



**WATER AND SANITATION DEPARTMENT**

**CONTRACT NUMBER: A-WS 07-2026**

**BID DOCUMENT**

**(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)**

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**CIDB GRADING: 4CE or 3CEPE or higher.**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>	<b>PREPARED FOR:</b>
Department of Finance Tender Office  Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets)  Germiston 1400 Use entrance at 65 FH Odendaal Street  Email: Sduduzo.Sikhakhane@ekurhuleni.gov.za	WATER AND SANITATION DEPARTMENT  Division: Operations  Boksburg Civic Centre, Corner Trichardts and Commissioner Streets, Boksburg.  Thembi Khupuza Email: Thembi.khupuza@ekurhuleni.gov.za	WATER AND SANITATION DEPARTMENT  <b>Head Office</b>  Pretoria Road and C.R.Swart Road, Kempton Park 1620  Mr. T. Maseko Email: Thembi.khupuza@ekurhuleni.gov.za

**NAME OF BIDDING ENTITY (FULL NAME, i.e. Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :**

\_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**EMAIL ADDRESS** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “**Acceptable bid**”, and as such will be rejected.

“**Acceptable bid**” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

### A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder’s information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
  - a) who is in the service of the state, or;
  - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid 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.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
  - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of **(18.1)** and **(18.2)** above for each of its financial years since commencing business.

- 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected.
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM 2.2.2	- GENERAL DECLARATION
FORM 2.2.3	-DECLARATION OF INTEREST
FORM 2.2.4	- DECLARATION OF BIDDER'S PAST SCM PRACTICES
FORM 2.2.5	- DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)
FORM 2.2.6	- CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM 2.2.7	-DECLARATION FOR MUNICIPAL ACCOUNTS
FORM 2.2.8	-DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

**NOTE:**

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

**PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID**

**THE LIST OF SUCCESSFUL AND UNSUCCESSFUL BIDDERS WILL BE PUBLISHED ON THE CITY'S WEBSITE.**

**PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.**

**PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.**

**IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.**

**CITY OF EKURHULENI**

DEPARTMENT NAME: **WATER AND SANITATION**

CONTRACT NO: **A-WS 07-2026**

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY:.....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

CONTRACT PRICE : R.....

(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: .....

DATE: .....

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

**CITY OF EKURHULENI**

DEPARTMENT NAME: **WATER AND SANITATION**

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**CITY OF EKURHULENI**

DEPARTMENT NAME: ***WATER AND SANITATION***

CONTRACT NO: ***A-WS 07-2026***

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**PART T1 BIDDING PROCEDURES**

T1.1 BID NOTICE AND INVITATION TO BID  
T1.2 BID DATA

## **T1.1 BID NOTICE AND INVITATION TO BID**

ADVERTISED IN: SOWETAN  
PUBLISHING DATE: 05 JUNE 2026

### **CITY OF EKURHULENI**

Bids are hereby invited for the following:  
**WATER AND SANITATION DEPARTMENT**  
Operations

<b><u>CONTRACT NO.:</u></b>	<b><u>DESCRIPTION:</u></b>	<b><u>CLOSING DATE:</u></b>
<b>A-WS 07-2026</b>	Appointment of contractors to Conduct CCTV Camera Inspection on Sewer Pipelines for City of Ekurhuleni, on an as and when required basis for a period with effect from date of award until 30 June 2029	<b>15 JULY 2026</b>

**Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally**

**Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work. Enterprises who have a 3CEPE grading may also submit bids or higher**

Acceptable bids will be evaluated by using a system that awards points on the basis of **80 points** for bid price and a maximum of **20 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

**Please note that all bid documents are available for download on our website for free in any colour paper**

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number FOUR (04)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **15 JULY 2026**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

**Enquiries must be directed to Thembi Khupuza at e-mail address: Thembi.khupuza@ekurhuleni.gov.za**

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

**TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE**

**MR. K. LERUTLA**  
**CITY MANAGER**  
**COE**

<b>MBD 1: PART A : INVITATION TO BID</b>					
<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI</b>					
BID NUMBER:	<b>A-WS 07-2026</b>	CLOSING DATE:	<b>15 JULY 2026</b>	CLOSING TIME:	<b>10:00 am</b>
DESCRIPTION	Appointment of contractors to Conduct CCTV Camera Inspection on Sewer Pipelines for City of Ekurhuleni, on an as and when required basis for a period with effect from date of award until 30 June 2029				
<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 (STREET ADDRESS)					
<b>GOLDEN HEIGHTS</b>					
<b>141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street</b>					
<b>GERMISTON</b>					
<b>1400</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-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES&amp; QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance		CONTACT PERSON	Thembi Khupuza	
CONTACT PERSON	Sduduzo Sikhakhane		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Sduduzo.Sikhakhane@ekurhuleni.gov.za		Thembi.khupuza@ekurhuleni.gov.za		

## MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><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></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
<p>F.1.1 ACTIONS</p>	<p>The Employer is: The City Manager City of Ekurhuleni (CoE) Private Bag 1069 Germiston 1400</p>
<p>F.1.2 TENDER DOCUMENTS</p>	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p><b>Part T1 Bidding procedures</b> Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p><b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p><b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p><b>Part C3 Scope of Works</b> C3 Scope of Works</p> <p><b>Part C4 Site Information</b> C4 Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: Ms. T Khupuza. Address: Boksburg Civic Centre, 6<sup>th</sup> floor <i>Crn Trichardt's and Commissioner Streets</i> E-mail: <a href="mailto:thembi.khupuza@ekurhuleni.gov.za">thembi.khupuza@ekurhuleni.gov.za</a></p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4 CE</b> class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> <li>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</li> <li>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.</li> </ul> <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner has a contractor grading designation in the <b>3 CE</b> class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4 CE</b> class of construction work.</li> </ul>
<p>F.2.7 CLARIFICATION MEETING</p>	<p>There are no clarification meetings</p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Engineer.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative satisfies the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>

Clause number	Data
	The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <b><i>whole original</i></b> bid document, <b><i>as issued by the COE</i></b>, shall be submitted.</p> <p><b>THE BIDDER TO SUBMIT, TOGETHER WITH THE FULLY COMPLETED BID DOCUMENT, A USB WITH A COPY IN PDF FORMAT OF THE ORIGINAL COMPLETED BILL OF QUANTITIES/PRICING SCHEDULE. THIS USB MAY BE USED WHENEVER THERE IS A DISPUTE BETWEEN THE BIDDER AND COE.</b></p> <p>Bids may only be submitted on the Bid documentation issued by the COE.</p>
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number <b>FOUR (04)</b></p> <p>Physical address: Finance Head Office Building Ground Floor Corner Victoria and HF Odendaal Street GERMISTON</p> <p>Identification details: Contract Number: <b>A-WS 07-2026</b></p> <p><b>APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2029.</b></p>
F.2.15 CLOSING TIME	<p>The closing time for submission of bid offers is:</p> <p><b>10:00 on 15 JULY 2026</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.</p>
F.2.16 TENDER OFFER VALIDITY	The bid offer validity period is <b>120 days</b>

Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder 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.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: NOT APPLICABLE
F.2.23 CERTIFICATES	<p>The bidder is required to <b>submit with his bid</b>.</p> <p>(1) <b>In order to obtain Specific Goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of Specific Goal/s claimed.</b></p> <p>(2) <b>A TCS pin number thereof, issued by the South African Revenue Services;</b></p> <p>(3) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders <b>most recent</b> financial year <b>together with</b> the audited or independently reviewed annual financial statements <b>for the two immediately preceding financial years</b>, unless the bidder was only established within the past three (3) years in which case <b>all</b> of its annual financial statements must be submitted.</p> <p>(4) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders <b>most recent</b> financial year <b>together with</b> the annual financial statements <b>for the two immediately preceding financial years</b>, unless the bidder was only established within the past three (3) years in which case <b>all</b> of its annual financial statements must be submitted.</p> <p>(5) <b>Immediately preceding financial years</b>, unless the bidder was only established within the past three (3) years in which case <b>all</b> of its annual financial statements must be submitted. If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.</p> <p>(6) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.</p>
F.3.4 OPENING OF BID SUBMISSIONS	<p>The time and location for opening of the bid offers are:</p> <p>Immediately after the closing time for submission of bid.</p> <p>Location: Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets)</p>

	<p>Germiston</p> <p>1400</p> <p>Use entrance at 65 FH Odendaal Street</p>										
F.3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure will <b>not</b> be followed.										
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following:</p> <p>“Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <b><u>the rate shall govern and the line item total shall be corrected.</u></b></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>										
F.3.11 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b>-point preference system, being a maximum of <b>80</b> points for price and a maximum of <b>20</b> points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2011, in full compliance with Form 2.3.3.</p> <p><b>EVALUATION CRITERIA</b></p> <table border="1"> <thead> <tr> <th>EVALUATION ASPECT</th> <th>MINIMUM REQUIREMENTS</th> </tr> </thead> <tbody> <tr> <td>CIDB</td> <td><b>4CE or 3CEPE or Higher</b></td> </tr> <tr> <td><b>Infrastructure and resources available – Plant and Equipment (owned or leased)</b></td> <td> <ul style="list-style-type: none"> <li>• <b>One</b> Remote Controlled CCTV Camera with Controlled Crawler and Monitor.</li> <li>• Combination Truck (with minimum Tare of <b>8 000kg</b>)</li> </ul> </td> </tr> <tr> <td><b>Staffing profile</b></td> <td> <p><b>Civil Engineer (x1)</b></p> <ul style="list-style-type: none"> <li>• National Diploma (NQF Level 6) in Civil Engineering</li> <li>• 3 years’ experience in maintenance of sewer network or project management</li> </ul> </td> </tr> <tr> <td><b>Financial Ability (Ability to Deliver)</b></td> <td>R200 000</td> </tr> </tbody> </table>	EVALUATION ASPECT	MINIMUM REQUIREMENTS	CIDB	<b>4CE or 3CEPE or Higher</b>	<b>Infrastructure and resources available – Plant and Equipment (owned or leased)</b>	<ul style="list-style-type: none"> <li>• <b>One</b> Remote Controlled CCTV Camera with Controlled Crawler and Monitor.</li> <li>• Combination Truck (with minimum Tare of <b>8 000kg</b>)</li> </ul>	<b>Staffing profile</b>	<p><b>Civil Engineer (x1)</b></p> <ul style="list-style-type: none"> <li>• National Diploma (NQF Level 6) in Civil Engineering</li> <li>• 3 years’ experience in maintenance of sewer network or project management</li> </ul>	<b>Financial Ability (Ability to Deliver)</b>	R200 000
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<b>Financial Ability (Ability to Deliver)</b>	R200 000										

**Relevant previous Company Experience – Completed Project**

- Two (02) contactable reference where the bidder has completed CCTV Camera Inspection on sewer pipelines and cleaning of sewer lines.

**Bidders that do not meet the minimum requirements will be rejected and not evaluated further.**

**REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available – Plant and Equipment (owned or leased)**

- **Proof of ownership or lease agreement or letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor’s plant and equipment must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**

**One of each of the following:**

- One Remote Controlled CCTV Camera with Controlled Crawler and Monitor **(x1)**
- Combination Truck (with minimum Tare of **8 000kg**) **(x1)**

**Financial Ability (Ability to Deliver)**

**1. Proof of Access to Credit or Financing**

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R200 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

**OR**

**2. Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R 200 000**

**OR**

**3. Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered DFI, indicating funding of at least **R 200 000**

**Staffing profile**

**Civil Engineer (x1)**

- Copy of a National Diploma Certificate (NQF Level 6) in Civil Engineering
- CV demonstrating a minimum of 3 years' experience in maintenance of sewer network or project management

**Please Note:**

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

**Relevant previous Company Experience – Completed Project**

- Two (02) Signed reference letters or Completion Certificates on the **Bidder's Client Letter Head** **(The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to** with Contactable References from the bidder's previous client confirming relevant experience where the bidder has completed CCTV camera work Inspection on sewer pipelines and cleaning of sewer lines.

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**SPECIFIC GOAL REQUIREMENT**

**Points awarded for Specific Goal/s**

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

<b>SPECIFIC GOAL REQUIREMENT</b>	<b>EVIDENCE REQUIRED</b>	<b>POINTS ALLOCATED</b>
EME	Original <b>Sworn Affidavit</b> /Certified Copy of the <b>Sworn Affidavit</b> or Original / Certified Copy of the <b>BBBEE Certificate</b>	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – <b>must be in the name of the Enterprise</b>	10

		<b>NB: Municipal Account must not be older than 3 months</b>	
	An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	<b>Identity document</b> (certified not older than 6 months)	5
		Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
		<b>For persons living with disabilities (If Applicable)</b> <b>Original/Certified Medical Certificate (certified not older than 6 months)</b> with the following information: <ul style="list-style-type: none"> <li>a) Name of practitioner,</li> <li>b) Practitioner number,</li> <li>c) Doctor's contact details,</li> <li>d) Details of the condition,</li> <li>e) Date,</li> <li>f) Signature,</li> <li>g) Stamp and</li> <li>h) Patient's name.</li> </ul>	
	<b>TOTAL SPECIFIC GOAL POINTS</b>		<b>20</b>
	<b>NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.</b>		
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the preemptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.		
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is <b>one</b> .		
ADDITIONAL CONDITIONS	The additional conditions of bid are:		

<p>APPLICABLE TO THIS BID</p>	<ol style="list-style-type: none"> <li>1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer 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 bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 It is the intention of CoE to appoint more than one bidder up to a maximum of 02 bidders. <ul style="list-style-type: none"> <li>• A bidder will be awarded a maximum of one district.</li> <li>• In cases where it is not possible to award a maximum of one district to a bidder (due to the number of acceptable bidders), then one bidder may be awarded more than one district, and preference will be given to the highest scoring bidder.</li> </ul> </li> <li>4 The bid document shall be submitted as a whole and shall not be taken apart.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile <b>will not</b> be used by the CoE to complete PART T2 on behalf of the bidder) <b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></li> </ol>
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## **Annex F**

*(normative)*

### **Standard Conditions of Tender**

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, the government Tender Bulletin, eTender Publication Portal and other 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 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

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

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

## **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**

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

**F.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), referencing 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 specific goal/s 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 for specific goal/s. 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 ratified.

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.

