**NEWCASTLE LOCAL MUNICIPALITY**

**SUPPLY, DELIVERY (OFFLOADIING), INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM**

<p><b>PART T1: TENDERING PROCEDURES</b></p>
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**NEWCASTLE MUNICIPALITY****T1 .1 TENDER NOTICE / INVITATION TO TENDER**

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **Supply, Delivery, Installation and Commissioning of a New Uninterruptable Power Supply System: Replacement of an existing system with a new system.**

Eligible contractors must have a minimum CIDB contractor grading designation of **3 EB or higher** and who satisfy the criteria stated in the tender data may submit tender offers.

**A non - compulsory briefing meeting with municipal representative is scheduled for Friday, 23 February 2024 at 11:00 at executive municipal board room B201, 2<sup>nd</sup> Floor, Tower Block**

**All questions and queries will be handled through email to [mzomuhle.nkosi@newcastle.gov.za](mailto:mzomuhle.nkosi@newcastle.gov.za).**

Bid documents are obtainable from **15 February 2024**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 – 2<sup>nd</sup> 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](http://www.etenders.gov.za)).**

Banking Details - 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: Mrs D Marais or Mr S. Vilakazi

Telephone no.: 034 328 7769/7818

Technical enquiries: Mr M. Nkosi

Telephone no.: 034 328 7608

Financial enquiries: Ms S. Nyandeni

Telephone no.: 034 328 7801

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act (PPPFA), 5/2000 and other applicable legislations and will be based on **80/20 or 90/10 points system**. Preference points will be awarded to service providers in compliance with specific goals as contemplated in section 2(1)(d) of the PPPFA. This bid will remain valid for **120 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 bids in sealed envelopes, endorsed "**Tender no.: A001 – 2023/24 Supply, Delivery, Installation and Commissioning of a New Uninterruptable Power Supply System: Replacement of an existing system with a new system**" bearing the name, address and bidder's contact details at the back of the envelope should be placed in the bid box provided at the Municipal Civic Centre (Rates hall) in 37 Murchison Street, 1<sup>st</sup> Floor, Newcastle by no later than 12:00pm of the closing date where bids will be opened in public.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to tender. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**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 on the Schedule B: Scope of Works.

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least **70%** on functionality will qualify for next stage of tender evaluation process which is Price and Preference (please refer to MBD 6.1)

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**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](http://www.csd.gov.za)**

**NO LATE, TELEGRAPHIC OR FACSIMILE PROPOSAL WILL BE ACCEPTED**

**Mr Z. Mcineka  
Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Murchison Street  
Private Bag X6621  
Newcastle  
2940**

**MBD 1: INVITATION TO BID**  
**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY</b>					
<b>Bid Number</b>	A001 – 2023/24	<b>Closing Date</b>	1 March 2024	<b>Closing Time</b>	12h00
<b>Description</b>	Supply, Delivery, Installation and Commissioning of a New Uninterruptable Power Supply System: Replacement of an existing system with a new system				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL) 37 MURCHISON STREET NEWCASTLE 2940</b>					
<b>SUPPLIER INFORMATION</b>					
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:	
<b>Preferential points (80/20) or (90/10)</b>	Price = 80 / 90	Preferent points = 20 / 10			Total = 100
		<b>20</b>	<b>10</b>	<b>Tick for claim</b>	
<b>Specific Contract Participation Goals</b>					
Black people (Equity HDI's)		<b>8</b>	<b>4</b>		
Black people with disability		<b>2</b>	<b>1</b>		
Black people who are youth		<b>2</b>	<b>1</b>		
Black people who are women		<b>4</b>	<b>2</b>		
Locality (within Amajuba district)		<b>4</b>	<b>2</b>		
<b>TOTAL HDI SCORE</b>		<b>20</b>	<b>10</b>		
<b>Total Number of Items Offered</b>			<b>Total Bid Price:</b>		
<b>Signature of Bidder</b>			<b>Date:</b>		
<b>Capacity under which this bid is signed:</b>					
<b>Bidding Procedure Enquiries</b>					
Contact person	Mr S Vilakazi	Ms D. Marais			
Telephone number	034 328 7818	034 328 7769			
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Dalene.Marais@newcastle.gov.za			
<b>Financial Enquiries</b>			<b>Technical enquiries</b>		
Contact person	Ms S. Nyandeni	Mr M. Nkosi			
Telephone number	034 328 7801	034 328 7608			
E-mail address	Sibongile.Nyandeni@newcastle.gov.za	Mzomuhle.Nkosi@newcastle.gov.za			

**1. TERMS AND CONDITIONS FOR TENDERING**

<b>a) BID SUBMISSION:</b>	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. <b>All bids must be submitted on the official forms provided–(not to be re-typed) or online</b>	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act (05 of 2000) and the Preferential Procurement Regulations, 2022, the Standard Conditions of Tender as contained in <b>Annexure C of the CIDB – Standard for Uniformity for Construction Procurement (board notice 423 of 2019 in Government Gazette no.: 42622 of 08 August 2019)</b> and, if applicable, any other special conditions of contract.	
<b>b) TAX COMPLIANCE REQUIREMENTS</b>	
1	Bidders must ensure compliance with their tax obligations.
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.
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 <b>website www.sars.gov.za</b> .
4	Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
5	Bidders may also submit a printed TCS certificate together with the bid.
6	In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
7	Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
<b>c) QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>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.</b>	

**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:** .....

**d)** The tender must be properly received in a sealed envelope clearly indicating the description of the service and the Tender number for which the Tender is submitted.

- e) The tender must be deposited in the relevant Tender box as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- f) Tender forms must be completed in full.
- g) A copy of the company registration certificates or documents issued by Companies and Intellectual Property Commission must be submitted with the tender on or before the closing time and date of the Tender.
- h) Certified ID documents of directors/members of the company
- i) A Joint Venture Agreement, where applicable, which has **been properly signed** by all parties must be submitted.
- j) Proof of payment of municipal rates and taxes must be submitted which is not older than 3 months in arrears.
- k) The tenderer must comply with the requirements of the tender and technical specifications.
- l) The tenderer must adhere to Pricing Instructions.
- m) The tenderer must attach copy of CIDB grading as obtained from the CIDB website.
- n) Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>.
- o) The tenderer must comply in full and observe the requirements of the Notice to Tenderers.
- p) The tenderer must use **permanent Black Ink** not erasable pens fill in the tender document.

## 2. EVALUATION OF TENDERS

All tenders received shall be evaluated in terms of the Supply Chain management Regulations, Newcastle Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

The Council reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and it is not obliged to accept the lowest tender.

The method of evaluation will be based on functionality assessment (capacity and capabilities to execute the contract), the minimum qualifying score of **70%** in respect of the Functionality Test must be achieved and thereafter the price comparison and advancement of specific goals in terms of Preferential Procurement Regulations, 2022

**By submitting this tender, the tenderer authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Tenderer to provide the goods, services and works required by the Council.**

### PLEASE NOTE

**1. The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or



- 
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

**2. The Municipal Manager may reject the Tender or quote of any person if that person or any of its directors has:**

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactory on a previous contract with The Newcastle Municipality or any other organ of State after written notice was given to that Tenderer that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
- f) Been listed in the register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

## SUPPLY, DELIVERY (OFFLOADING), INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM

### T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, board notice 423 of 2019 in Government Gazette no.: 42622 of 08 August 2019.