F.3.9.2 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 rate shall govern and the line item total 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 specific goal/s
- 3) Add the points scored for price and specific goal/s.

### 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 2 000 and up to Rand value of R 50 million ( all applicable taxes included):

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

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 goal/s in accordance with the table below:
- (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 goal/s contemplated in 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. (See Specific Goals under Specification)

### 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 million (all applicable taxes included):

**90/10**

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

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.

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

(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 goal/s 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. (See Specific Goals under Specification)

### 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 tender offer. $P$ is the comparative offer of 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:

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

where:  $S_Q$  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<sub>2</sub> 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 restriction, or has principals who are under restriction preventing participation 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.



**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

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## EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Infrastructure and resources available –  Plant and Equipment (owned or leased)	<ul style="list-style-type: none"><li>• <b>One</b> Remote Controlled CCTV Camera with Controlled Crawler and Monitor.</li><li>• Combination Truck (with minimum Tare of <b>8 000kg</b>)</li></ul>

### REQUIRED DOCUMENTS:

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available – Plant and Equipment (owned or leased)**

- **Proof of ownership or lease agreement or letter of intent to lease signed by the lessor for one each of the following:**
- **Proof of ownership of lessor's plant and equipment must be submitted**
- **The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:**

**One of each of the following:**

- **One Remote Controlled CCTV Camera with Controlled Crawler and Monitor (x1)**
- **Combination Truck (with a minimum Tare of 8 000kg) (x1)**

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT**

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

**Infrastructure and resources available – Plant and Equipment (owned or leased)**

DESCRIPTION, SIZE, CAPACITY	NUMBER
Remote Controlled CCTV Camera with Controlled Crawler and Monitor	
Combination Truck (with a minimum Tare of 8 000kg)	

**FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

**APPLICABLE FOR BIDS BELOW R 10 000 000 (including Vat)**

What was your turnover in the previous financial year? **R**  
.....

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

**SMME STATUS - (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following.

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

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



**FORM 2.1.3 STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff

## EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Staffing profile	<b>Civil Engineer (x1)</b> <ul style="list-style-type: none"><li>• National Diploma (NQF Level 6) in Civil Engineering</li><li>• 3 years' experience in maintenance of sewer network or project management</li></ul>

### REQUIRED DOCUMENTS:

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Staffing profile**

**Civil Engineer (x1)**

- Copy of a National Diploma Certificate (NQF Level 6) in Civil Engineering
- CV demonstrating a minimum of 3 years' experience in maintenance of sewer network or project management

**Please Note:**

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME & SURNAME	NATIONALITY:	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	PRESENT OCCUPATION
Civil Engineer						

**REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Civil Engineer (x1)**

- Copy of a National Diploma Certificate (NQF Level 6) in Civil Engineering
- CV demonstrating a minimum of 3 years' experience in maintenance of sewer network or project management

**Please Note:**

- Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.
- All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.
- All professional Registrations must be in good standing during the period of tender evaluation.
- The City of Ekurhuleni reserves the right to verify the submitted documents.

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

## EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Relevant previous Company Experience – Completed Project	<ul style="list-style-type: none"><li>Two (02) contactable reference where the bidder has completed CCTV Camera Inspection on sewer pipelines and cleaning of sewer lines.</li></ul>

### **REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

#### **Relevant previous Company Experience – Completed Project**

- Two (02) Signed reference letters or Completion Certificates on the **Bidder's Client Letter Head** (**The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to** with Contactable References from the bidder's previous client confirming relevant experience where the bidder has completed CCTV camera work Inspection on sewer pipelines and cleaning of sewer lines.

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**Give at least two (2) names and telephone numbers and e-mail address per reference.**

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		

## EVALUATION CRITERIA

EVALUATION ASPECT	MINIMUM REQUIREMENTS
Financial Ability (Ability to Deliver)	<ul style="list-style-type: none"><li>• R200 000</li></ul>

### REQUIRED DOCUMENTS:

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

#### **Financial Ability (Ability to Deliver)**

**1. Proof of Access to Credit or Financing**

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R200 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

**OR**

**2. Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R200 000**

**OR**

**3. Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, or any other registered **DFI**, indicating funding of at least **R200 000**

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)****Financial ability to execute the project.**

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing or**
- **Bank Statement(s) or**
- **Funding Commitments from Development Finance Institutions (DFIs)**

Indicate with a **tick** next to the relevant block on the below table, the type of proof submitted for financial ability

	<u>Tick (x)</u>
<b>Proof of Access to Credit or Financing</b>	
<b>Bank Statement(s)</b>	
<b>Funding Commitments from Development Finance Institutions (DFIs)</b>	

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**FINANCIAL ABILITY CONSENT FORM**

By signing this form, you hereby grant consent to authorize the City of Ekurhuleni to verify all documents submitted for the purposes of evaluating financial ability for **Contract Number [A-WS 07-2026]**, with **Description [APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029]**.

**I, NAME OF BIDDING ENTITY / ACCOUNT HOLDER**

[.....], hereby confirm that the information provided is true and correct.

I authorize the **financial institution and/or registered credit provider**, namely **[Bank / Financial Institution / Credit Provider Name]**

[.....], to verify and confirm the information as may be requested by the City of Ekurhuleni for bid evaluation purposes.

I acknowledge and understand that:

- This consent shall remain valid until revoked in writing.
- All information will be processed and handled in compliance with the Protection of Personal Information Act (POPIA) and all other applicable banking and credit legislation.
- This authorization is strictly limited to the verification of the following information:

• Account number: .....

• Bank Balance / Credit Facility as at: .....

• Eligible Funds / Approved Credit Amount: .....

\_\_\_\_\_  
Signature of person authorised to sign bid documents

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**NB: Failure to complete the above requirements will result in disqualification.**

**NAME OF BIDDING ENTITY** .....

**FORM 2.1.7                      JOINT VENTURE/CONSORTIUM AUTHORITY**

**JOINT VENTURE/ CONSORTIUM INFORMATION**

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029** and of jointly performing such contract under joint responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

.....%

.....

Full Name and address of 2<sup>nd</sup> enterprise

.....%

.....

Full Name and address of 3<sup>rd</sup> enterprise

.....%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner**.....

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner**.....

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner**.....

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**

**In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.**

**FORM 2.1.8****SCHEDULE OF PROPOSED SUBCONTRACTORS**

A tenderer awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

**Provide details on all sub-contractors you intend utilising for this contract:**

Type of work to be used for	As a % of contract	Name of sub-contractor
Total % of contract sub-contracted		

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	(    )
Fax number	(    )
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

**FORM 2.1.10      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION

**FORM 2.1.11      AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION

**FORM 2.1.12      LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER  
RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

**CITY OF EKURHULENI**

DEPARTMENT NAME: **WATER AND SANITATION**

CONTRACT NO: **A-WS 07-2026**

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

	<u>PAGE(S)</u>
FORM 2.2.1 TAX COMPLIANCE .....	
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FORM 2.2.7 DECLARATION FOR MUNICIPAL ACCOUNTS .....	
FORM 2.2.8 DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION .....	

**FORM 2.2.1 TAX COMPLIANCE**

TCS PIN NUMBER OBTAINED FROM SARS TO BE INDICATED ON BID DOCUMENTS.

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM 2.2.2 GENERAL DECLARATION:**

*I/We, the undersigned:*

- (a) *bid to supply and deliver to the CITY OF EKURHULENI [hereafter "COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*
- declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*
- (l) *declare that the signatory to the bid document is duly authorised; and*
- (m) *agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy*

thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO

If YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved .....

.....  
.....

2. The full details of the Bidder(s) participation .....

.....  
.....

(p) declare that all of the information furnished is true and correct

Signed at.....this.....day of.....  
20.....

Name of Authorised Person: .....

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

Date: \_\_\_\_\_

As witness: \_\_\_\_\_

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM 2.2.3 DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their relationship to the person/s in the service of the state.

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

- 3.1 Full Name of Owner of the Bidding Entity: .....
- 3.2 Identity Number if applicable: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

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

<sup>2</sup> Shareholder” means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

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

3.8 Are you presently in the service of the state?  
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars. ....  
.....

3.9 Have you been in the service of the state in the past twelve months?  
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (close family member, partner or associate)  
with persons in the service of the state who may be involved  
in the evaluation and or adjudication of this bid?  
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other  
bidder and any persons in the service of the state who may be involved in the evaluation and or  
adjudication of this bid?  
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company's directors, trustees, managers,  
shareholders or stakeholders in service of the state?  
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company's directors,  
trustees, managers, shareholders or stakeholders  
in service of the state?  
(Tick applicable box)

YES	NO

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, shareholders, or stakeholders of this company

have any interest in any other company or business entity whether or not the latter is bidding for this contract.  
(Tick applicable box)

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	Employee Number

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

**I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidding Entity**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	<b>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<b>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**MUST BE COMPLETED FOR THIS BID**

**BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

**1.1 Are you by law required to prepare annual financial Statements?**  
**(Tick applicable box)**

YES	NO

If yes:

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,( unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1.1.1) and (1.1.2) above for each of its financial years since commencing business.
- 1.1.4 If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

**1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?**  
**(Tick applicable box)**

YES	NO

**1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.**

**1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.**

.....

**2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?**  
**(Tick applicable box)**

YES	NO

2.1 *If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.*

2.2 *If yes, provide particulars.*

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

3. *Has any contract been awarded to you by an organ of state during the past five years, in relation to which there was any material non-compliance or dispute concerning the execution of such contract? (Tick applicable box)*

YES	NO

3.1 *If yes, furnish particulars.*

.....  
.....

4. *Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? (Tick applicable box)*

YES	NO

4.1 *If yes, furnish particulars*

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
*Signature*

.....  
*Date*

.....  
*Position*

.....  
*Name of Bidder*

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form “2.2.6“ must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4. This Form “2.2.6“ serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form “2.2.6“) must be completed and submitted with the bid:

<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.**

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

**FOR EVALUATION PURPOSE (MUST BE COMPLETED**

NAME OF BIDDING ENTITY .....

**FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, 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 documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

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

Authorised Signature: .....

As witness: 1. ....

2. ....

**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,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

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

Authorised Signature: .....

As witness: 1. ....

2. ....

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

NAME OF BIDDING ENTITY .....

**FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).**

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). That at the closing date of the bid, any of **the directors/members** had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

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

Authorised Signature: .....

As witness: 1. ....

2. ....

**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,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

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

Authorised Signature: .....

As witness: 1. ....

2. ....

**CITY OF EKURHULENI**

DEPARTMENT NAME: ***WATER AND SANITATION***

CONTRACT NO: ***A-WS 07-2026***

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

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**FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely.

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

YES	
NO	

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

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

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

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

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

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

5 Potential key risks identified and measures for addressing risks:

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

.....

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1 ..... ID NO: .....

2 ..... ID NO: .....

**FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS**

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

	Date	Title or Details
1		Confirmatory notes of site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....  
Signature of Authorized person:

.....  
Date:

Name: .....

Position: .....

## **FORM 2.3.3 ADJUDICATION OF BIDS**

### **PROCUREMENT FORM**

#### *ADJUDICATION OF BIDS*

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

#### **1. Technical adjudication and Minimum requirement**

**Bids will be adjudicated in terms of inter alia:**

- **Compliance with bid conditions**
- **Technical specifications**

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 2 to 4 for examples.**

#### **2. Infrastructure and resources available – Plant and Equipment (owned or leased)**

**Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:**

- **Physical facilities**
- **Plant and equipment available for the contract owned by the bidder**
- **Plant and equipment the bidder intends lease, should the contract be awarded to him.**

#### **3. Size of enterprise**

Evaluation of the bid's position in terms of:

- **Previous and expected current annual turnover**

#### **4. Staffing profile**

**Evaluation of the bid's position in terms of:**

- **Staff available for this contract being bided for**
- **Qualifications and experience of key staff to be utilised on this contract.**

#### **5. Previous experience**

**Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:**

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **Some or all of the references will be contacted to obtain their input.**

#### **6. Financial ability to execute the contract**

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Proof of Access to Credit or Financing**
- **Bank Statement(s)**

- **Funding Commitments from Development Finance Institutions (DFIs)**

Bidders must demonstrate adequate financial capacity to execute the contract. As proof of financial ability, bidders may submit **ONE (1)** of the following, issued by a registered financial institution, including but not limited to commercial banks, development finance institutions (DFIs), cooperative banks, or registered credit providers. **Bidders must demonstrate access to a minimum financial capacity**

Registered financial institutions include, but are not limited to, South African commercial banks (e.g., Standard Bank, ABSA, FNB, Nedbank, Capitec), development finance institutions (e.g., IDC, SEFA, NEF, DBSA, Land Bank), cooperative banks registered with the Co-operative Banks Development Agency (CBDA), and duly registered credit providers under the National Credit Act. Bidders may submit proof from any legally registered financial institution of their choice.

The City of Ekurhuleni may, prior to award, request updated financial information and re-verify the bidder's financial ability to confirm access to the required funds

#### 7. **Central Supplier Database (CSD)**

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

**NB:**

**If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.**

#### 8. **Adjudication using a Points System**

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

## **9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION**

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

## **10. Evaluation on Functionality**

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

## **11. Remedies**

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value equal to or above R2 000 and up to R50 million (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
  - 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.
- 1.2 The value of this bid is estimated to not exceed R50 million (all applicable taxes included) and therefore the (80/20) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>(80).</b>
<b>1.3.1.2 SPECIFIC GOAL/S</b>	<b>(20).</b>
<b>Total points for Price and Specific Goal/s must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, 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

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;
- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation. **(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.

- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** 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;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.
- 2.21. **Annual turnover: EME (0 – R 10 000 000), QSE (R 10 000 000 – R 50 000 000) and Generic (> R 50 000 000) NB: Indicate which Financial Year was used to determine annual turnover/assess the BBBEE certificate or Sworn Affidavit**

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

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

**Where:**

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

##### 4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

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

**Where:**

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmax = Comparative price of highest acceptable tender.