This edition incorporates the amendments made in board notice 423 of 2019 in government gazette 42622 of 08 August 2019 (see [www.cidb.org.za](http://www.cidb.org.za)).

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

Clause	Wording (Data)
F.1.1	The employer is the <b>NEWCASTLE MUNICIPALITY</b> .
F.1.2	The tender documents issued by the employer comprise:
	<b>PART T1: TENDERING PROCEDURES</b>
	T1.1: Tender Notice and Invitation to Tender
	T1.2: Tender Data
	T1.3: Standard Conditions of Tender
	<b>PART T2: RETURNABLE DOCUMENTS</b>
	T2.1: List of Returnable Documents
	T2.2: Returnable Schedules
	<b>PART C1: AGREEMENTS AND CONTRACT DATA</b>
	C1.1: Contract Data
	<b>PART C2: PRICING DATA</b>
	C2.1: Pricing Instructions
	C2.2: Bills of Quantities
	<b>PART C3: SCOPE OF WORKS</b>
	C3 Scope of Work
	C3.1 Description of work
	C3.2 Engineering
	C3.3 Management
	C3.4 Construction
	<b>PART C4: SITE INFORMATION : N/A</b>

Clause	Wording (Data)
<b>F.1.4</b>	<p>The Employer's agent is the <b>Newcastle Local Municipality</b></p> <p>Name: <b>Governance Unit &amp; Budget and Treasury Office</b></p> <p>Physical Address: 37 Murchison Street, Newcastle</p> <p>Postal: Private Bag X6621, Newcastle 2940</p> <p>Tel: (034) 328 7600</p>
<b>F.2.1.1</b>	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) CIDB registration <b>3 EB or higher</b></p> <p>b) Original tax clearance certificate or Tax Compliance Pin</p> <p>c) Proof of payment of municipal services</p> <p>d) Signed Joint venture agreement where applicable</p> <p>e) Copy of workman's compensation certificate</p> <p>f) Certified copies of ID documents of Directors</p> <p>g) Signed Certificate of attendance of compulsory tender briefing meeting: N/A</p> <p>h) Company registration certificate</p> <p>i) the tenderer or any of its directors is not listed in 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; and</p> <p>j) the tenderer has not (in the past five years):</p> <ul style="list-style-type: none"> <li>• abused the Employer's Supply Chain Management System; or</li> <li>• failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> <p>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.</p> <p>The tenderer has completed and signed the Form of Offer and Acceptance</p> <p>k) Demonstrate that the firm has capacity and capabilities to execute the contract:</p> <ul style="list-style-type: none"> <li>• Traceable experience on similar projects, that is current and previous contracts.</li> <li>• Key personnel – staffing profile which will be available for this project, producing Curriculum Vitae (CV) with qualifications and years of experience in industry.</li> </ul> <p>l) Tenderer must provide a certificate indicating that the municipal account for municipal services provided has no outstanding balance of more than three months</p> <p>m) Tender/bid document must be received in a sealed envelope clearly indicating the description of the service and bid number for which the tender is submitted.</p> <p>n) A valid Wireman`s Licence issued by Department of Labour</p>
<b>F.2.7</b>	The compulsory clarification meeting will not be compulsory.
<b>F.2.8</b>	Request clarification of the tender documents, if necessary, by notifying the employer at least <b>five working days</b> before the closing time of tender.

Clause	Wording (Data)
<b>F.2.13.5</b>	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 CIVIC CENTER IN NEWCASTLE
	Physical address: NEWCASTLE MUNICIPALITY CIVIC CENTER, 37 MURCHISON STREET, NEWCASTLE ,2940
	Identification details: <b>Supply, Delivery, Installation and Commissioning of a New Uninterruptable Power Supply (UPS) where the works will entail the Replacement of an existing with a new system.</b> Closing Date : <b>00 December 2023</b>
	Postal address: NEWCASTLE MUNICIPALITY PRIVATE BAG X6621; NEWCASTLE; 2940
<b>F.2.13.6</b>	A two-envelope procedure will not be followed.
<b>F.2.15.1</b>	The closing time for submission of tender offers is 12:00 hours <b>on 01 March 2024</b>
<b>F.2.13.9</b>	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
<b>F.2.16.1</b>	The tender offer validity period is <b>120 days.</b>
<b>F.2.23</b>	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
<b>F.2.23</b>	The tenderer is required to submit the following certificates with his tender:
	1) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);
	2) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R200 000 incl. VAT); and
<b>F.3.1</b>	The time and location for opening of the tender offers are in accordance with F.2.15& F2.13.5
<b>F.3.11.3</b>	<b>CIDB METHOD 2 SHALL BE USED TO EVALUATE BIDS</b>
	<b>a) Scoring financial offer:</b>
	The financial offer will be scored using the following option:
	<b>b) Scoring Preferences: <math>P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)</math></b>
	Ps = Points scored for comparative price of bid under consideration
	Pt = Comparative price of bid under consideration
	Pmin = Comparative price of lowest acceptable bid
<b>F.2.1.1</b>	Tender offers will only be accepted on condition that:

Clause	Wording (Data)								
	a) the tenderer has in <u>his or her possession</u> an original Tax Clearance Certificate issued by the South African Revenue Services;								
	b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;								
	c) the tenderer or any of its directors is not listed in 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; and								
	d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul>								
	e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.								
<b>F3.11.3</b>	<p><b>1. Tender evaluation in terms of Point Scoring System</b></p> <p>The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>1.1 Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> <li>(a) Price; and</li> <li>(b) HDI Status Contribution.</li> </ul> <p>The maximum points for this bid are allocated as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td>HDI</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total points for Price and HDI</td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table> <p>1.2 Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NLM, CIDB prescripts, other relevant legislative frameworks governing the procurement of construction works by public sector.</p> <p>The following steps will be followed in evaluation:</p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Determination of expertise, experience and qualifications of tenderers.</li> </ol>		POINTS	PRICE	80	HDI	20	Total points for Price and HDI	<b>100</b>
	POINTS								
PRICE	80								
HDI	20								
Total points for Price and HDI	<b>100</b>								

Clause	Wording (Data)
	<p>6. Successful completion of projects of a similar nature.</p> <p>7. Awarding of points for financial offer.</p> <p>8. Ranking of tenderers according to the total points</p> <p>9. Performance of risk analysis by checking the credit record of the tenderers</p> <p>10. Open to negotiations, and such should not result in a situation where the tender offer receives an unfair advantage over other offers.</p> <p><b>2. Evaluation Criteria on Functionality (not limited to the below criterions)</b></p> <p>The procedure for the evaluation of responsive Bids will be on the stipulated of the previous projects where the firm was involved on the stipulated grading designation within the Built environment. Reference of clients other than NLM must be provided. The following criterions may be used for functionality assessment:</p>
	<p>2.1 Size of enterprise and current workload (Evaluation of the Tenderer's position in terms of):</p> <ul style="list-style-type: none"> <li>▪ Previous and expected current annual turnover</li> <li>▪ Current contractual obligations</li> <li>▪ Capacity to execute the contract</li> </ul> <p>2.2 Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> <li>▪ Staff available for this contract being Tendered for</li> <li>▪ Qualifications and experience of key staff to be utilised on this contract. Proposed Key Personnel</li> </ul> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> <li>• Position in the firm and within the organisation of this assignment</li> <li>• PDI status (describing population group, gender and disabilities)</li> <li>• Educational qualifications</li> <li>• Professional Registrations</li> <li>• Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</li> <li>• Language proficiency and</li> <li>• References (company name, individual name, position held, contact details)</li> </ul> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure</p>