#### 5. Points awarded for Specific Goal/s

5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
EME	Original <b>Sworn Affidavit</b> /Certified Copy of the <b>Sworn Affidavit</b> or Original / Certified Copy of the <b>BBBEE Certificate</b>	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – <b>must be in the name of the Enterprise</b>  <b>NB: Municipal Account must not be older than 3 months</b>	10
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	<b>Identity document</b> (certified not older than 6 months)	5

SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	<p><b>For persons living with disabilities (If Applicable)</b></p> <p><b>Original/Certified Medical Certificate (certified not older than 6 months)</b> with the following information:</p> <ul style="list-style-type: none"> <li>a) Name of practitioner,</li> <li>b) Practitioner number,</li> <li>c) Doctor's contact details,</li> <li>d) Details of the condition,</li> <li>e) Date,</li> <li>f) Signature,</li> <li>g) Stamp and</li> <li>h) Patient's name.</li> </ul>	
<b>TOTAL SPECIFIC GOAL POINTS</b>		<b>20</b>

**NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.**

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.
- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement..
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.
- 5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		

**7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 **SPECIFIC GOAL/S:** ..... = ..... (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

**8 DECLARATION WITH REGARD TO BIDDING ENTITY**

- 8.1 Name of bidding entity; .....
- 8.2 VAT registration number: .....
- 8.3 Registration number of bidding entity: .....
- 8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify) .....

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 CLASSIFICATION**

[TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated .....  
Consumer Account Number .....  
Stand Number .....

**8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?**

Date of Registration \_\_\_\_\_;  
Date that commenced business, if different to date of registration \_\_\_\_\_.

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the Specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) Upon detecting that a tenderer submitted false information regarding its Specific Goal/s, local production and content, or any other matter required, which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the purchaser must-

(a) inform the tenderer accordingly;

(b) give the tenderer an opportunity to make representations within 14 days as to why-

(i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;

(ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and

(iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) if it concludes, after considering the representations referred to in subregulation(1)(b), that-

(i) such false information was submitted by the tenderer-

(aa) disqualify the tenderer or terminate the contract in whole or in part; and

(bb) if applicable, claim damages from the tenderer; or

(ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) the purchaser must-

(i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

(ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and

(iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request the purchaser to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

(a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and

(b) maintain and publish on its official website a list of restricted suppliers.

**WITNESSES:**

1. ....

.....

SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

ADDRESS: .....

.....

FORM 2.3.4 **GENERAL INFORMATION:**

1. Details of Bidding Entity

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

TCS PIN NUMBER

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

**ARE YOU THE ACCREDITED REPRESENTATIVE?**

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal or business entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	

Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

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

\_\_\_\_\_

\_\_\_\_\_

5. VAT registration number **(COMPULSORY)**:  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

\_\_\_\_\_

\_\_\_\_\_

6. Company, close corporation, or trust registration number **(COMPULSORY)**:  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_

\_\_\_\_\_

7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**)  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_

\_\_\_\_\_

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

9. For joint ventures/ consortiums the following must be attached:

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

10. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

**SIGNATURE OF AUTHORIZED PERSON** : .....

**DATE** : .....

**DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS , COMPANY DIRECTORS, TRUSTEES,**  
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience



**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.**

**I ACCEPT THAT THE STATE AND/OR THE COE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidding Entity**

## **OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS**

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

## **INSURANCE AND INDEMNIFICATION**

Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall at its own cost and expense take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for, liabilities that may arise due to, theft, destruction, death or injury to any person and damage to property.

The Service Provider shall arrange insurance with registered insurers and will produce to COE written confirmation from its brokers/insurers as evidence of the existence of the policies on an annual basis within 30 (thirty) days after date of policy renewals.

The Service Provider shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Service Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

Insurance cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, Professional Indemnity etc and such Insurance will be determined by CoE. Service Provider will present Certificates of Insurance to COE (Risk Management Department) prior to the commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.

Subject to clause above, if the Service Provider fails to effect adequate insurance under this clause it shall notify COE in writing as soon as it becomes aware of the reduction or inadequate cover. As in when required, the Risk Financing Division may validate the insurance confirmation.

In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify COE in writing of such termination and/or unavailability, where after either the Service Provider or/and COE may find a resolution regarding the insurance cover. The Service Provider shall within 30 days ensure placement of the applicable insurance cover in place and furnish the City with confirmation of cover.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.

## **LIMITATION OF LIABILITY**

Neither party exclude or limit liability to the other party for:

- a) Death or personal injury due to negligence; or
- b) Fraud

The Service Provider shall indemnify and keep CoE indemnified from and against liability for damage to any CoE property (whether tangible or intangible) or any other loss, costs or damage suffered by CoE to the extent that it results from any act of or omission by the service provider or its personnel in connection with this agreement.

In no event shall either party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other party as a result of third party claims.

Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by its negligence, fraud or willful misconduct or any other liability which cannot lawfully be excluded or limited.

Each party shall, at its own cost, maintain adequate insurance to cover its liability for death or personal injury arising out of or in connection with this Agreement and shall provide proof thereof upon request.

Save as provided above, the aggregate liability of either party to the other party in terms of this Agreement whether as result or delict or negligence shall not exceed an amount of fees paid in 12 months preceding the claim.

## **FORCE MAJEURE**

Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*.

If a Party fails to agree to such modifications proposed by the other Party within 90 (ninety) days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

It's the responsibility of the Project Manager to ensure and monitor the insurance compliance with regarding to the following:

1. Active and validity of the Insurance Policy throughout the duration of the contract
2. Letter of Good Standing of the supplier

**PLEASE REMEMBER:**

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.**
- (2) TCS PIN NUMBER;**
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;**
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**
- (5) DOCUMENTS SUBMITTED MUST BE LEGIBLE**
- (6) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.**

**CITY OF EKURHULENI**

DEPARTMENT NAME: ***WATER AND SANITATION***

CONTRACT NO: ***A-WS 07-2026***

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**THE CONTRACT**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

**CITY OF EKURHULENI**

DEPARTMENT NAME: ***WATER AND SANITATION***

CONTRACT NO: ***A-WS 07-2026***

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

**PART C1 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

**FORM OF OFFER AND ACCEPTANCE  
(AGREEMENT)**

**OFFER**

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

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

**FOR THE BIDDER:**

Signature(s)

Name(s)

Capacity

_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
(Name and address of organisation)

Name and signature of Witness \_\_\_\_\_

Date \_\_\_\_\_

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

The Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

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

**FOR THE COE:**

Signature(s)

Name(s)

Capacity


CITY OF EKURHULENI  
(Name and address of organisation)

Name and signature of witness \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE OF DEVIATIONS

Notes:

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name and signature of witness

\_\_\_\_\_ Date \_\_\_\_\_

**FOR THE COE:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

*CITY OF EKURHULENI*  
(Name and address of organisation)

Name and signature of witness

\_\_\_\_\_ Date \_\_\_\_\_

**C1.2 CONTRACT DATA**

**CONDITIONS OF CONTRACT**

The **General Conditions of Contract for Construction Works (2015) Third Edition, published by the South African Institution of Civil Engineering**, is applicable to this Contract and is incorporated herein by reference plus a signed bid document will act as a full legal document. Provisions of the Local Government: Municipal Finance Management Act 56 of 2003 (“the MFMA”) and a signed Service Level Agreement will form part of this Contract, in the event that there is a discrepancy between the General Conditions of Contract for Construction Works (2015) Third Edition and the MFMA, provision of the MFMA shall prevail.

**Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.**

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

The following contract specific data are amendments to **The General Conditions of Contract for Construction Works (2015) Third Edition, published by the South African Institution of Civil Engineering** and are applicable to this Contract:

Clause	
1.1.1.7	General Conditions of Contract (GCC) 2015 plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement, where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail and in addition a service level agreement will be entered into in collaboration with Corporate Legal Services between City of Ekurhuleni and appointed contractors.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion.
1.1.1.14 5.14.1	The time for achieving Practical Completion is 10 Months after site hand over
1.1.1.15 1.2.1.2	The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: City of Ekurhuleni C/o Cross & Rose Streets GERMISTON 1400 Fax: (011) 999-7511 Postal address: Private Bag 1069 GERMISTON 1400
1.1.1.16 1.2.1.2	The Engineer is Thembi Khupuzo The Engineer's address for receipt of communications is: Physical (street address) address: ..... Postal address: ..... ..... Fax: ..... E-mail: .....
1.1.1.18	The time for obtaining final completion certificate is 365 calendar days after Practical completion.
1.1.1.26	The Pricing Strategy is Re-measurement Contract
3.2.2	DELETE AND REPLACE WITH: “Whenever the Employer’s agent intends, in terms of the contract, to exercise any discretion, or

Clause	
	make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer's agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the MFMA. Only then will the Agent be allowed to issue a final instruction to the contractor."
3.2.3	ADD THE FOLLOWING: "The Employer's agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract."
4.4.1	<p>DELETE AND REPLACE WITH: "The following will be applicable regarding subcontracting for this contract:</p> <p><b><u>SUBCONTRACTING</u></b></p> <p>1      Scope of mandatory subcontract works</p> <p style="padding-left: 40px;"><i>None.</i></p> <p>2      Preferred subcontractors/suppliers</p> <p style="padding-left: 40px;"><i>None.</i></p> <p>3      Subcontracting procedures</p> <p style="padding-left: 40px;"><i>None.</i></p>
4.5	<p>Variations to the Conditions of Contract are: Add the following at the end of subclause 4.5: "4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) 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 of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer 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 Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation,</p>

Clause	
	<p>complaint or criminal charge.</p> <p>4.5.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
5.2.1	<p>ADD THE FOLLOWING:</p> <p>"The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.</p>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> <li>1. Health and Safety Plan (Refer to Clause 4.3)</li> <li>2. Initial programme (Refer to Clause 5.6), where applicable.</li> <li>3. Security (Refer to Clause 6.2)</li> <li>4. Insurance (Refer to Clause 8.6)</li> </ol> <p>Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.</p>
5.3.2	<p>Time to Submit the documentation required before commencement of the Works is 14 days.</p>
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All applicable public holidays.</li> <li>2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar.</li> </ol>
5.12.2.2	<p>ADD THE FOLLOWING:</p> <p>Adverse Physical conditions:</p> <p>The following will be applicable for extension of time due to climatic conditions:</p> <p>As the work to be performed will be done over short periods of time, no extension of time will be given for abnormal weather. Special situations with special influence will have to be motivated to the Engineer for consideration</p>
5.13.1	<p>The penalty for failing to complete the Works is R 1000.00 per day.</p>
5.14.1	<p>The requirements for achieving Practical Completion are: Not Applicable</p>
5.14.7	<p>Different dates for practical completion:</p> <p>Not Applicable</p>
5.16.3	<p>The latent defects period is 0 years.</p>
6.1	<p>All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:</p>

Clause																
	<ul style="list-style-type: none"> <li>• An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)</li> <li>• An original cancelled cheque (if applicable)</li> <li>• An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity.</li> </ul>															
6.2.1	The type of security required will be a performance guarantee															
6.2.2	<p>DELETE AND REPLACE WITH:</p> <p>"If the contractors fail to submit the selected security within the time period indicated in 5.3.2, or if the performance guarantee differ substantially from the pro forma, the Employer may terminate the contract in terms of clause 9.2.</p>															
6.2.3	<p>ADD THE FOLLOWING:</p> <p>The Performance Guarantee must substantially contain the wording of the document included as "Performance Guarantee" – See Appendix 3. Due to "as-and-when-required" nature of the bid. No guarantee is required for individual work instruction period less than 3 months. 6 months Performance Guarantee is to be delivered within 14 (Fourteen) days after the date of work instruction, for individual work instructions with 3 months and longer work execution period only.</p> <p>The liability of the Guarantee shall be in accordance with paragraph 21 (1)(f) of the EMM's Supply Chain Management Policy, which reads as follows:</p> <p>(f) where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted;</p> <p>Guarantees will be required as follows:</p> <table border="1" data-bbox="445 1294 1423 1496"> <thead> <tr> <th>CATEGORY</th> <th>PROJECT VALUE</th> <th>GUARANTEE</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>&lt; R500 000</td> <td>2,5%</td> </tr> <tr> <td>B</td> <td>R500 001 – R1 000 000</td> <td>5%</td> </tr> <tr> <td>C</td> <td>R1 000 001 – R2 000 000</td> <td>7,5%</td> </tr> <tr> <td>D</td> <td>&gt;R2 000 000</td> <td>10%</td> </tr> </tbody> </table>	CATEGORY	PROJECT VALUE	GUARANTEE	A	< R500 000	2,5%	B	R500 001 – R1 000 000	5%	C	R1 000 001 – R2 000 000	7,5%	D	>R2 000 000	10%
CATEGORY	PROJECT VALUE	GUARANTEE														
A	< R500 000	2,5%														
B	R500 001 – R1 000 000	5%														
C	R1 000 001 – R2 000 000	7,5%														
D	>R2 000 000	10%														
6.3.1	<p>ADD THE FOLLOWING:</p> <p>"All variation orders issued by the Employer's agent, must be pre-approved by the Employer."</p>															
6.6.1 and 6.6.2	<p>ADD THE FOLLOWING:</p> <p>In the case of purchases of material or appointment of specialist sub-contractors, the contractor must obtain a minimum of three quotations to be approved by the Employer after the Employer's agent confirmed the market relatedness of the quotations.</p>															
6.8.1	<p>ADD THE FOLLOWING:</p> <p>If it is required to balance the Bill of Quantities, in cases where the non-market relatedness of specific line items poses a risk to the Employer, it will be done in conjunction with the Employer's agent. The final balanced BOQ must be approved by the Employer where after it needs to be included in the contract as the corrected BOQ.</p>															
6.8.2	<p><b>Contract Price Index: Is applicable</b></p> <p>Price adjustment shall be in accordance with the Consumer Price Index.</p>															