Clause	Wording (Data)
	<p>to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p> <p>2.3 Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for Newcastle Local Municipality (NLM) projects or other clients. Reference of clients other than NLM must be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>• Experience in the relevant technical field</li> <li>• Experience of contracts of similar size</li> <li>• Some or all of the references will be contacted to obtain their input.</li> </ul> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p>
	<p>2.4 Tax Compliance Pin</p> <ul style="list-style-type: none"> <li>• The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.</li> <li>• Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.</li> </ul> <p>If the Tender does not meet the requirements contained in the Newcastle Local Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>2.5 Penalties</p> <p>The Newcastle Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>• Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>• Impose a financial penalty at the discretion of Council</li> </ul>

Clause	Wording (Data)
	<ul style="list-style-type: none"> <li>Restrict the contractor, its shareholders and directors on obtaining any business from the Newcastle Local Municipality for a period of 5 years.</li> </ul>
	<p><b>The Comprehensive Tender Evaluation Process</b></p> <p>This tender will be subject to the below – mentioned evaluation phases in compliance with the above – mentioned evaluation procedures:</p> <p>The tender shall be evaluated in five (5) stages as follows:-</p> <p style="padding-left: 40px;">Stage 1: Administrative compliance  Stage 2: Mandatory requirements  Stage 3: Functionality evaluation  Stage 4: Price and preference scoring  Stage 5: Objective criteria</p> <p><b>Stage 1 – SCM Administrative Compliance</b></p> <p>After the bid has closed, Supply Chain Management Unit will conduct administrative compliance on bids submitted by verifying the valid of the following:</p> <ol style="list-style-type: none"> <li>(a) Proof of registration on the Central Supplier Database: CSD number allocated through National Treasury vendor registration system.</li> <li>(b) The bidder is required to submit a Tax Compliant Pin letter issued by the South African Revenue Services (SARS).</li> <li>(c) Proof of payment for municipal services – water and lights account, which is not in arrears for more than 3 months.</li> <li>(d) Verification if not Listed under Tender Defaulters</li> <li>(e) Signing of Form of Offer and Acceptance</li> <li>(f) Declaration of Interest – Compulsory Enterprise Questionnaire as well as MBD 6.1 for eligibility to claim the preference points.</li> <li>(g) Third part verification with regards to professional body of affiliation</li> <li>(h) Compliance with the requirements of this bids, completing the document in full, submitting the relevant returnable documents (proof of enterprise control &amp; ownership, consortium, or joint venture agreements, etc.) and adhering to the checklist requirements.</li> </ol> <p><b>Stage 2 – Mandatory Technical Requirements</b></p> <p>The tenderer must state if he/she adheres to the requirements or not and should provide sustainable evidence as proof of compliance. Failure to furnish the valid evidence, the tender will be non – responsive and it will not qualify for the next stage of evaluation (stage 3: Functionality Evaluation).</p>



Clause	Wording (Data)		
	<b>Mandatory Requirements</b>		
	(i) A valid proof of registration with CIDB grading 3 (EB) or above in a contractor designation stipulated on the tender invitation.  <b>Portfolio of Evidence:</b>  A valid online printout for CIDB grading 3 EB and above designation or above in a contractor designation stipulated on the tender invitation.	Yes	No
	(ii) Electrical Wireman`s Licence issued by Department of Labour  <b>Portfolio of Evidence:</b> A valid licence (certified copy of electrical wireman licence which is not older than 3 months from the date of tender closing)	Yes	No

**Stage 3 – Functionality Criteria**

The following functionality criteria will be used for evaluating all tenders/ bid proposals, where tenders must score a minimum of 70% to qualify for further evaluation (that is, Stage 4: Price & Preference).

Criteria	Sub-criteria	Allocation of points
<b>Schedule of Key Personnel (Qualifications must be Recognized by South African Qualifications Authority – SAQA)</b>	(i) Team leader / Foreman (working on full – time basis)  Qualifications: NQF Level 6 – Electrical Engineering with the following level of experience: 6 or more years = 30 points 4-5 years = 25 points 2-3 years = 20 points 1-2 years = 15 points  <u>Portfolio of evidence (Returnable documents)</u> CV with certified copies of qualification certificates. (Electrical Engineering)	30
	(ii) Artisan (working on full – time basis)  Qualifications: NQF Level 3 – Electrical Engineering with the following level of experience: 5 or more years = 20 points 3-4 years = 15 points	20
		<b>50</b>

Clause	Wording (Data)		
		2-3 years = 10 points <u>Portfolio of evidence</u> (Returnable documents) CV with certified copies of qualification certificates.	
	<b>Previous Experience on Similar Projects – Installation of UPS systems</b>	Firm`s previous work experience and current experience on successfully completed projects 8 points for each project  5 projects = 40 4 projects = 32 3 projects = 24 2 projects = 16 1 project = 8  <u>Portfolio of evidence</u> (Returnable documents)  Please attach copies of Appointment together with referral letters / project completion certificate for each project.	<b>40</b>
	<b>Project implementation plan</b>	Submission of a project implementation plan must include the following: <ol style="list-style-type: none"> <li>1. Removal of the current UPS system = <b>(2 points)</b></li> <li>2. Installation of the new UPS system =( <b>4 points)</b></li> <li>3. Training and testing of the UPS = <b>(4 points)</b></li> </ol> Failure to submit the above = 0 points	<b>10</b>
<b>Total score</b>			<b>100</b>

**A tender must score a minimum of 70% out of the full points for the next stage of evaluation.**

**Stage 3: Price and preference scoring**

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.

Clause	Wording (Data)
	<p>Should the potential service provider quote above the market prices, then Newcastle Municipality may negotiate the prices to be within market prices and, therefore this bid is subject to post – award negotiations and such process should not result in giving bidders a second unfair advantage (in terms of SCM regulation 24).</p> <p><b>Stage4: Objective criteria</b></p> <p>In terms of section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"> <li>- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li> <li>- The risk of Irregular expenditure to Newcastle Local Municipality;</li> <li>- The risk of poor project and contract management on existing project with Newcastle Local Municipality;</li> <li>- The risk of an abnormally low bid; and</li> <li>- The risk of a material irregularity.</li> </ul> <p>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.</p>
F.3.11.3	<p><b>Evaluation Method 2</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>
F.3.7	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>The additional conditions of Tender are:</p> <p>1 Newcastle Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Newcastle Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p>

Clause	Wording (Data)
	(i) Health and Safety Specifications.
F.3.11.6	<p><b>Evaluation Criteria on Functionality</b></p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <p>Organising and Staffing</p> <p>Experience of Firm</p> <p>Other relevant documents or certificates</p> <p>Tenderers are required to meet a minimum Quality Score of 70% based on the criteria listed below. A score of <b>less than 70%</b> 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.</p>
	<p>Add the following new clause:</p> <p><b>Objective Criteria (after Price and HDI evaluation phase)</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>•The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;</li> <li>•The risk of Irregular expenditure to Newcastle Local Municipality;</li> <li>•The risk of poor project and contract management on existing project with Newcastle Local Municipality</li> <li>•The risk of an abnormally low bid; and</li> <li>•The risk of a material irregularity.</li> </ul> <p>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.</p>

- F.3.11 The procedure for the evaluation of responsive Tenders will be on Quality / Functionality where the successful contractors will form part of the panel:

**Please refer to functionality table on page 16 above**

The Newcastle Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tender will be informed of the tender result.

**NB**

**TO NOTE THAT FOR ALL CONTRACTORS, IT IS COMPULSORY TO BE REGISTERED ON THE RELEVANT CIDB GRADING DESIGNATION. FAILURE TO COMPLY, THE TENDER WILL NOT BE CONSIDERED.**

**T1.3****STANDARD CONDITIONS OF TENDER**

The Standard Conditions of Tender:

Note 1: these Standard Conditions of Tender are identical to that contained in Annexure F of SANS 294 – 2004: Construction Procurement Processes, Procedure and Methods.

Note 2: Annexure E of SANS 294 – 2004: Construction Procurement Processes, Procedure 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.

*These Standard Conditions of Tender have been reproduced without changes as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015*

**F.1 GENERAL****F.1.1 Actions**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

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

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

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

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

#### **F.1.6 Procurement procedures**

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

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

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

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

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

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

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

#### **F.1.6.3.1 Proposal procedure using the two stage-system**

##### **F.1.6.3.2 Option 1**

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

##### **F.1.6.3.3 Option 2**

**F.1.6.3.3.F** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.3.F** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.



## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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

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

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

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

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

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

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

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

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

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

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

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

**F.2.13.5** Seal the original 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.

**F.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.

**F.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.

**F.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.

**F.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.

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

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

#### **F.2.15 Closing time**

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

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

#### **F.2.16 Tender offer validity**

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

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

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

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in

accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

### **F.3 THE EMPLOYER'S UNDERTAKINGS**

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

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

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

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

#### **F.3.2 Issue Addenda**

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

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

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

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

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

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

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

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

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

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then 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 HDI status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

- quantities or schedules of prices; or
- ii) the summation of the prices.

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

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

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

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

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

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

#### **F.3.11.1 General**

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

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

In the case of a price and preference:

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

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

In the case of a functionality, price and preference:

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

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

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

5)

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

Where

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

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:



(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the specific contract participating goals in accordance with the table below:

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

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of specific goals contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### **The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million**

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

Where

**90/10**

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

$P_s$  = Points scored for comparative price of tender or offer

under consideration;  $P_t$  = Comparative price of tender or offer under consideration; and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer.

5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the the specific contract participating goals in accordance with the table below:

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

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of specific goals contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Price

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

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

**F.3.11.8 Scoring preferences**

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

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

**F.3.11.9 Scoring functionality**

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

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

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;  $M_S$  is the maximum possible score for quality in respect of a submission; and  $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

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

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

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

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

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB, i - tender system.

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

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

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

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

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

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

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

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

**PART T2: RETURNABLE DOCUMENTS**

**TABLE OF CONTENTS**

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

<b>T2.1: LIST OF RETURNABLE DOCUMENTS</b>
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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

Schedule:1A	Compulsory Enterprise Questionnaire
Schedule:1B	Schedule of plant
Schedule:1C	MBD6.1 Preference points claim form in terms of the preferential procurement regulations 2022
Schedule:1D	Tenderers experience
Schedule:1E	Central data base registration
Schedule:1F	Proposed Amendments and Qualifications
Schedule:1G	Certificate of Attendance of Tender Clarification meeting
Schedule:1H	Record of Addenda to Tender Document
Schedule:1I	Certificate of Authority of legal Entity
Schedule:1J	Schedule of Key Personnel
Schedule:1K	Schedule of Sub-Contractors
Schedule:1L	Detailed Method Statement
Schedule:1M	Programme of Works/ Execution Programme
Schedule:1N	Section 38 Declaration Form
Schedule:1O	MBD4 Declaration of Interest
Schedule:1P	Signatory Authorization
Schedule:1Q	MBD8 Declaration of Bidder's past Supply Chain Management Practices
Schedule 1R	MBD9 Certificate of independent bid determination
Schedule 1S	Certificate of Public Indemnity Liability Insurance Cover
Schedule 1T	Schedule of Compliance with OHS Act (85 of 1993)

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Schedule: 2A	Original Valid Tax Clearance Certificate
Schedule: 2B	Proof of payment of Municipal services
Schedule: 2C	Functionality data
Schedule :2D	Joint Venture Agreement, if applicable
Schedule 2E	Electrical Wiremen`s Certificate
Schedule: 2F	CIDB Registration
Schedule 2G	National Home Builders Registration Council
Schedule :2H	ID Documents
Schedule :2I	Copy of Contractors Safety Policy

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

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

C1.1:	Contract Data (Part 1)
C1.2:	Bills of Quantities

**SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

**Section 3: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

- 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 MFMA (Municipal Finance Management Act, 2000).
- 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:** (insert separate page if necessary)

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

\* Insert separate page if necessary



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

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

- 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 MFMA (Municipal Finance Management Act, 2000).
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

\* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

**SCHEDULE 1B: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

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

Tenderer .....

**SCHEDULE 1C: PREFERENTIAL PROCUREMENT SCHEDULE**

**MBD 6.1: 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 Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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**

- 2.** 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 either exceed or not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable or

2. Points for this bid shall be awarded for:

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

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

		<b>POINTS</b>	
<b>3. Price</b>		80	90
<b>4. Specific Contract Participation Goals</b>		<b>20</b>	<b>10</b>
<b>2.1 Historically Disadvantaged Individuals</b>		<b>16</b>	<b>8</b>
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		
2.13 Who has a disability and / or Youth	2 / 1		
2.14 Who is Youth	2 / 1		
<b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>		<b>4</b>	<b>2</b>
2.2.1 Business operations within Amajuba District – rural development initiatives	4 / 2		
<b>Total points for Price and HDI principles must not exceed</b>		<b>100</b>	

**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.**

1.5 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.

1.6 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

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

#### POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

**SCHEDULE 1D: TENDERERS EXPERIENCE**

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

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

DATE: .....



**SCHEDULE 1E: CENTRAL DATA BASE 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/>**

**PLEASE ATTACH ONTO THIS PAGE – PROOF OF REGISTRATION ON CSD**

**SCHEDULE 1F: PROPOSED AMENDMENTS AND QUALIFICATIONS**

*This is not an invitation for amendments, deviations or alternatives, but should the Tenderer desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.*

I / We herewith propose the amendments, as set out in the table below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

**SCHEDULE 1G: CERTIFICATE OF ATTENDANCE OF TENDER CLARIFICATION MEETING**

A non- compulsory briefing session will be **applicable**.

The meeting point for the Briefing Session will be at the **details of venue**.