Clause	
	<p style="text-align: center;"><u>PERIOD ONE (01)</u></p> <ul style="list-style-type: none"> <li>• BID PRICE(S) MUST BE FIXED FOR THE 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID.</li> </ul> <p style="text-align: center;"><u>PERIOD TWO (02)</u></p> <ul style="list-style-type: none"> <li>• BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12<sup>th</sup> MONTH OF PERIOD ONE (01).</li> </ul> <p style="text-align: center;"><u>PERIOD THREE (03)</u></p> <ul style="list-style-type: none"> <li>• BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12<sup>th</sup> MONTH OF PERIOD TWO (02)</li> </ul>
6.8.3	<p>DELETE AND REPLACE WITH: No variation in the cost of special material will be allowed in this contract</p>
6.10.1.5	<p>ADD THE FOLLOWING: The percentage advance on materials not yet built into the Permanent Works is eighty percent (80%) of the value of material. For material stored off site, proof of all risk insurance must be provided by the contractor</p>
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 0% to be reduced to 0% at works completion upon the issuing of Certificate of Completion. The balance of retention will be payable after final completion or expiry of the defects liability period as stated in 5.14.5.2. N/A</p>
6.11	<p>ADD AT END OF PARAGRAPH 6.11: The principle agent together with the contractor, will monitor and ensure that the total value of variation orders does not exceed 10% of the contract value. If, during the execution of the contract, it became obvious that the 10% will be exceeded, written permission must be obtained from the client. It must be noted that a process will have to be followed in line with Council's policy. No guarantee can be given that the request for exceeding the 10%, will be approved. If it is not approved, the client reserves the right to reduce the scope of work to keep the final contract amount within the allowed 10%. If the contractor exceeds the allowed 10% without approval, Council will not entertain any claims for payment more than the contract amount plus 10%.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00</p>
8.6.1.2	<p>A Coupon Policy for Special Risks is to be issued. (To be approved by the Employer's Claims Management Services Provider)</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)</p>
8.6.1.5	<p>The following additional and varied insurances are required: "NOT APPLICABLE".</p>
10.4	<p>Disputes are to be settled in terms of General Conditions of Contract for Construction Works 2015.</p>
7.5.1	<p>ADD THE FOLLOWING: "Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Engineer will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."</p>
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING: "Notwithstanding the provisions of the General Conditions of Contract and without limiting the</p>

Clause	
	<p>obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association; in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to the City. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labor prior commencement of the works.</p>
8.6	<p>ADD THE FOLLOWING:</p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the Municipality, and the claim submitted shall cover all costs to repair and make good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Municipality who will pay such amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>
8.6.5	<p>ADD THE FOLLOWING:</p> <p>"The Executive Manager Insurance &amp; Risks will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
10.3.1	<p>Disputes are to be settled in terms of General Conditions of Contract for Construction Works (GCC) 2015. The General Condition of Contract (GCC) 2015 plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.</p>



**C1.3 FORM OF GUARANTEE**

**PRO FORMA**

**CONTRACT NO. A-WS 07-2026**

WHEREAS CITY OF EKURHULENI (hereinafter referred to as "the Employer") entered into, a Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

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 excussion 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 sum of

\_\_\_\_\_ (R \_\_\_\_\_)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

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\_\_\_\_\_

As witnesses:

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

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between **THE CITY OF EKURHULENI** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as \_\_\_\_\_

and

\_\_\_\_\_ (hereinafter called "the Mandatory") of the other part, herein represented by

\_\_\_\_\_ in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD UNTIL 30 JUNE 2029**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the COE will be advised on date of award**

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE COE:**

WITNESS 1 .....

**NAME** 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 ..... .

**NAME** 1 .....  
(IN CAPITALS)

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 200.....,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS : \_\_\_\_\_

DATE : \_\_\_\_\_

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)

**CITY OF EKURHULENI**

DEPARTMENT NAME: **WATER AND SANITATION**

CONTRACT NO: **A-WS 07-2026**

FOR

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2029.**

**PART C2 PRICING DATA**

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

## **C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.  
Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.  
Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities <sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 **A price or rate is to be entered against each item in Schedule of Quantities, whether the quantities are slated or not. An item against which no price is entered will lead to the bid being non-responsive**
- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Included	:	The word "included" means the rates of the item/s where included is stated are priced under other items elsewhere in the schedule of quantities.
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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<sup>1</sup> The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

## **11 PRELIMINARY, GENERAL AND SITE ESTABLISHMENT**

### **11.1 Provision**

Provision is made in the Bill of Quantities for lump sums to cover the Contractor's cost to supply, erect commission, maintain and eventually demolish and remove site facilities, plant, tools and equipment, and for the Contractor to comply with any other obligations of a preliminary and general nature in terms of the contract. The sum tendered in the Bill of Quantities for any preliminary and general item shall cover the Contractor's direct and overhead costs, profit and all other costs for the provision of the item and/or compliance with the obligations, liabilities, risks and requirements associated with the item.

### **11.2 Payment for Fixed Cost Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining.

### **11.3 Payment for Time-related Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Period at the time when Certification of Payment is due.

### **11.4 Payment for Value-related Items**

The sum tendered for these items will be paid in equal instalments over the contract period, the amount remaining after every instalment being re-calculated to arrive at equal instalments per month for the contractual period remaining. The total sum subject to recalculation will be adjusted according to the Adjusted Contract Sum at the time when Certification of Payment is due.

**12 DAY LABOUR, PLANT HIRE AND HAULAGE**

Tenderers must state their (wet) rates, in the relevant section of the Bill of Quantities, for day labour, plant hire and haulage. Plant hire and Day labour rates are to be shown as hourly rates for the various categories of labour set out in the Schedule. Separate rates shall be quoted for work outside normal working hours, "normal working hours" being taken as all weekdays from 07h00 to 17h00.

No work is to be carried out as a charge to day labour, plant hire or haulage without prior written authorization of the Engineer and claims for such activities will not be paid without such authorizations.

Rates (wet rate) must include for the use of Contractor's small tools and equipment and must be inclusive of Contractor's overheads and profit.

**C2.2 BILL OF QUANTITIES: CITY OF EKURHULENI**

**CONTENTS**

PAGE

SANS 1200 AA	:	GENERAL	
.....			
PARTICULAR SPEC (PPC)	:	PIPE	
CLEANING.....			
PARTICULAR SPEC (PPC CCTV)	:	CCTV	CAMERA
INSPECTION.....			
		DAYWORKS	
.....			
<b>SUMMARY OF BILL OF QUANTITIES.....</b>			

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2029.**

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
	<b>SANS</b>					
<b>1</b>	<b>1200AA</b>	<b>GENERAL</b>				
<b>1.1</b>	<b>8.3</b>	<b>Fixed-Charge and Value-Related Items</b>				
1.1.1	8.3.1	<u>Contractual Requirements: Charges for providing Surety, Works insurances, Unemployment insurance, third party Insurance, and other financial obligations required in terms of Contract</u>	Sum	1		
<b>1.2</b>	<b>8.4</b>	<b>Time-related Items</b>				
1.2.1	8.4.1	<u>Contractual Requirements : Charges for compliance with Occupational Health and Safety Act Supervision, Contract administration, use of cell phones, computers for administration, transport, provision of tools, access to sites, and compliance with all other obligations in terms of contract</u>	month	36		
<b>1.3</b>	<b>8.5</b>	<b>Sums Stated Provisionally by the Engineer</b>				
1.3.1		<u>Percentage adjustment to materials and plant not included in Daywork schedule to cover Contractor's expenses with regard to these items (max 10%)</u>	%	10		-
	<b>8.3.8</b>	<b>Traffic signs, &amp; dealing with traffic etc -</b>				
	<b>PS10</b>	<b>Included in other rates</b>				
	PSDA8.3.1d	<b>Hand Excavation - search for services</b>	m <sup>3</sup>	50		
	PS9					
		<b>Note:</b> Item applicable for all sections of this contract				
<b>TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY</b>						

APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2026.

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
2		<b>CCTV CAMERA INSPECTION</b>				
	<b>Spec. PPC</b>					
2.1	<b>PCCTV10.1</b>	<b>CCTV Camera Inspection</b> (Minimum call out is 200 meters) including CCTV camera report as required by the Chief Area Engineer.	m	3000		
		<b>ALTERNATIVE TO PPC10.1</b>				
2.2	<b>PCCTV10.3</b>	<b>Provide manned CCTV camera unit</b>	Day	180		
		(from 07h00 to 16h00)				
<b>TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY</b>						

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2026.**

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
3		<b>PIPE CLEANING (for the purpose of conducting CCTV inspection only)</b>				
3.1	PPC11.1	Scheduled cleaning (minimum call out is 200 meters) within boundaries bided for:				
3.1.1		ND 100mm Ø to 200mmØ	m	400		
3.1.2		ND 200mm Ø to 400mmØ	m	400		
3.1.3		ND 400mm Ø to 600mmØ	m	500		
		<b>ALTERNATIVE TO PPC11.1</b>				
3.2	PPC11.3	Provide manned cleaning / unblocking unit for work ordered (from 07h00 - 16h00)	day	380		
3.3	PPC11.3	Provide unblocking unit (Jet truck / mechanical) for work ordered	day	20		
3.4	PPC 11.4	<b>Diversion pumping &amp; emptying of</b>				
		<b>manholes (0 – 200 meters)</b>				
		Supply and implement temporary diversion by pumping of sewage to allow work to carry on, divert sewage back to sewage system.				
3.4.1		For Existing sewer: ND 100mm Ø - 160mmØ	no	30		
3.4.2		For Existing sewer: ND 160mm Ø - 300mmØ	no	30		
3.4.3		For Existing sewer: ND 300mm Ø and larger	no	30		
3.4.4		Cleaning of manholes	m <sup>3</sup>	50		
3.5		<b>Dumping of Toxic Waste</b> to a designated site, dump site receipt to be attached on the invoice.	t	10		
<b>TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY</b>						

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR THE CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2026.**

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
4		<b>DAYWORKS</b>				
		<b>(On written instruction by the Engineer only)</b>				
4.1		<b>Day works Labour</b>				
4.1.1		Qualified Surveyor	hr	1		Rate Only
4.1.2		Qualified artisan (Brick layer, Carpenter, Plumber)	hr	1		Rate Only
4.1.3		Foreman or Charge hand	hr	1		Rate Only
4.1.4		Semi-skilled labourer	hr	1		Rate Only
4.1.5		Labourer	hr	1		Rate Only
4.2		<b>Plant Hire : Work Rates on Site</b>				
4.2.1		<u>Tipper truck (specify capacity)</u>				
4.2.1.1		5 m <sup>3</sup>	hr	1		Rate Only
4.2.2		<u>Flat bed truck (specify capacity)</u>				
4.2.2.1		3 ton up to 5 ton	hr	1		Rate Only
4.2.2.2		5 ton up to 10 ton	hr	1		Rate Only
4.2.3		<u>LDV</u>	hr	1		Rate Only
4.2.4		<u>Front - End - Wheel loader: ..... m<sup>3</sup> bucket</u>				
		(specify type.....)	hr	1		Rate Only
4.2.5		<u>Bull dozer</u>				
4.2.5.1		.....m <sup>3</sup> (small)	hr	1		Rate Only

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
4.2.6		<u>TLB (Tractor Loader Backhoe)</u>				
4.2.6.1		(.....m <sup>3</sup> bucket) (specify type).....	hr	1		<b>Rate Only</b>
4.2.7		<u>Compactor</u>				
4.2.7.1		Walk behind Vibrating Roller (.....kg)	hr	1		<b>Rate Only</b>
4.2.7.2		Pad Foot (model / type.....)	hr	1		<b>Rate Only</b>
4.2.8		<u>Concrete mixer (specify dry/wet capacity)</u>				
4.2.8.1		..... m <sup>3</sup> /hr (Small towable)	hr	1		<b>Rate Only</b>
4.2.9		<u>Heavy Vibrating Roller</u>				
4.2.9.1		Minimum static mass of 13 ton	hr	1		<b>Rate Only</b>
4.2.10		Water Cart: 800 Litres	hr	1		<b>Rate Only</b>
<b>Total schedule 4 carried forward</b>						

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2026.**

ITEM	PAYM		UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT RATE	TOTAL AMOUNT (EXCL VAT)
<i>Total schedule 4 carried over:</i>						
4.2.12		Miscellaneous				
4.2.12.1		Compressor with capacity .....35.....m <sup>3</sup> / min	hr	1		Rate Only
4.2.12.2		Dewatering pump with 40mm and over outlet				
		Complete with hoses and fittings.	hr	1		Rate Only
4.2.12.3		Pave breakers with hoses, moils, etc.	hr	1		Rate Only
4.2.12.4		Sewage/sludge pump including all necessary				
		hoses (75 mm and over).	hr	1		Rate Only
4.2.13		Traxcavator / Crawler (big excavator)	hr	1		Rate Only
		<b>(Contractor to specify.....)</b>				
4.3		<b>Materials :</b>				
4.3.1		Clay bricks :To SANS 227-1986				
4.3.1.1		(1) Engineering brick : FBSE25	/1000	1		Rate Only
4.3.1.2		(2) Face brick : FBS30	/1000	1		Rate Only
4.3.2		Concrete : To SANS 1200 G				
4.3.2.1		(1) Class 20/19 concrete	m <sup>3</sup>	1		Rate Only
4.3.2.2		(2) Class 25/19 concrete	m <sup>3</sup>	1		Rate Only
4.3.2.3		(3) Class 30/19 concrete	m <sup>3</sup>	1		Rate Only
<b>TOTAL SCHEDULE 4 CARRIED FORWARD TO SUMMARY</b>						

**APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2026.**

<b>SUMMARY OF SCHEDULES</b>		<b>TOTAL AMOUNT (EXCL VAT)</b>
<b>SECTION 1</b>	<b>GENERAL</b>	R
<b>SECTION 2</b>	<b>CCTV CAMERA INSPECTION</b>	R
<b>SECTION 3</b>	<b>PIPE CLEANING</b>	R
<b>SECTION 4</b>	<b>DAY WORKS</b>	R
	<b>SUB-TOTAL</b>	
	<b>VAT (15%)</b>	
	<b>GRAND TOTAL</b>	

**PLEASE NOTE:**

- **THAT ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY**
- **IT IS THE INTENTION OF COE TO APPOINT MORE THAN ONE BIDDER UP TO A MAXIMUM OF 02 BIDDERS.**
- **A BIDDER WILL BE AWARDED A MAXIMUM OF ONE DISTRICT.**
- **IN CASES WHERE IT IS NOT POSSIBLE TO AWARD A MAXIMUM OF ONE DISTRICT TO A BIDDER (DUE TO THE NUMBER OF ACCEPTABLE BIDDERS), THEN ONE BIDDER MAY BE AWARDED MORE THAN ONE DISTRICT, AND PREFERENCE WILL BE GIVEN TO THE HIGHEST SCORING BIDDER.**
- **ALL ACCEPTABLE BIDDERS BELOW THE MARKET WILL BE OFFERED THEIR OWN RATES. SUBSEQUENTLY, ALL ACCEPTABLE BIDDERS ABOVE THE MARKET MAY BE OFFERED UNIFORM RATES WHICH ARE DEEMED TO BE MARKET-RELATED AS DEFINED BY THE INDUSTRY.**

**PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINITION OF PRICE APPLICATION**

Bidders who are not Vat registered will be required to comply in line with Value Added Tax Act.

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

**CONSUMER PRICE INDEX**

- **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
- **PERIOD TWO (02):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12<sup>th</sup> MONTH OF PERIOD ONE (01).
- **PERIOD THREE (03):** BID PRICE(S) IS/ARE SUBJECT TO ESCALATION EQUAL TO CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH FOR THIS PERIOD BEING THE 12<sup>th</sup> MONTH OF PERIOD TWO (02).

\_\_\_\_\_  
Signature of person authorised to sign bid documents

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

## **CITY OF EKURHULENI**

DEPARTMENT NAME: **WATER AND SANITATION**

CONTRACT NO: **A-WS 07-2026**

FOR **APPOINTMENT OF CONTRACTORS TO CONDUCT CCTV CAMERA INSPECTION ON SEWER PIPELINES FOR CITY OF EKURHULENI, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD WITH EFFECT FROM DATE OF AWARD, UNTIL 30 JUNE 2029.**

### **PART C3 SCOPE OF WORKS**

#### **CONTENTS**

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

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- C3.1.2 Overview of the Works
- C3.1.3 Extent of Works
- C3.1.4 Location of the Works
- C3.1.5 Temporary Works

##### **C3.2 ENGINEERING**

- C3.2.1 Design
- C3.2.2 Employer's Design
- C3.2.3 Contractor's Design
- C3.2.4 Drawings
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- C3.3.1 Preferential Procurement
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##### **C3.4 CONSTRUCTION**

- C3.4.1 Works specifications
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- C3.4.4 Construction equipment
- C3.4.5 Existing services
- C3.4.6 Variations and additions to SANS 1200 Standardized specifications and particular specifications

##### **C3.5 MANAGEMENT OF THE WORKS**

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##### **C3.6 HEALTH AND SAFETY**

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- C3.6.2 Protection of the Public
- C3.6.3 Barricades and lighting
- C3.6.4 Traffic control on roads
- C3.6.5 Measures against disease and epidemics

## **STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

## **EVALUATION CRITERIA**

<b>EVALUATION ASPECT</b>	<b>MINIMUM REQUIREMENTS</b>
<b>CIDB</b>	<b>4CE or 3CEPE or Higher</b>
<b>Infrastructure and resources available – Plant and Equipment (owned or leased)</b>	<ul style="list-style-type: none"> <li>• One Remote Controlled CCTV Camera with Controlled Crawler and Monitor.</li> <li>• Combination Truck (with minimum Tare of <b>8 000kg</b>)</li> </ul>
<b>Staffing profile</b>	<b>Civil Engineer (x1)</b> <ul style="list-style-type: none"> <li>• National Diploma (NQF Level 6) in Civil Engineering</li> <li>• 3 years' experience in maintenance of sewer network or project management</li> </ul>
<b>Financial Ability (Ability to Deliver)</b>	R200 000
<b>Relevant previous Company Experience – Completed Project</b>	<ul style="list-style-type: none"> <li>• Two (02) contactable reference where the bidder has completed CCTV Camera Inspection on sewer pipelines and cleaning of sewer lines.</li> </ul>

**Bidders that do not meet the minimum requirements will be rejected and not evaluated further.**

## **REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available – Plant and Equipment (owned or leased)**

- Proof of ownership or lease agreement or letter of intent to lease signed by the lessor for one each of the following:
- Proof of ownership of lessor's plant and equipment must be submitted
- The lease agreement or letter of intent must explicitly list the required Infrastructure and resources available, for one each of the following:

**One of each of the following:**

- One Remote Controlled CCTV Camera with Controlled Crawler and Monitor (x1)
- Combination Truck (with minimum Tare of 8 000kg) (x1)

**Financial Ability (Ability to Deliver)**

**1. Proof of Access to Credit or Financing**

A letter/statement from a registered financial institution confirming that the bidder has access to credit or financing of at least **R200 000**, which may include:

- Overdraft facilities; **OR**
- Revolving credit facilities; **OR**
- Approved loan facilities; **OR**
- Confirmation of available cash reserves.

**OR**

**2. Bank Statement(s)**

- A stamped bank statement not older than one (1) month from the tender closing date, showing available funds of at least **R 200 000**

**OR**

**3. Funding Commitments from Development Finance Institutions (DFIs)**

A confirmation or pre-approval letter from SEFA, IDC, NEF, Land Bank, DBSA, **or any other registered DFI**, indicating funding of at least **R 200 000**

**Staffing profile**

**Civil Engineer (x1)**

- Copy of a National Diploma Certificate (NQF Level 6) in Civil Engineering
- CV demonstrating a minimum of 3 years' experience in maintenance of sewer network or project management

**Please Note:**

- **Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.**
- **All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.**
- **All professional Registrations must be in good standing during the period of tender evaluation.**
- **The City of Ekurhuleni reserves the right to verify the submitted documents.**

**Relevant previous Company Experience – Completed Project**

- Two (02) Signed reference letters or Completion Certificates on the **Bidder's Client Letter Head** (**The Signed reference letters or Completion Certificates must be from the client which the bidder provided the services to** with Contactable References from the bidder's previous client confirming relevant experience where the bidder has completed CCTV camera work Inspection on sewer pipelines and cleaning of sewer lines.

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

**SPECIFIC GOAL REQUIREMENT**

**Points awarded for Specific Goal/s**

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

<b>SPECIFIC GOAL REQUIREMENT</b>	<b>EVIDENCE REQUIRED</b>	<b>POINTS ALLOCATED</b>
EME	Original <b>Sworn Affidavit</b> /Certified Copy of the <b>Sworn Affidavit</b> or Original / Certified Copy of the <b>BBBEE Certificate</b>	5
Enterprise situated within the Ekurhuleni demarcation.	Municipal Account or Lease Agreement or Affidavit – <b>must be in the name of the Enterprise</b>  <b>NB: Municipal Account must not be older than 3 months</b>	10
An enterprise which is at least 50% owned by Historically Disadvantaged Individuals	<b>Identity document</b> (certified not older than 6 months)	5
	Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
	<b>For persons living with disabilities (If Applicable)</b>  <b>Original/Certified Medical Certificate (certified not older than 6 months)</b> with the following information:  <ul style="list-style-type: none"> <li>a) Name of practitioner,</li> <li>b) Practitioner number,</li> <li>c) Doctor's contact details,</li> <li>d) Details of the condition,</li> <li>e) Date,</li> <li>f) Signature,</li> <li>g) Stamp and</li> <li>h) Patient's name.</li> </ul>	
<b>TOTAL SPECIFIC GOAL POINTS</b>		<b>20</b>

**NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.**

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The employer's objectives is to deliver public infrastructure and a hygienic environment conducive to all living creatures.

Specialised services such as conducting CCTV Camera Inspection on sewer pipelines and cleaning of sewer lines mechanically for the sole purpose of conducting the CCTV Camera Inspection.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The work to be executed under this contract comprises mainly of conducting **CCTV CAMERA INSPECTION ON VARIOUS SIZES AND TYPE OF PIPES, COMPLETE WITH OTHER SPECIALISED SERVICES SUCH AS HIGH-PRESSURE WATER JETTING FOR THE PURPOSE OF CONDUCTING CCTV CAMERA INSPECTION, IN THE CITY OF EKURHULENI WITHIN A FIXED PERIOD AS SPECIFIED IN THE APPENDIX TO** bid. This implies working on the existing sewer infrastructure as required by the CITY OF EKURHULENI.

The major components of the works, comprise the following:

- a. Inspection of existing sewer pipelines and manholes as and when required by the City of Ekurhuleni by CCTV camera.
- b. Unblocking and cleaning of sewer pipelines mechanically, for the sole purpose of conducting CCTV Camera Inspection.
- c. Exercising the necessary care and superintendence to assure safety to the Contractor's staff, the CoE's staff and the public.
- d. Removal of foreign matters from the network, site and dispose to designated site.
- e. Closing of manholes lids after the execution of the work.
- f. Report missing or broken manhole lids, for the sole purpose of conducting CCTV camera inspection.
- g. Conducting all necessary administrative actions as required, i.e. works orders, contacting the necessary officials, liaison with other departments such as the Metro Police.
- h. Environmental and safety considerations.

#### **C3.1.3 EXTENT OF WORKS**

The Contractor will be required to attend to work on the scope of work as described in clause C 3.1.2, on as and when required basis, for the period with effect from date of award by the CoE, until 30 June 2023. Work will inevitably be on the existing sewer network, hence will reasonable care be required to assure the absolute minimum disruption to services, especially sewer services, to affected entities. To this end, the contractor will be required to liaise with affected authorities regarding work that will affect services.

The Contractor shall be required to maintain good relations with affected communities by proper communication, proper liaison, proper and swift conduct and timely completion of work.

The description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

#### **C3.1.4 LOCATION OF THE WORKS**

There is no specific site for this contract, but the works are located within the municipal boundaries of City of Ekurhuleni, work instructions are issued by the relevant depots. The two highest scoring bidder's would be

recommended for each district. Both district can be awarded to more than one service provider, if there are no other qualifying bidders and they have a correct CIDB grading to be awarded both districts.

**NORTH-EAST DISTRICT**

Tembisa Depot Area  
Kempton Park Depot Area  
Benoni Depot Area  
Brakpan Depot Area  
Nigel Depot Area

**SOUTH-WEST DISTRICT**

Alberton Depot Area  
Vosloorus Depot Area  
Germiston Depot Area  
Edenvale Depot Area

**C3.2 ENGINEERING**

**C3.2.1 DESIGN**

No specific designs are required in this type of contract. The Contractor will only be provided with layout drawings of the areas where work is issued when necessary.

**C3.2.2 EMPLOYER'S DESIGN**

Not applicable.

**C3.2.3 CONTRACTOR'S DESIGN**

Not applicable.

**C3.2.4 DRAWINGS**

Contractor will be provided with a layout drawing where work as per instruction, is to be carried out when necessary.

**C3.3 PROCUREMENT**

**C3.3.1 PREFERENTIAL PROCUREMENT**

**C3.3.1.1 REQUIREMENTS**

Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for Specific Goals.

**C3.3.1.2 Resource standard pertaining to targeted procurement**

The City of Ekurhuleni Preferential Procurement policy will apply.

### **C3.3.2 SUBCONTRACTING**

#### **C3.3.2.1 Scope of mandatory subcontract works**

None.

#### **C3.3.2.2 Preferred subcontractors/suppliers**

None.

#### **C3.3.2.3 Subcontracting procedures**

None.

#### **C3.3.2.4 Attendance on subcontractors**

None.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 WORKS SPECIFICATIONS**

##### **C3.4.1.1 Applicable SANS 1200 Standardized Specifications**

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 AA : General (Small works)  
SANS 1200 DA : Earthworks (Small works)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

##### **C3.4.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

- 1)
- 2) PPC Pipe Cleaning
- 3) PCCTV CCTV Camera Inspections  
POHAS Occupational Health and Safety

##### **C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications**

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

#### **C3.4.2 SITE ESTABLISHMENT**

##### **C3.4.2.1 Services and facilities provided by the Employer**

- (a) **Water sources**  
Potable water supply:

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for the works carried out under this contract as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

**(b) Electricity supply**

The contractor must liaise with the responsible electricity supply authority in the area where the works related to this contract are carried out. Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2: Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2, and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2, be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

**(c) Excrement disposal**

The contractor must liaise with the responsible sewage disposal authority in the area where the works related to this contract are carried out. Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2 (d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of subclause C3.4.2.2 (d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2 (d), be deemed to be included in the sums bid by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts that may have become due and payable by the Contractor to the responsible sewage disposal authority have been promptly paid in full.

**(d) Area for contractor's site establishment**

Not required in this contract.

**C3.4.2.2 Facilities provided by the Contractor**

**(b) Facilities for the Engineer**

Not applicable in this contract.

**C3.4.2.4 Permits and wayleaves**

4) The Contractor shall be responsible to obtain all the wayleave required for this Contract.

**C3.4.2.5 Features requiring special attention**

**(b) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a safe, clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

**(b) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(c) Employment of local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently not employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

**(d) Monthly statements and payment certificates**

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the CoE personnel, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the

Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

**(e) Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bided will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. Neither extra payment nor any claim for payment due to these difficulties will be considered.

**(f) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bided for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**C3.4.2.6 Extension of time due to abnormal rainfall**

Not applicable in this contract.

**C3.4.3 PLANT AND MATERIALS**

**C3.4.3.1 Plant and materials supplied by the employer**

"The Employer shall not supply any plant or materials."

**C3.4.3.2 Materials, samples and shop drawings**

Not applicable in this contract.

**C3.4.4 CONSTRUCTION EQUIPMENT**

**C3.4.4.1 Requirements for equipment**

All equipment used for this contract must be in good operational order, to produce sound quality work.

**C3.4.5 EXISTING SERVICES**

**C3.4.5.1 Known services**

All services should be protected according to the conditions as stated in the wayleaves at the contractor's account.

**C3.4.5.2 Treatment of existing services**

All existing services shall be exposed and protected at all times at the contractor's account.

**C3.4.5.3 Use of detection equipment for the location of underground services**

The contractor shall provide and make use of a detection equipment to locate all existing services.

**C3.4.5.4 Damage to services**

The contractor shall be liable for the repairs to any damaged existing service, either known to him or not. It is therefore the contractor's responsibility to identify all existing services where the works under this contract will be undertaken.

**C3.4.5.5 Reinstatement of services and structures damaged during construction**

The contractor shall, at his own cost, repair all damaged structures as a result of this contract and to re- instate all services in their original condition.

**C3.4.6 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

1200 AA	General (Small Works)
1200 DA	Earthworks (Small Works)

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

## **PARTICULAR SPECIFICATIONS**

### **PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION**

#### **B 1231 LABOUR BASED CONSTRUCTION METHODS**

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services (manhole covers).
- b) Clearing and dispose of foreign material from the network and site.