**Compulsory Briefing Session Certificate**

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

<b>Name of Representative</b>	
<b>On Behalf of Bidder (name of bidder)</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Signature (For Bidder)</b>	

---

**For Official Use Only**

<p><b>I CONFIRM THAT THE BIDDER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION</b></p>	<p><b>Official Date Stamp</b></p>
<p><b>Name of Official:</b> _____</p>	<p><b>Signature:</b> _____</p>

**SCHEDULE 1H: RECORD OF ADDENDA TO TENDER DOCUMENT**

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**SCHEDULE 11: CERTIFICATE OF AUTHORITY OF LEGAL ENTITY**

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

**(I) CERTIFICATE FOR COMPANY**

I ....., chairperson of the Board of Directors of  
 ....., hereby confirm that by resolution of the Board (copy  
 attached) taken on ..... 20.....,  
 Mr/Ms ....., acting in the capacity of  
 ....., was authorised to sign all Documents in  
 connection with this Tender and any Contract resulting from it on behalf of the Company.

**Signature of Chairman:** .....

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key Members in the business trading as.....  
 ..... hereby authorise Mr/Ms .....  
 acting in the capacity of ....., to sign all Documents in  
 connection with the Tender for **Bid no.: A001 – 2023/24** and any Contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This Certificate is to be completed and signed by all of the key Members upon whom rests the Direction of the Affairs of the Close Corporation as a whole.*

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorize Mr/Ms.....

acting in the capacity of ....., to sign all Documents in connection with the Tender for **Bid no.: A001 – 2023/24** and any Contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

**Note: This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.**

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Tender Offer in Joint Venture and hereby authorize Mr/Ms ..... authorized signatory of the Company, .....acting in the capacity of Lead Partner, to sign all Documents in connection with the Tender Offer for **Bid no.: A001 – 2023/24** and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the Partners to the Joint Venture.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

**Note:** *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*



---

**V) CERTIFICATE FOR SOLE PROPRIETOR**

I....., hereby confirm that I am the Sole Owner of the  
business trading as.....

**Signature of Sole Owner:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**SCHEDULE 1J: SCHEDULE OF KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

**The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.**

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
<b>Project/Contracts Manager</b>						
<b>Site Agent</b>						
<b>Foremen</b>						
<b>Safety personnel, Surveyors, etc.</b>						
<b>Artisans and other Skilled Workers</b>						
<b>Plant Operators</b>						
<b>Unskilled Workers</b>						
<b>Others:</b>						
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

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

DATE: .....

<b>SCHEDULE 1K: SCHEDULE OF SUB-CONTRACTORS</b>
---

**THE EMPLOYER HAS NO INTENTION TOWARDS PROCURING OF GOODS / WORKS THROUGH A SUB – CONTRACTING ARRANGEMENT THAT LEADS ADVANCEMENT LOCAL CONTRACTORS.**

**THE POTENTIAL CONTRACTOR MUST MAKE THE EMPLOYER AWARE IF THERE ARE COMPONENTS OF THE PROJECT THAT WILL BE PERFORMED BY THE THIRD PARTY IN TERMS OF SUB-CONTRACTING ARRANGEMENTS.**

**THEREFORE, SUCH AGREEMENT MUST ATTACHED ONTO THIS PAGE**

**SCHEDULE 1L: DETAILED METHOD STATEMENT**

*The adjudication of responsiveness of a bid also relies on the extent to which a tenderer can prove an understanding of the scope of works. The tenderer should describe below the methods and procedures he / she will employ to successfully complete the various activities as identified in the following Schedule 1N:; Program of Works / Execution Programme.*

ACTIVITY	DESCRIPTION

**SCHEDULE 1M: PROGRAMME OF WORKS & CASHFLOW**

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

The Execution Programme must be based on the completion time as specified in the Contract Data.

A copy of the cash flow must be attached to this proposed programme.

PROGRAMME													
ACTIVITY	WEEKS / MONTHS												

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

DATE: .....

**SCHEDULE 1N: SECTION 38 DECLARATION FORM**

Having examined the Bid and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and preference claimed are correct.

I/we certify that I/we/the Company complies with the issues surround Section 38 of the Supply Chain Management Regulations, as follows:

ISSUE	YES	NO
In terms of section 38 (1)(c) that the Bidder or any of the Directors is not listed as person prohibited from doing business with the Public Sector		
In terms of section 38 (1)(d)(i) that the Bidder or any of the directors does not owe rates or Municipal services charges to any Municipality that is in arrears for more than 3 (three months) Copies of the latest Municipal serves charges statement to the Bidder and the Directors must be attached to the tender document.		
In terms of section 38 (1)(d)(ii) that the Bidder or any Director has not failed to perform satisfactory on a previous contract with the Municipality or any organ of state		
In terms of section 38(l) (9) (iv) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past 5 (five) years.		
In terms of section 38 (i)(9)(iv) that the Bidder or any of the Directors has not been listed in the Register of Tender Defaulters i.t.o. Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004		

IF THE ANSWER YES, PLEASE FURNISH SUPPORTING EVIDENCE

I / we hereby certify that the above information is complete and correct to the best of my / our knowledge.

.....  
SIGNATURE OF BIDDER

.....  
DATE

.....  
NAME IN BLOCK LETTERS

COMPANY NAME .....

ADDRESS .....

.....

EMAIL .....

TELEPHONE .....

WITNESSES:

1. .... 2. ....

**SCHEDULE 10: MBD4 DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....



2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

**3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

Full Name	Identity Number	Personal Tax Reference Number	State Number / Number	Employee Peral Number

**4 DECLARATION**

**I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**SCHEDULE 1P: SIGNATORY AUTHORISATION**

**(To be completed by the Bidder)**

I/We the undersigned, am/are authorized to enter into this contract on behalf of

\_\_\_\_\_  
(Name of Firm)

by virtue of \_\_\_\_\_ dated \_\_\_\_\_

Certified copy of resolution which is attached to this Bid.

WITNESSES

1. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

2. \_\_\_\_\_  
\_\_\_\_\_  
Address

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.

**SCHEDULE IQ: MBD8 DECLARATION OF BIDDER'S PAST SCM PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, 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 bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder 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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**SCHEDULE 1R: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_ (Name of 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 Bidder)

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

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>3</sup> 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.

**SCHEDULE 1S: CERTIFICATE OF PUBLIC INDEMNITY LIABILITY INSURANCE COVER**

**Notes to tenderer:**

**1. In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.**

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance: .....

- Professional Indemnity (for each and every case)

Company: .....

Value: .....

- Third Party Liability

Company: .....

Value: .....

On agreement or pre - engagement agreement, the successful service provider(s) should indemnify and protect the Council (Newcastle Municipality) in respect of all costs and/or damage that may be incurred or sustained by the service provider, by reason of or in any way arising out of or caused by operations that may be carried out by the successful bidder in connection with the afore-mentioned contract;

Also in respect of all claims that may be instituted against the Council in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Council in examining, resisting or settling any such claims.

**Signed** ..... **Date** \_\_\_\_\_

**Name** ..... **Position** \_\_\_\_\_

**Tenderer** .....

**Witness 1 Name** ..... **Signature** .....

**Date** ..... **Position** .....

**Witness 2 Name** ..... **Signature** .....

**Date** ..... **Position** .....

**SCHEDULE 1T: SCHEDULE OF COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

**Introduction**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his or her premises.

A" mandatory" is defined in the said act as:- "including an agent, contractor or sub-contractor for work, but without derogating from his/her status in his/her own right as an employer or user.

In terms of section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health & Safety Act – 85 of 1993.

By ensuring that there is a written agreement in place, the management of Newcastle Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non – compliance will be issued. All work will be stopped, reasons of non – compliance must be given including corrective action that will be taken to rectify the situation must be stipulated

**Note: A copy of the latest receipt together with a copy of the relevant assessment OR A copy of a valid Letter of Good Standing to be handed in on appointment**

or

**Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.**

1.	Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	Yes	No
2.	Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		
3.	Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	Yes	No



4.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
5.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
6.	Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.	Yes	No
7.	Does the Contractor have trained first aid employees? If yes, indicate, who.	Yes	No
8.	Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	Yes	No

**Signed:** ..... **Date:** .....

**Name:** ..... **Position:** .....

**Bidder:** .....

**SCHEDULE 2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE / TCS PIN**

The Tenderer must attach to this page an original Tax Clearance Certificate or TCS Pin from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

**SCHEDULE 2B: PROOF OF PAYMENT OF MUNICIPAL SERVICES**

**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 acknowledges 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 or any of its directors/members/partners 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 Account Number

**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,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with 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		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.

**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. ....

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

**SCHEDULE 2C: FUNCTIONALITY DATA**

The Tenderer must attach supporting documents for evaluation for functionality and must score a minimum of 70 points to be considered further for financial evaluation:

No	Description	Total
<b>(i)</b>	Organising and Staffing	<b>Please refer to page 15 - 20</b>
<b>(ii)</b>	Demonstrated experience of projects of similar nature	<b>Please refer to page 15 - 20</b>
<b>(iii)</b>	Organizational profile including organogram	<b>Please refer to page 15 - 20</b>
	TOTAL	<b>100</b>

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

DATE: .....

**SCHEDULE 2D: JOINT VENTURE AGREEMENTS IF APPLICABLE**

This Returnable Schedule is to be completed by joint ventures.

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

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner		Signature. .... Name ..... Designation.....
		Signature. .... Name ..... Designation.....

**SCHEDULE 2E: TRADE CERTIFICATE – ELECTRICAL WIREMAN`S LICENSE ISSUED BY DEPARTMENT OF LABOUR**

The tenderer is to affix to this page, A valid certificate as above indicated.

<b>SCHEDULE 2F: CIDB REGISTRATION</b>
---------------------------------------

The tenderer is to affix to this page: a valid proof of registration in a contractor grading designation stipulated on the tender invitation and tender data.



**SCHEDULE 2G: National Home Builders Registration Council - Certificate**

The tenderer is to affix to this page: **NOT APPLICABLE FOR THIS TENDER**

**SCHEDULE 2G: CERTIFIED ID DOCUMENTS**

The tenderer is to affix to this page: the entity`s registration document in terms of Companies and Intellectual Property Commission including the owners ID document (certified copies)

**SCHEDULE 2H: COPY OF CONTRACTORS'S SAFETY POLICY**

The tenderer is to affix to this page:

<b>PART C1: AGREEMENT AND CONTRACT DATA</b>
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C.1.5: 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 for the procurement of: **BID NO A001 – 2023/24 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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.

**Signature** ..... **Date** .....

Name .....

Capacity .....

**for the tenderer**

(Name and .....  
address of  
Organization) .....

Name and signature of witness .....

**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 1 to 4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name .....

Capacity .....

**for the**

**Employer** Newcastle Municipality  
 37 Murchison Street  
 Newcastle  
 2940

Name and signature .....  
 of witness ..... Date .....

**SCHEDULE OF DEVIATIONS**

1 Subject .....

Details .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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.

<b>C1.2: CONTRACT DATA</b>
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The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) third edition published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data which together with these conditions, collectively describe the risk, liabilities and obligations of the contracting parties and the procedures for the Administration of the Contract. The Contract 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 below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

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

Clause	Description
1.1.1.15 1.2.1.2	The Employer is the <b>NEWCASTLE MUNICIPALITY</b>  The Employer's address for receipt of communications and notices is:  Telephone: (034) 328 7600  Address (Postal): Private Bag X6621  Newcastle  2940
1.1.1.16 1.2.1.2	The Engineer is Information, Communications and Technology Section as well as Budget and Treasury Unit – within Newcastle Municipality  The Engineer's address for receipt of communications and notices is:  Tel: 034 328 7600  Address (Postal): Private Bag X6621, Newcastle 2940  Physical address: 37 Murchison Street, Newcastle 2940
1.1.1.14	<b>The duration of the contract is 03 Months from the appointment date.</b>
1.3.2	The governing law is the law of the Republic of South Africa
1.1.1.12 And 5.8	The special non-working days are public holidays, Sundays and year end break (which shall be defined for purposes of this contract as 14 December to 7 January inclusive). These days will be excluded from time calculations
1.1.1.26	Pricing strategy will be a re-measurement contract
3.2.3	The Employer's Agent or The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according the following Clauses in the General Conditions of Contract:



Clause	Description
	<ol style="list-style-type: none"> <li>1. Issuing instructions for dealing with fossils and the like in terms of Clause 4.7.</li> <li>2. Issuing a variation order in terms of Clause 6.3.</li> <li>3. Approving any extension of time for completion in terms of Clause 5.12.</li> <li>4. Reducing a penalty for delay in terms of Clause 5.13.</li> <li>5. Ruling on a contractor's claim in terms of Clause 10.1</li> <li>6. Agreeing the adjustment of the sums for general items in terms of Clause 6.11.1.</li> </ol>
4.3.1	The OHS plan shall be delivered to the Employer's agent/Engineer within 14 days after the commencement date
4.3.1	Approval (or disapproval) of the health and safety plan shall be given within 7 days of receipt of the submission
4.3.1	The OHS Agreement shall be delivered to the Employer's Agent/Engineer within 14 days after the commencement date
4.3.2	The proof of payment of good standing with respect to duties, levies, taxes and contributions required in terms of legislation, shall be delivered to the Employer's Agent/ Engineer within 14 days after the commencement date
4.12.2	Add to Clause 4.12.2: "The person as approved of by the Engineer in writing, shall not be replaced or removed from Site without the written approval of the Engineer."
4.12.3	Add to Clause 4.12.3: "The Contractor's Site Agent shall be on Site at all times when work is being performed."
5.3	The Contractor shall commence executing the works upon receipt of the instruction to commence with the works.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.6.1	The Programme shall be delivered to the Employer's Agent within 14 days after the commencement date
5.9.3	Adequate notice is defined as 28 days.
5.13	The penalty for delay shall be calculated for the actual loss suffered by the employer as a result of the delay.
5.17	Add Clause 5.17: "Reporting The Contractor shall provide a monthly progress report for the Works showing, as a minimum, the following information to a format acceptable by the Employer:
5.17.1	Detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract.
5.17.2	A detailed inventory of Plant kept on Site; full particulars given for each day of the month. Distinction shall be made between owned and hired Plant as well as Plant in