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Bidder's bid if he should use more labour-based methods.

#### **PLI 1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (b) Trenches having a depth of less than 1,5 metres
- (b) Repairs to manhole benching
- (c) Searching for buried manhole (covers)

#### **PLI 2 Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this contract, the requirements of this specification shall prevail.

#### **PLI 3 Hand excavatable material**

Hand excavatable material is material:

##### **(a) Granular materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

##### **(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

(2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately

10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**PLI 4 Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**PLI 5 Compaction of backfilling to trenches**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 150 mm. Each layer shall be compacted to:

1. ROADBED:
  - a. 30mm Asphalt Layer
  - b. 150mm C4 Layer Compacted to 97% MOD AASHTO DENSITY
  - c. 150mm C4 Layer Compacted to 95% MOD AASHTO DENSITY

d. Suitable backfill – G7 material (minimum)

2. SIDEWALK

- a. 60-80mm Paving to match the existing type and colour
- b. 20mm Sand bedding
- c. 150mm C4 Layer Compacted 95% MOD AASHTO DENSITY
- d. 150mm In-situ Layer Compacted to 93% MOD AASHTO DENSITY

**PLI 6 Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PLI 7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**PLI 8 Shaping**

All shaping shall be undertaken by hand.

**PLI 9 Loading**

All loading shall be done by hand, regardless of the method of haulage.

**PLI 10 Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**PLI 11 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**PLI 12 Spreading**

All material shall be spread by hand.

**PLI 13 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**PLI 14 Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**PLI 15 Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

**PLI 16 Manufactured elements**

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

**C3.5 MANAGEMENT OF THE WORKS**

**C3.5.1 GENERIC SPECIFICATIONS**

The SANS 1200 Standardized Specifications listed in 4.1.1 are applicable.

**PSLB10.6 Diversion pumping & emptying of manholes (0-200m)..... Unit : Hr**

The rate BIded shall allow for all costs to divert the sewer being received while working on a section of sewer line from one manhole to another within categories given.

**PPC PIPE CLEANING**

**PPC1 SCOPE**

This specification covers the cleaning of pipelines of diameter not exceeding ND 600mmØ.

**PPC2 INTERPRETATIONS**

- Supporting specifications:
- SANS 1200A, SANS 1200AA
- SANS 1200D, SANS 1200DA
- SANS 1200DB
- SANS 1200G, SANS 1200GA
- SANS 1200L
- SANS 1200LD
- SANS 1200LB

**PPC3 MATERIALS**

Only clean potable water or approved mechanical methods (rodding etc) shall be used for the cleaning of sewers. The use of gas, compressed air, chemicals or any other synthetic substance or solvent shall not be used without the written approval by the Engineer in writing.

**PPC4 PLANT**

Specialised equipment by the Contractor. All plant shall be in a good working order and safe for use by staff. All plant and equipment to be adequate in: size and quantity for the work under consideration. The Contractor shall provide adequate lighting to conduct work. Trained and experienced staff shall operate plant

**PPC5 CONSTRUCTION**

- (a) Approval :  
No cleaning of sewers shall be done without approval / works order. The Contractor shall implement and adhere to all the requirements of all relevant authorities.
- (b) Competence :  
All aspects of the pipe cleaning shall be supervised by competent and trained personnel.
- (c) Contractor solely responsible :  
The Contractor shall be sole responsible – due to the specialised nature of the work, any approval given to proceed or allowing work to proceed shall at no stage be construed as acceptance.
- (d) Excavations :  
Excavations shall be done as a last resort to enter the pipe for cleaning. The pipe shall be accessed through existing manholes or rodding eyes.
- (e) Inform on completion:  
The Contractor shall inform the City of Ekurhuleni personnel or his authorised representative when the operations are to commence and when it is completed.
- (f) Test : The Contractor shall afford the opportunity to the City of Ekurhuleni to inspect and verify that cleaning operations were completed satisfactorily, by adding adequate clean potable water to the lines in the presence of the relevant representative from the City of Ekurhuleni, when instructed to.

**PPC6 SAFETY**

Cleaning operations may at no stage compromise safety.

The contractor shall before any work take place on site:

- (a) Assure that the necessary written permission is obtained to commence.
- (b) Assure that existing services are known by obtaining the as built information from all service providers such as water, sewage, storm water, electricity, gas, telecoms, etc.
- (c) Existing services shall be exposed by hand excavations and other locating techniques (non – destructive or non-harmful). Exact levels and positions shall be determined by the Contractor to assure that no services intersect the operations or will be damaged / impaired once the work commences.
- (d) Records of levels, inspections, risk assessments, photographs shall be maintained for at least 3 years after the end of the Contract.
- (e) No blasting shall be permitted.

**PPC7 PROCEDURE**

- (a) Receive written instruction to proceed.
- (b) Located manholes within section under consideration.
- (c) Temporary installation of diversion pumping.
- (d) Clean the pipeline with a high-pressure water jet, mechanical methods (rodding etc) or other approved means (in writing from the Engineer).
- (e) Remove all debris, grit, fat, sediment, obstacles, roots, etc.
- (f) Prepare a report to the Engineer or his authorised representative on the

(g) Diversion pumping only if required.

**PPC9 TESTING**

Water test: The Contractor shall afford the opportunity to the City of Ekurhuleni to inspect and verify that cleaning operations were completed satisfactorily, by adding adequate clean potable water to the lines in the presence of the relevant representative from the City of Ekurhuleni. A colorant may be ordered to be added to proof the source of added water.

**PPC10 TECHNICAL SPECIFICATION**

Technical specifications – High pressure water jet unit.

This unit is a truck mounted self propelled mechanical type stormwater/sewer high pressure drain cleaning unit with own water tank sewerage with a minimum of 6000 litres tanker. A variation of pressure with a minimum delivery of 250 l per minute to a 150 bar pressure.

Operational Gas Testing equipment to be on site at all times.

**PPC11 MEASUREMENT & PAYMENT – Scheduled Items**

PPC11.1 Scheduled cleaning (minimum 200m) within boundaries tendered for:

The rate shall cover all costs including water and travel to systematically clean sewer lines (remove foreign matter and dispose) by using high pressure water jet in different diameter categories.

ND \_\_\_\_\_ mmØ to ND \_\_\_\_\_ mmØ .....Unit : m

PPC11.2 Unblocking per incident within boundaries tendered for:

The rate shall cover all costs to unblock sewers (remove foreign matter and dispose) by specialised (high-pressure water jet) or conventional (rodding) means per each unblocking.

ND \_\_\_\_\_ mmØ to ND \_\_\_\_\_ mmØ .....Unit : No

The rate tendered shall cover all costs including water, travelling, accessing the network, unblocking, removing the foreign matter and dispose to designated site.

PPC11.3 Provide manned cleaning / unblocking unit for work Ordered.....Unit : Day  
Alternative to PPC11.1 and PPC11.2

The rate shall cover all costs to provide, operate, and maintain a cleaning unit consisting of operators machines, consumables (water, etc) complete with all required appurtenances to systematically clean or unblock sewers, dispose of foreign matter, debris etc, where and when ordered in the areas tendered for. **One day being from 07:00 to 16:00.**

Typical Unit:  
Technical specifications – High pressure water jet unit.

This unit is a truck mounted self-propelled mechanical type high pressure drain cleaning unit with own water tank sewerage with a minimum of 6000 litres tanker. A variation of pressure with a minimum delivery of 250 l per minute to a 150 bar pressure.

**Operational Gas Testing equipment to be on site at all times.**

PPC11.4 Diversion pumping & emptying of manholes (0-200 meters).....Unit : No

The rate tendered shall allow for all costs to divert the being received while working on a section of sewer line.

**PCCTV CCTV CAMERA INSPECTIONS**

**PCCTV1 SCOPE**

This specification covers the inspection of existing pipelines through camera inspection techniques of pipelines of diameter not exceeding ND 600mmØ insitu, under roads, railways, and the like without disturbing the surface or interfering with the normal flow of traffic.

**PCCTV2 INTERPRETATIONS**

Supporting specifications:  
SANS 1200A, SANS 1200AA  
SANS 1200D, SANS 1200DA  
SANS 1200DB  
SANS 1200G, SANS 1200GA  
SANS 1200L  
SANS 1200LB

Definitions:

*CCTV camera inspections shall imply all required to investigation existing pipelines insitu with the subsequent reporting to follow.*

**PCCTV3 MATERIALS**

All types of pipes.

**PCCTV4 PLANT**

Specialised equipment by the Contractor. All plant shall be in a good working order and safe for use by staff. All plant and equipment to be adequate in: size and quantity for the work under consideration. The Contractor shall provide adequate lighting to conduct work. Trained and experienced staff shall operate plant.

**PCCTV5 CONSTRUCTION**

- (a) Approval:  
No CCTV camera inspection shall be done without approval / works order. The Contractor shall implement and adhere to all the requirements of all relevant authorities.
- (b) Competence:  
All aspects of the CCTV camera inspection shall be supervised by competent and trained personnel.
- (c) Contractor solely responsible:

The Contractor shall be sole responsible – due to the specialised nature of the work, any approval given to proceed or allowing work to proceed shall at no stage be construed as acceptance.

- (d) Excavations:  
Excavations shall be done as a last resort to enter the pipe for cleaning. The pipe shall be accessed through existing manholes.
- (e) Inform on completion:  
The contractor shall inform the Engineer or his authorised representative when the operations area to commence and at completion.
- (f) Test:  
No test shall be required, however, the report with pictures shall be the proof.

## **PCCTV6 SAFETY**

*CCTV camera inspections may at no stage compromise safety.*

The contractor shall before any work take place on site:

- (a) Assure that the necessary written permission is obtained from the dedicated depot personnel to commence.
- (b) Assure that existing services are known by obtaining the as built information from all service providers such as water, sewage, storm water, electricity, gas, telecoms, etc.
- (c) Existing services shall be exposed by hand excavations and other locating techniques (non – destructive or non-harmful). Exact levels and positions shall be determined by the Contractor to assure that no services intersect the operations or will be damaged / impaired once the work commences.
- (d) Records of levels, inspections, risk assessments, photographs shall be maintained for at least 3 years after the end of the Contract.
- (e) No blasting shall be permitted.
- (f) Only persons who have undertaken a confined spaces safety course to enter the manholes.

## **PCCTV7 PROCEDURE**

- (a) Receive written instruction to proceed from the dedicated depot personnel.
- (b) Obtain as-built information of relevant authorities regarding exiting services.
- (c) Locate as-built services in the section under consideration and mark on the surface.
- (d) Located manholes within section under consideration.
- (e) Temporary installation of diversion pumping.
- (f) Clean the pipeline with a high-pressure water jet as per the relevant particular specification.
- (g) Diversion pumping.
- (h) Do the CCTV camera inspection to locate junctions.
- (i) Prepare a report to the Engineer or his authorised representative on the findings of the CCTV camera inspection.

## **PCCTV9 TECHNICAL SPECIFICATIONS**

### **PCCTV9.1 CCTV Camera inspection**

The Contractor shall ensure that the camera is transported on or near the central axis of the pipeline by means of remote control pipe line crawler. Crawler control shall include forward and reverse with speed control.

A stabilised floating device must be available to ship the camera, in cases where circumstances do not permit the blockage of flow, especially main lines which carry a high volume.

Crawler shall allow for pipe line inspections from 110mm dia to 600mm dia.

Access shall be from one point allowing for the location of missing manholes, laterals, blockages, faults and minimum disruption to traffic.

The Contractor shall ensure that the equipment used has a minimum range of inspection of 180m allowing for 2 manhole lengths.

The Contractor shall have a range of flow control equipment to be able to block pipe diameters from 100 mm to 600 mm.

The Contractor shall have a range of sewerage trash pumps available capable of handling flows of 20 l/s minimum.

**Water cart with minimum capacity of 800 litres for flushing of lines when required.**

Urgent requests: Response within the time frame of two to six hours from time of request is required for urgent situations such as:

- a) Traffic disruption;
- b) Major sinkholes;
- c) Dangerous situations for the public.

NB A full range of standard equipment must be available on every inspection site.

**PCCTV9.2 CCTV Camera Picture Quality**

The electronic systems television camera and monitor shall provide a live picture in real full colour with no interference. The focus shall be adjustable with 90 degrees angle of view lens. The combination of object illumination and light sensitivity of the camera shall be adequate to obtain an effective picture of the structure of the pipes to be surveyed without loss of contrast, flare out of picture or shadowing.

On pipelines of 225 mm diameter and more the camera shall have the facility to rotate the lens by means of remote control to inspect lateral connections, joints and structural defects.

The CCTV monitor display shall incorporate an automatically updated recorded in meters and tenths of meters of the camera location within the pipe line accurate to 1% or 0.3m whichever is the lesser. The metreage shall start to register immediately the camera starts to move.

A data generator shall electronically generate and clearly display on the viewing monitor and video recording continuous record of data containing the following information

- K Automatic update of camera metreage position in the pipeline from adjusted zero or relevant point.
- K Pipe dimensions
- K Location, road name and manhole reference.
- K The slope of the pipe line.

The position of the text must be such that it can be adjusted or moved on screen or removed from screen to allow an unobstructed view of the main subject of picture. The text generator shall have a real time clock and calendar on screen to indicate the process on the survey.

All recordable disc shall be of high grade (HG) new unused prior to recording.

All surveys will be accompanied by a video recording as well as a typed reporting showing defects, connection and manhole locations.

A quality control procedure shall be operated by the contractor. All surveys are to be conducted to a minimum speed of 0.10 m/s. Should the contractor fail to comply to minimum meterage specified in schedule of quantities due to faulty equipment, late starting or inclement weather, the actual meters inspected will be paid.

### **PCCTV9.3 Reporting**

#### **Specification for the pipe inspection data to be displayed in IMQS**

##### **Summary of the data required:**

1. Pipe reference table
2. Manhole reference table
3. Inspection incident table
4. Photographs of major incidents

##### **Format of the data required:**

1. Tables must be provided as comma-delimited text files or MS Excel files.
2. Photographs must be provided as Jpeg files.

##### **Incident Photographs**

Photographs of all major incidents should be extracted from the sewer pipe inspection video tapes, and provided as jpeg files that are referenced in the Incident table.

##### **Pipe Reference table**

The pipe reference table should include the following fields:

1. Pipe ID
2. Begin Manhole ID
3. End Manhole ID
4. Suburb
5. Street
6. Diameter
7. Length
8. Material type
9. Date installed
10. Length inspected
11. Physical grading (based on the inspection)
12. Pipe status
13. Pipe elevation (slope)

##### **Manhole Reference table**

The manhole reference table should include the following fields:

1. Manhole ID
2. Suburb
3. Street
4. Street number
5. Stand number
6. Depth
7. Diameter / size
8. Manhole material type
9. Lid material type
10. Condition

11. GPS x, y coordinates (if available)
12. Manhole status

**Inspection Incident table**

The Inspection incident table should include the following fields:

1. Pipe ID
2. Distance from Begin Manhole
3. Inspection number
4. Inspection date
5. Inspection direction (up or downstream)
6. Description of incident (indicating type of incident eg. Blockage, crack, root intrusion, misalignment, begin and end of backfill, shifted joint, deposits, etc)
7. Photograph filename (if photo available)
8. Incident grading

**PCCTV10 MEASUREMENT & PAYMENT – Scheduled Items**

**PCCTV10.1 CCTV and Report subsequent to CCTV camera inspection.....Unit: m**

The rate shall cover all costs to conduct the CCTV camera inspection as specified in existing pipes. This includes for gaining access and restoring access gained, surfaces etc.

**PCCTV10.3 Provide manned CCTV camera unit for work Ordered .....Unit : Day**

*Alternative to PPC10.1*

The rate shall cover all costs to provide, operate, and maintain a CCTV camera unit consisting of operators machines, consumables (complete with all required appurtenances to systematically inspect pipes, where and when ordered in the areas tendered for. **One day being from 07:00 to 16:00.**

**PS3 EXTENT OF WORKS**

On an *as-and-when-required* basis, the Contractor will be required to attend to work on the scope of work as described in clause C3.1.2. Work will inevitably be on the existing sewer network, hence will reasonable care be required to assure the absolute minimum disruption to services, especially sewer services, to affected entities. To this end, the contractor will be required to liaise with affected authorities regarding work that will impact on services.

The Contractor shall be required to maintain good relations with affected communities by proper communication, proper liaison, proper and swift conduct and timely completion of work.

**PS4 SPECIFICATIONS:**

The Project Specification form an integral part of the Contract documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Standard Specification, the schedule of quantities or the drawings the precedence shall be as follows:

- 5) Project Specifications
- 6) Standard Specifications
- 7) Drawings
- 8) Schedule of Quantities

## **PS5 CONSTRUCTION PROGRAM**

### **PS5.1 Time for Completion of Portion of ordered work (as-and-when- ordered)**

Due to the *as-and-when-required* nature of this Contact, by BIDDing on this Contract, the BIDER undertakes to:

- a. Respond to do work ordered within response times.
- b. Do the Work ordered in an efficient, economical, technically acceptable manner.
- c. Utilize qualified staff for the relevant work under consideration (e.g. a qualified plumber to do plumbing work).
- d. Utilize the correct type and quantity of resources to complete the work **AS EXPEDIENT AS POSSIBLE**.
- e. Maintain a high standard of work.
- f. Accept intervention by the City of Ekurhuleni if it is necessary **in the opinion of the Engineer** in order to expedite work, restore safety / health, correct technically unacceptable work, or complete work left incomplete or unattended by the Contractor.
- g. Etc.

### **PS5.2 Poor Performance**

Poor performance by the Contractor is viewed in a very serious light. Should it be in the opinion of the Engineer that the Contractor is not performing to conditions as per the Contract, the Engineer may:

- a. Put the Contractor into terms, to improve the poor performance.
- b. Add resources from City of Ekurhuleni if it is necessary.
- c. Order Work from other Contractor(s).
- d. Cease to order work from the Contractor.
- e. Cancel the Contract and recall the *Performance Guarantee* to recover losses / damage and to conduct work until a new Contractor is appointed. Recover damages from the Contractor where applicable.

### **PS5.3 Works order**

The contractor shall respond to an instruction to conduct work ordered immediately. When such work is ordered verbally, it is an explicit condition of this contract that the contractor shall obtain a written works order within 24 hours from verbal order during the week and within 48 hours over weekends. Without a written works order, the Contractor work at his own risk. The works order must be approved by the person authorised by the Engineer.

## **FORM 7.2                      PS6 SITE FACILITIES AND RESOURCES**

### **PS6.1 Water:**

The Contractor to make his own arrangements. All cost are deemed included in BIDDed rates.

### **PS6.2 Sanitation / Latrine and ablution:**

The Contractor to make his own arrangements. All cost are deemed included in BIDDed rates.

## **FORM 7.3**

## **PS6.3 Electricity**

The Contractor to make his own arrangements. All cost are deemed included in BIDDed rates.

### **PS6.4 Tools / Plant:**

It is a specific requirement on this contract that all tools and plant be provided by the Contractor at his own cost. Rates BIDDed shall be deemed to have included therefore.

### **PS6.5 Materials**

It is a specific requirement on this contract that all material be provided by the Contractor at his own cost. Rates BIDDed shall be deemed to have included therefore.

### **PS6.6 Labour:**

It is a specific requirement on this contract that **all unskilled labour** be employed exclusively from the City of Ekurhuleni. The Contractor to make his own arrangements, with the relevant community structures involved to obtain labour. All labour procurement shall be done in a fair and transparent manner.

## **PS7 SITE FACILITIES REQUIRED**

### **PS7.1 For the Contractor:**

Whatever is required for the satisfactory execution of the Contract

## **PS8 DRAWINGS & WORK LIST**

Any information in the possession of the Contractor, which is necessary for the City of Ekurhuleni personnel for completing of his as-built drawings / information shall be supplied to the City of Ekurhuleni personnel **within 48 hours of completion of work ordered.**

## **PS9 FEATURES REQUIRING SPECIAL ATTENTION**

### **1. *PS9.1 Care of Existing Services:***

It is to be noted that work will be done adjacent to or traversing existing services. Prior to commencement of any work in the aforesaid affected area, the Contractor shall take the necessary precautions to evade the existing services.

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

The use of mechanical excavators are restricted or prohibited in the vicinity of overhead power lines. The Contractor should assume that excavation by hand will be required at these points and should allow for this in the schedule of rates for excavation.

The Contractor shall take special care when excavating the trenches, when the trenches are open, or when carrying out any work under the Contract, not to damage any existing water mains, sewers, cables or other underground services or to disturb the stability of any poles or towers supporting power lines, telegraph and telephone wires, etc. He shall be solely responsible for the protection of all such services and for any claims for damages arising there from.

The Contractor shall ascertain the exact position and type of service from the relevant authorities.

Before any excavation is carried out within 10m of the approximate position of an existing service the Contractor appointed to carry out the work shall notify the owner of the service and the Inspector that the excavation is to be made and ascertain and comply with any conditions that have been imposed. No excavation shall be carried out within 10m of the service until the service has been exposed and protected to the satisfaction of the owner.

Excavation work above, below and in the vicinity of the underground services shall be undertaken in accordance with the requirements of the owner of the service and whether excavated by hand or with the use of excavating machinery, shall be paid at the schedule rate for trench excavation.

The Contractor shall be liable for any damage that may occur to any pipe, sewer, cable, etc., and shall immediately notify the Engineer of any such damage. The Engineer will arrange for the damage to be repaired by the owner of the damaged services and the cost of such repairs shall be deducted from any monies due to the Contractor.

No Blasting without written approval by the Engineer. For blasting in the proximity of existing buildings, approved horizontal and vertical blasting mats are to be used to prevent flying debris. The cost of these protective measures shall be included in the rates for excavation. All approaches to the blast must be given to oncoming traffic and to residents in the neighbourhood. All damage or claims due to blasting shall be for the Contractors account.

#### **PS9.1.1 General**

The Contractor must familiarise himself with the various standard regulations of the relevant Authorities and act accordingly.

#### **PS9.1.2 Damage to Existing Services**

The Contractor is responsible for immediately reporting any damage to existing services or work to the relevant Authority (also in writing). The Engineer must be informed as soon as possible.

The Contractor shall be responsible for all damage to services, should such services be damaged due to actions and or lack of action, from the Contractor.

#### **PS9.2 Drawings**

The contractor will be supplied with three detailed copies of unreduced paper prints of the specific portion of allocated work. These prints are issued free of charge and the Contractor shall apply for any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the CoE Personnel requires to complete his as-built drawings, shall be supplied to the CoE Personnel before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the CoE personnel. The CoE personnel will supply all figured dimensions omitted from the drawings.

The location of lines/manholes given on drawings is subject to confirmation on site, and the contractor shall liaise with the Engineer or his representative to ascertain the locality of such.

#### **PS9.3 Co-ordinated construction and responsibility**

The Contractor shall be required to co-ordinate his work to accommodate others as well as other contractors for the duration of this contract.

#### **PS9.4 Nature of Ground and subsoil conditions**

Various sizes and types of pipes are to be inspected throughout the City of Ekurhuleni area.

Site conditions include pipes in mid blocks and road reserves in residential and industrial townships as well as pipelines in open veld and agricultural land.

**The contractor must allow inspections to be carried out during the night between the hours of 21:00 and 06:00. (To inspect large diameter sewers when flows are low.) When sewers are blanked off for inspections, no overflow of sewerage will be allowed to enter private properties, streets or storm water systems unless directed and confirmed in writing by the Engineer. The blocking off the sewers will be the responsibility of the Contractor.**

#### **PS9.5 Survey beacons**

Any beacon or peg displaced or removed during operations, will be replaced by a Land Surveyor, appointed by the Employer or Engineer, at the cost of the Contractor.

#### **PS9.6 Free Haul and Overhaul**

No overhaul shall apply to any items in the Contract. All rates quoted shall be inclusive of all haulage costs, all transport and dumping fees. Thus all haulage shall be considered as free haul.

#### **PS9.7 Evidence of Experience**

The BIDder is required to furnish satisfactory evidence that he has actual experience in the class of work for which he is BIDDing. The BIDder must complete the prescribed form attached (Section 7.12). The Head of Department: Water and Sanitation, reserve the right to request proof of qualifications should this be necessary.

#### **PS 9.8 Sewer Disposals**

The Contractor shall make his own arrangements for sewer disposal. A sewer connecting point will be pointed out on the various sites allocated to the Contractor, but the Contractor will still be responsible for the necessary arrangements with the Council's Sewerage Section.

#### **PS 9.9 Additional Requirements for Inspection Activities**

The Contractor's BIDDed rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Security of the contractor, his personnel and equipment while on site will be for his sole own responsibility.

## PS9.10 Sewage Diversion

**NO SEWAGE SHALL BE ALLOWED TO BE DIVERTED INTO THE STOMWATER SYSTEM OR INTO THE ENVIRONMENT!**

## PS9.11 Waste Material

*It is not permissible for waste material simply to be thrown away. All surplus or unsuitable material shall be disposed of on a site to be provided to the Contractor. The Chief Area Engineer, within whose boundaries the site is located, must approve such site and the dumping must comply with all statutory and municipal regulations. The Contractor must contact the relevant officials regarding the dumping rates. The Contractor should attach the dump site receipt as a proof of payment to his invoice.*

## PS10 SAFETY & SECURITY

### PS10.1 Security Against Personal Accident or Injury

It is the **Contractor's responsibility** to ensure full security against personal accident or injury to his workforces which are used for the Works. The Contractor shall be adequately registered with the Workman's Compensation Commissioner in terms of the Workman's Compensation Act (Compensation for Occupational Injuries and Diseases Act, 1993). Proof may be obtained from the office of the Compensation Commissioner.

**All rates and amounts quoted shall include for** all cost associated with the Workman's Compensation Commissioner and additional risk insurance.

The Contractor shall implement and maintain temporary road markings, road signs, safety barriers, traffic cones, delineators, flagmen, lights, drums, and whatever is required according to Road Note 13 from CSRA: Road Traffic Signs Sub-Committee, to assure safety to road users, be it vehicles or pedestrians. **All rates and amounts quoted shall include for** all cost associated with temporary road markings, road signs, safety barriers, traffic cones, delineators, flagmen, lights, drums, and whatever is required according to Road Note 13 from CSRA : Road Traffic Signs Sub-Committee.

### PS10.2 Personal Security

The Contractor shall at all times for the duration of the Contract, be responsible for the personal safety and security of all his employees.

### PS10.3 Penalty for open trenches and open manholes unattended / unsafe

At completion of each Portion of Work Ordered, the Contractor shall assure that the site is left in a neat and safe condition. To this end all trenches shall be backfilled and all manholes covered. At no time shall manholes be left open unattended / unsafe, especially over night, regardless if the work is complete or not. At no time shall trenches be left open unattended / unsafe, especially over night, regardless if the work is complete or not.

- a. If manholes are left open unattended / unsafe for 24 hours or longer, or
  - b. If trenches are left open unattended / unsafe for 24 hours or longer,
- A penalty shall be applicable in the amount of R500 /24 hours/incident. Such penalty monies may be recovered from any monies due to the Contractor.

#### **PS10.4 Proof of Safeguarding the Site**

The Contractor shall be required to provide proof of safe working conditions in case of an enquiry or in case of an incident. It is therefore required that the Contractor maintain a photographic record of his safeguarding of the site at all times.

#### **PS11 INSURANCE OF THE WORKS**

The Works shall be insured **by the Contractor at all times**. It is an explicit prerequisite that the Works be adequately insured as per clause 38 of the General Conditions of Contract and the Special Conditions of Contract **before** any work is done and thus any payment to the Contractor. Reference is also made to the Appendix to BID

#### **PS12 MODUS OPERANDI**

The Contractor shall provide a 24 (twenty four) hour standby service for making safe, maintaining or repairing any section of main or work covered by this Contract. The standby service shall have access to sufficient resource's i.e. labour, plant and material, to affect the necessary repairs at any time during the day or night.

The Contractor shall provide the Engineer with an effective means of contacting his nominated (in writing) responsible person(s) on a 24 (twenty four) hour basis for the duration of the contract. A Fax machine shall be available in his office with a dedicated direct Post Office line, which must be available on a 24 (twenty four) hour basis, for the duration of the Contract. A Mobile phone shall be provided to this nominated responsible person with adequate battery capacity to ensure that a continuous service will be available on a 24 (twenty four) hour basis for the duration of the Contract.