Clause	Description
	working order and Plant out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
5.17.3	A Health and Safety report, including detailed report on complacence with regulations and of any safety incidents and "near misses".
5.17.4	Progress of each portion of the Works.
5.17.5	All other relevant information."
6.2.1	The form of Guarantee is to be delivered to the Employer's/ Engineer within 14 days after the commencement date
6.2	The form of Guarantee shall be an amount of 10% of the Tender Sum
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%
6.8.2	<p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>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)</p> <p><b>CONSUMER PRICE INDEX APPLIES AS FOLLOWS:</b></p> <p>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.</p> <p>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)</p> <p>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)</p>
6.10.1.5	The percent limit on materials not yet built into the permanent works is 80%
6.10.3	The percentage retention is 10% per instruction order/appointment.
7.2	<p>The Quality management plan shall be delivered to the Employer's Agent/Engineer within 14 days after the commencement date</p> <p>Approval (or disapproval) of the Quality management plan shall be given within 7 days of receipt of the submission</p>
7.5.3	Adequate notice is defined as 3 working days.
7.8.1	The defects liability period is 12 calendar months
8.6.1.1.3	<p>In addition to the Contract Price, the sum insured shall include for:</p> <p>Professional fees not included in the Contract price in the amount of R1 000 000-00</p>
8.6.1.2	A Coupon Policy for special risk is to be issued

Clause	Description
8.6.1.3	The limit of liability Insurance required is 10 % of the Contract price. a) No interest will be paid on retention money
8.6.5	Approval (or disapproval) of the insurances shall be given within 14 days of receipt of the submission
8.6.6	The Insurance policies and proof of due payment shall be produced to the Employer's Agent/ Engineer within 21 days after commencement date.
9.2.1.3	Add the following Clauses after Clause 9.2.1.3.7: 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurance within the prescribed time: 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract. 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the Contract that benefited the Contractor.
10.5	<b>Disposal and transport of Asbestos containing material.</b> A person who transport or packages asbestos must comply with the standards set for transport and packaging in SANS 10228 and SANS 10229. Way leave applications should be done prior to drilling
10.6	Work will be allocated as per instruction order. Way leaves are contractor's responsibility. Re-instatement should be done by the Municipality All roads crossings should be horizontal directional drilling
10.7	Disputes are to be referred to a competent court heavy jurisdiction.

**C1.2: CONTRACT DATA**

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description												
C.2.1	The Contractor is the ..... <i>[Enter the Legal name of the Contractor]</i> .												
C.2.2	The Contractor's address for receipt of communications and notices is: Telephone: ..... Facsimile: ..... E-mail: ..... Address (Postal): ..... Address (Physical): ..... ..... .....												
C.2.3	The percentage allowance to cover all overhead charges is ..... ..... <b>N/A</b>												
C.2.4	The Works shall be completed in ..... days/weeks/months *(delete one). <i>[State the total number of days, weeks, months or years which must include the special non-working days and the year-end break].</i>  N/A												
C.2.5	The variation in cost of special materials is: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 40%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....
Type of Material	Unit	Rate or Price											
.....	.....	.....											
.....	.....	.....											
.....	.....	.....											

**C1.2.3 TRANSFER OF RIGHTS**

The successful tenderer should complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this Document is not submitted with the progress payment being considered.

**TRANSFER OF RIGHTS AND INDEMNITY**

**(To be completed during construction by successful Tenderer only)**

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

**Contract No:** .....For (Contract title)  
 .....

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

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) NEWCASTLE LOCAL MUNICIPALITY insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

**Signed by:** ..... **Date:** .....

for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

**NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

**BID NO A001 – 2023/24 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM**

**C1.3 FORM OF GUARANTEE**

Contract No .....

WHEREAS **NEWCASTLE MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

.....

(Hereinafter called "the Contractor") on the ..... Day of ..... 20....,

**For. BID NO A001 – 2023/24 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A NEW UNINTERRUPTABLE POWER SUPPLY SYSTEM (UPS): REPLACEMENT OF AN EXISTING SYSTEM WITH A NEW SYSTEM**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... Has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.

- 3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
- 4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....  
..... Rand (in words); R ..... (in figures)
- 6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
- 7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....

On this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between **NEWCASTLE MUNICIPALITY** represented by the Chief Executive Officer

(Hereinafter called the EMPLOYER of the one part, herein represented by:

.....

in his capacity as: ..... ;

AND: .....

(Hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of

**Bid No.: A001 – 2023/24**

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. ***The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.***
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts Sole Liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.



- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus, signed at ..... for and on behalf of the CONTRACTOR  
 on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME:  
 .....

CAPACITY: .....

WITNESS:                   1. ....  
                                   2. ....

Thus, signed at .....for and on behalf of the EMPLOYER on this  
 The .....day of.....20.....

SIGNATURE: .....

NAME AND SURNAME:  
 .....

CAPACITY: .....

WITNESS:                   1. ....

<b>PART C2: PRICING DATA</b>
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**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**

## C2.1: PRICING INSTRUCTIONS

- 1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
  
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:
 

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
Km-pass	=	kilometre-pass
KPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	meter
mm	=	millimeter
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometer
MN	=	mega newton
MN.m	=	mega newton-metre
MPa	=	mega Pascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
  
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 in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described 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 will 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 these Bills 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.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://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 such items.
  7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
  8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. 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 these Bills 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 Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

**C2.2: BILLS OF QUANTITIES**

Item no.:	Equipment Description	Unit Measurement	Quantity	Unit Cost	Total Cost
1.	Preliminaries and General				
1.1	Preparation, adherence to specifications and safety protocols	Sum	1		
2.	Removal of existing UPS system	Sum	1		
2.1	Remove the old UPS system and place it at venue to be indicated by the Employer`s agent				
3.	Installation of a new UPS system				
3.1	New UPS System	Sum			
3.2	Installation, Testing & Commission Phase				
3.2.1	Labour costs <ul style="list-style-type: none"> <li>• Supervisor</li> <li>• Artisan</li> </ul>	Hrs Hrs			
3.2.2	Material / Software / interface devices / External Associated Components (Batteries, etc.)	Sum			
4	Other cost associated with operations: please specify _____ _____				
<b>SUB - TOTAL</b>					
<b>VAT @ 15%</b>					
<b>TOTAL COST</b>					

**Name of the Manufacturer** .....

**Make & Model** .....

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

**PART C3: SCOPE OF WORKS**

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- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Management & Construction**
- C3.4 Site Information**

**PART C3: SCOPE OF WORK**

**PART C3.1: DESCRIPTION OF THE WORKS**

**PART C3.2: ENGINEERING**

**PART C3.3: MANAGEMENT**

**PART C3.4: CONSTRUCTION**

## **PART C3.1 – DESCRIPTION OF WORKS**

### **3.1.1 Scope Overview**

Project scope includes:

- Decommissioning of the existing UPS
- Removal of the existing UPS
- Supply and delivery of a new Modular UPS
- Installation, testing and commissioning of a new UPS

The purpose of the project is to provide reliable and uninterrupted supply of power to the server room in the Newcastle Municipality. This will be achieved through provision of:

- A modular UPS solution with 300KW rack, fitted with 6 x 50KW modules.
- A hot-swappable power modules.
- A touch screen interface display.
- An SNMP network card for remote monitoring.
- AGM batteries.

### **3.1.2 Existing Equipment**

The current UPS has reached its end of life and longer in use. It must be decommissioned and removed from the UPS room. The UPS system has a separate room from the server room. The table below provides details of the existing UPS

Type	Technology	Size	Quantity
Static UPS	On-Line	60KVA	4
Batteries			
Number of Cabinets		Number of Batteries per Cabinet	
4		36	

**NOTE:** Battery cabinets may be reused to house new batteries.

### **3.1.3 Standard and Specification of New Equipment**

The contractor shall supply, install, test, network integrate, and commission accordingly to comply with the following requirements:

#### **Specification for Modular UPS**

General Specification	
System capacity	300 KVA
Active power	300 KW
Module power	6.7KW
System	Modular, expandable and redundant UPS system
Classification	On-line double conversion
UPS Input Specification	
Input voltage	3ph + N+ PE (380 – 415) V
Input	50/60 Hz



Input voltage range	400V+15%/ -20%
THD input current	<3% at full load
Input power factor	>0.99
<b>UPS Output Specification</b>	
Output Voltage	3ph + N + PE (380 – 415) V
Efficiency	Up to 98%
Efficiency in eco mode	99%
Nominal output frequency	50/60Hz
Crest factor	3:1
Waveform	sinusoidal
Output voltage tolerance	+/- 1%
THD output voltage	< 1%
Overload capacity	10 minutes at 115%
Bypass	Automatic bypass and manual maintenance bypass.
<b>Batteries</b>	
Battery module	Plug & Play
Battery series type/ Voltage	VRLA – AGM / 240Vdc
Battery charger	Smart charge technology 3 stage advanced cycle.
<b>Communication and Management</b>	
Display and signals	<ul style="list-style-type: none"> <li>- Digital display.</li> <li>- Touch screen menu.</li> <li>- LED multi-colour status indicator.</li> <li>- Alarms full description (not coded or referencing to manual).</li> <li>- Audio signals.</li> </ul>
Communication ports	2 RS232 serial ports, 1 logical gate, 5 ports with dry contacts.
Back feed protection	NC/NO auxiliary contact
Emergency power off	yes
Remote management	Available or network monitoring
<b>Ambient Condition</b>	
Operating temperature	0 – 40oC / 0 – 95% non-condensing
Protection rating	IP65
Max audible noise	58 – 62 (dBA)

### 3.1.4 **Materials**

All materials and components must comply with SANS (South African National Standards) which are related to the product tendered for.

### **3.1.5 Contract Period**

The contract period shall be once off from the date of award.

A formal commencement date for the contract will be confirmed once all pre contract requirements have been met. Furthermore a letter of appointment will be issued to the successful contractor.

### **3.1.6 Place of Delivery and Delivery Period**

Place of Delivery : Newcastle Municipality, 37 Murchison Street Newcastle 2940  
Construction site :

Delivery period : should be within 14 days from the receipt of the municipal order form  
Project start date :

### **3.1.7 Insurance Required**

#### Surety Requirements:

Surety shall be applicable for projects exceeding R 1 000 000 including VAT and shall be 10% of the project value including VAT. A provisional letter shall be made for each project requesting that the surety be provided within 14 days (applicable to contracts above R 1 000 000). On submission of the requirements of the provisional award, a final letter of acceptance shall be sent to the contractor for the project.

### **3.1.8 Retention**

A retention of 10% will be held on the value of construction works, 5% will be released on the issues of the certificate of completion and the balance of 5% to be retained for 06 months and released at the end of the retention period of six (6) months.

### **3.1.9 Penalties**

The amount of penalties to be levied will be R500.00 per day for work not completed on time as per approved program for a specific project.

A further penalty of R500.00 will be levied per day where the contractor is not complying with the safety requirements on site.

The above penalties will be deducted from the payment of that specific project.

### **3.1.10 Cidb Grading**

NB: Proof of valid CIDB rating registration and Company Registration number must be submitted. Failure to do so will disqualify the Tenderer.

### **3.1.11 Compliance with any Legislation, Bylaws, etc.**

1. National Building Regulations and Building Standards
2. SCM Treasury Regulations
3. Construction Industry Development Board (CIDB) Regulations Act No.38 of 2000
4. The Occupational Health and Safety (OHS) Act (Act 85 of 1993)
5. The Labour Relations Act (Act 66 of 1995)
6. The Income Tax Act (Act 58 of 1962)
7. Council Supply Chain Management Policy

8. South African National Standards (SANS 10400 & 1200)
9. The Engineering Profession Act of South Africa (Act 114 of 1990)
10. The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993)
11. PFMA (Public Finance Management Act, Act No. 1 of 1999 (as amended by Act 29 of 1999)
12. PPPFA (Preferential Procurement Policy Framework Act, No 5 of 2000)
13. General conditions of contract of 2015 (GCC 2015)

### **3.1.12 Conditions of Contract**

The Conditions of Contract governing this contract shall be General conditions of contract of 2015 (GCC 2015)

### **3.1.13 Defects Liability Period**

A 6 months guarantee/warranty/defects liability period from the date of completion.

### **3.1.14 Escalation**

Not applicable to this contract.

### **3.1.15 Materials**

All materials and components must comply with SANS (South African National Standard) 1200 specifications and the NBR (National Building Regulations).

### **3.1.16 Cost of Works**

The cost of the works shall be in accordance to each project undertaken by contractors on an "as and when required" basis exclusive of VAT.

### **3.1.17 Schedule of Rates**

- All rates in the Bill of Quantities include material, labour, overheads and profit.
- The respective Preliminaries & General percentages must be added to the summary page to form a Project Sum during the execution of the Contract.

**The Tenderer is required to initial every page of the bill contained in the tender document. Failure to comply with this clause shall lead to disqualification.**

### **3.1.18 Contract Award**

Council intends appointing one (1) contractor to execute this contract.

### **3.1.19 Council's Liability and Indemnity**

The Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

The council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of; and negligence or innocent misrepresentations made by the Council, its employees or agents in

respect of any data. Information and statistics supplied to the Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and a change in a legislative provision applicable to the contract.

### **3.1.20 Assignment and Subletting**

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, given, shall not relieve the Service Providers from any liability or obligation under the contract.

### **3.1.21 Sequestration or Surrender and Subletting**

In the event of an order being made for the sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers shall enter into, make or execute and deed of assignment or other composition or arrangement with , or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make and order for the liquidation of such company, the Council shall have right , summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue Service Providers for any damages sustained by it in consequence of one or other of the aforementioned events.

### **3.1.22 Law to Apply**

The contract shall in all respects be constructed in accordance with the law of the Republic of South Africa, and any difference that may rise between council and the service providers in regard to the contract shall be settled in the Republic of South Africa.

### **3.1.23 Contract to be in Conformity with By-Laws and other applicable Laws**

The contract shall be carried out subject to and in conformity with any laws, regulation or by-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**C3.2 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)**

Where work undertaken in connection with this contract falls within the meaning of 'kinds of works reserved for professional engineers' as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof. Only person registered in terms of the above act, may assume full responsibility, according to competency under the act, for the respective sections and phases of such work as described in the Act. Particularly in regard to design, supervision of construction and installation and commission where applicable.

### **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 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 Site Meeting

**They'll be a non-compulsory briefing session will**

### 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
- 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 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.

**NEWCASTLE MUNICIPALITY****C3.4: SITE INFORMATION****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**

<b>Clause</b>	<b>Description</b>	<b>Page no.</b>
SI 1	SITE LOCATION Newcastle Municipality 37 Murchison Street 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