- (a) **Instruction to Commence:** The Contractor will be instructed to proceed with repairs or work, be it emergency repairs / work or normal work. This instruction may be verbal or in writing depending on the circumstances. However, the Contractor shall obtain a standard Works Order and Control Number (note that Control numbers are not issued after hours) as soon as possible on the first working day after the instruction was issued.
- (b) **Work:** Contractor to respond. Physical work to commence immediately or as soon as possible. In case of unavoidable delays or problems causing the works not to be completed, the Contractor shall agree an arrangement with the Engineer or his authorised staff for temporary measures until the work can be completed to the required standard and quality. It is important to note that the Contractor shall maintain good communication to the Engineer or his authorised staff members at all times to aid in avoiding problems, frustrations, damage, danger, etc. At all times the Contractor shall have a competent person in charge of work.
- (c) **Commissioning and Testing:** Contractor to prove his work to the Engineer or his authorised staff. Upon successful completion and approval of work by the Engineer or his authorised staff, the Contractor may submit a claim for work done, the claim will be assessed, due payment will be certified for work done to rates and amounts in the contract.
- (d) **Workmanship Guarantee:** The Contractor shall guarantee his workmanship for a period of six (6) months from the date of the completion and acceptance by the Engineer or his authorised staff. No retention will be retained for work done but the performance guarantee shall be in place for 6 months after the end of the contract.
- (e) **Job Cards:** The Contractor must complete a Job Card for each job he is required to do. This Job Card is presently used by the Director Municipal Infrastructure but may be amended from time to time. The Job Cards must be completed correctly and in full detail. Incomplete or incorrectly completed Job Cards will not be accepted, and will be treated as an incomplete Job Card and

rejected as non-received Job Cards. No payment will be made until such time as the Job Cards have been corrected/revised and resubmitted, and accepted by the Engineer as correctly completed. The Job Card consists primarily of technical information of the actual work activity and this information is required by the Council. A "Material List", etc, which must be attached to each Job Card irrespective of whether materials were used or not. A typical example of a job card is attached in section 10 of this BID document.

- (f) **Allocation of Work:** No work shall be done by the Contractor until such time as the Engineer or his authorised staff has notified the Contractor and a Control Number, Location and description of the envisaged work has been given. The only exception to this rule is for emergency work in which case the contractor shall obtain a Control Number with all the relevant information as soon as possible on the next working day. The Control Number is a unique reference number and constitutes authority for the Contractor to proceed with the work. No payment will be made for work done without first obtaining the necessary Control Number. The Control Number must appear on each Job Card.
- (g) **Invoices:** All invoices submitted for payment are to indicate the following :
- No. of item from schedule of prices, which payment is to be made.
  - Date of work done.
  - Date of invoice.
  - Job card no.'s relevant to invoice.
  - Control Number.
- (h) **Work not up to Standard:** Should the work be deemed unsatisfactory, the Engineer, or any one of his authorised representatives reserves the right to hold back payment until the work is deemed satisfactory. The Engineer or his authorised staff shall inform the contractor of the problem and the contractor shall have 5 working days in which to rectify it. Should the work not be re-done or is of an unacceptable standard, the cost to re-do the work shall be deducted from money due to the Contractor or paid by the Contractor.

At all times the Contractor shall liaise with the affected communities and authorities regarding disruption to services. To this end the Community Liaison Officer (CLO) where available, to ply his role as channel of communication with the community affected. Ample written notice shall be given by the contractor to affected communities and authorities prior to disruption.

### **PS13 VALUE ADDED TAX**

#### **PS13.1 Contractor registered in terms of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)**

**BIDed rates and prices shall not include Value-Added Tax.** If a BIDder is registered in terms of the Value-Added Tax Act, (Act No. 89 of 1991), value-added tax shall be added to the sum of the total of the Schedule of Quantities and an amount allowed for contingencies (if applicable), in order to determine the BID Sum (Refer to Summary page of Schedule of Quantities).

No payment of any moneys due to a Contractor, shall be made, unless the Contractor has provided the Employer with a valid tax invoice.

*The applicable tax invoice must therefore be submitted with every payment certificate and must be made out to the City of Ekurhuleni.*

**PS13.2 Contractor not registered in terms of the Value-Added Tax Act, 1991 (Act No. 89 of 1991)**

**BIDed rates and prices must include Value-Added Tax.**

In the Summary page, Value-Added Tax **must not** be added to the sum of the total of the Schedule of Quantities and the amount allowed for contingencies (if applicable).

**PS 14 RATES & AMOUNTS BIDED**

All rates and amounts Quotation / BIDed shall include for all costs to execute the work according to specifications. The Contractor's BIDed rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from this, including all cost involving labour, tools, handling, storage, delivery of equipment, finishing, provision of water and for all other indirect expenses of any kind whatever for the proper completion of the work. No claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

**THESE BIDED RATES AND AMOUNTS SHALL ALSO INCLUDE FOR ALL COSTS OF A GENERAL NATURE, SUCH AS SUPERVISION, ESTABLISHMENT, DE-ESTABLISHMENT, TELECOMMUNICATION, TRAVELLING, SUPERVISION, TESTS, ETC.**

The travelling public shall have the right of way on public roads, and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.



**Health and Safety Specification**

**PROFORMA FOR**

**Water and Sanitation Department**

**Operations Division**

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**Occupational Health and safety Act, 1993**

**Construction Regulation,2014**

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### 1. DOCUMENT PURPOSE AND INTENT

The specifications contained in this document relate to the occupational health and safety requirements pertaining to the associated works of the aforementioned client so as to ensure the occupational health and safety of person on the following contract:

Compliance to the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations shall not be limited to the specifications and definitions contained in this document.

A comprehensive, documented Health and Safety Plan is to be drawn up by the Principal Contractor, based on the results of Health and Safety Risk Assessments conducted by him/her, and the specifications provided by the Client, and presented to the Senior Health and Safety Officer of the Client for approval prior to commencement of work.

Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the H&S Plan(s) of the Principal Contractor and Contractors.

<b>PRINCIPAL CONTRACTOR RECEIPT</b>	
Received by	:
Name	:
Signature	:
Date	:
Capacity	:

### 2. APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- Occupational Health and Safety Act (Act 85 of 1993).
- All regulations published in terms of the Occupational Health and Safety Act.
- Construction Regulations, 2014.
- SANS codes referred to by the Occupational Health and Safety Act.
- Contract Documents
- Basic Conditions of Employment Act (Act 75 of 1997)

### ABBREVIATIONS

- OHS** : Occupational Health and Safety  
**CEO** : Chief Executive Officer  
**CR** : Construction Regulations  
**HCS** : Hazardous Chemical Substances

**MSDS:** Material Safety Data Sheet  
**AIA :** Approved Inspection Authority  
**HBA :** Hazardous Biological Agents  
**OEL :** Occupational Exposure Limit  
**SANS:** South African National Standards  
**HIRA:** Hazards Identification and Risk Assessment  
**EEP :** Emergency Evacuation Plan

## **Definitions**

The following definitions from the Occupational Health and Safety Act are listed as follows:

### **Chief Executive Officer**

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

### **Danger**

Means anything that may cause injury or damage to persons or property.

### **Employee**

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

### **Employer**

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 9(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

### **Hazard**

Means a source of or exposure to danger.

### **Healthy**

Means free from illness or injury attributable to occupational causes.

### **Machinery**

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

**Medical Surveillance**

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

**Plant**

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

**Properly Used**

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

**User**

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

**Reasonably Practicable**

Means practicable having regards to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk.
- (c) The availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

**Risk**

Means the probability that injury or damage will occur.

**Safe**

Means free from any hazard.

**Standard**

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993);

OR

- (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

The following definitions from the Construction Regulations are listed as follows:

**Agent**

Means any person who acts as a representative for a client.

**Competent Person**

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

**Construction**

Means any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; OR
- (d) the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

**Contractor**

Means an employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.

**Hazard Identification**

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

**Health and Safety File**

Means a file, or other record in permanent form, containing the information required as contemplated in these regulations.

**Health and Safety Plan**

Means a documented plan, which addresses hazards, identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**Health and Safety Specification**

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

**Method Statement**

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

## **Principal Contractor**

Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

## **Hazards Identification and Risk Assessment**

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps to be taken to remove, reduce or control such hazard.

### **3. NOTIFICATION OF CONSTRUCTION WORK**

- The principal Contractor shall notify by registered mail, the Provincial Director of the Department of Labour (depending on the province, via nearest Labour Centre to the construction site of concern), before commencing with construction work, of the intended work in the form of **Annexure 2** of the Construction Regulations.
- A copy of the completed **Annexure 2** of the Construction Regulations, as well as proof of notification shall be included in the Health and Safety Plan. (Proof of fax or proof of hand delivery)
- A copy of the completed **Annexure 2** is to be kept on site by the principal Contractor. (Health and Safety file)

### **4. APPLICATION FOR WORK PERMIT (See exemption in government notice of July 2015)**

**4.1** A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work will-

(a) exceed 180 days;

(b) will involve more than 1800 person days of construction work; or

(c) the works contract is of a value equal to or exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 6.

**4.2** An application contemplated in 4.1 must be done in a form similar to **Annexure 1**.

### **5. LEGAL DOCUMENTATION/APPOINTMENTS**

**The following documents must be provided in the Health and Safety File:**

- ◆ Health and Safety Plan signed by CEO.
- ◆ Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- ◆ Health and Safety Organogram (or table), outlining the Health and Safety Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment)
- ◆ The competency of each member of the Health and Safety Team and that of legal appointees must be provided and should include knowledge, training, experience & qualifications specific to the work or task being performed (CV and copies of qualifications).

**Signed copies of the following legal appointments must be provided in the Health and Safety File (see table 1 below):**

**Table 1:**

<b>APPOINTMENT</b>	<b>OHS-ACT / REGULATION REFERENCE</b>
Section 16.2 appointment	Section 16.2
Health and Safety Representative (if necessary)	Section 17
Health and Safety Committee members (if necessary)	Section 19
Incident Investigator	GAR 8(2)
First Aiders (Include training certificates)	GSR 3
Basic Fire Fighters	ERW 9 & CR 29
Risk Assessor	HCS (Incl. Asbestos & Lead); CR 9 (1)

The following information must be provided in the Health and Safety File.

- ▲ Indicate the estimated number of employees to be working on site.
- ▲ Indicate the expected number of contractors to be appointed by the Principal Contractor.

The following Competent Persons, where applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The Competency of each of these appointed competent persons must be provided and should include knowledge, training, experience and qualifications specific to the appointment (CV and Copies of qualifications).

**The table below (table 2) indicates the some of the legal appointments in terms of Construction Regulation (CR) but contractors should by no means be limited to these indications.**

<b>APPOINTMENT</b>	<b>OHS-ACT/REGULATION REFERENCE</b>
Construction Manager	CR 8 (1)
Construction Supervisor	CR 8 (7)
Assistant Construction Supervisor	CR 8 (8)
Fall Protection Competent Person	CR 10 (1,a)
Excavation Work Competent Person	CR 13(1,a)
Construction Vehicle and Mobile Plant Competent Person	CR 23 (1)(d,i)
Electrical Installation Competent Person	CR 24 ©
Fire Equipment Inspector	CR 29 (h)
Fire Equipment Usage: Trained Personnel	CR 29 (i)
Confined Spaces Competent Person	GSR (5)

APPOINTMENT	OHS-ACT/REGULATION REFERENCE
Safety Officer	CR 8(5)
General Machinery Competent Person	GMR 2 (1)
Lifting Machines Operators	DMR 18(11)

**Table 2:**

- No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.
- The competent person shall be responsible to determine the level of supervision required for each activity.
- The agent must be informed of any changes made to the above appointments.
- The agent reserves the right to require from any contractor at any stage to appoint a full or part time construction health and safety officer.

## **6. GENERAL DUTIES OF PRINCIPAL CONTRACTOR**

- ◆ The principal contractor will be responsible for co-operation between all contractors to ensure compliance to the OHS –Act and Regulations on site.
- ◆ To ensure the above, the Principal Contractor must carry out the following and provide proof of such in his H&S plan:
  - Provide health and safety specifications to Contractors.
  - Appoint Contractors in writing.
  - Proof than Contractors H&S Plan has been approved, implemented and maintained.
  - Proof that Contractors are registered with the Compensation Commissioner or similar insurer.
  - Proof that Contractors made provision for the cost of Health and Safety measures during the construction process.
  - A comprehensive & updated list of all contractors on site, also indicating the type of work being done.
  - Copies of Section 37(2) agreements with the relevant contractors.
  - **Present OHS File to Senior Health and Safety Officer of the City OF Ekurhuleni prior to commencement with the intended construction work.**
  - **Obtain Certificate of Compliance with Occupational Health and Safety Act, 1993 and its regulations issued by the Senior Health and Safety Officer of the City OF Ekurhuleni, prior to commencement with the construction work as appointed by the City OF Ekurhuleni.**


## 7. SUPERVISION OF CONSTRUCTION WORK

- ▲ The City of Ekurhuleni or an agent appointed by the City must be informed if the Construction Work Manager/Supervisor is also appointed as a Construction Manager/Supervisor for another site.
- ▲ Construction site shall NOT be left unsupervised at any given time.

## 8. HAZARD IDENTIFICATION RISK ASSESSMENT (HIRA)

- Risk assessments of all required activities shall form an integral part of the Health and Safety plan.
- After the hazard has been identified, reviewed and assigned a risk designation/rating, it will be necessary to determine what controls (measures) are necessary to eliminate, reduce or minimize the risks associated with the hazard.

**Note:** Control measures may be implemented with the following **hierarchy of control as a guideline.**

Hierarchy of Control	
Most effective (High level)    Least effective (Low level)	<b>Elimination:</b> remove the hazard completely from the workplace or activity
	<b>Substitution:</b> replace a hazard with a less dangerous one (e.g. a less hazardous chemical)
	<b>Redesign:</b> making a machine or work process safer (e.g. raise a bench to reduce bending)
	<b>Isolation:</b> separate people from the hazard (e.g. safety barrier)
	<b>Administration:</b> putting rules, signage or training in place to make a workplace safer (e.g. induction training)
	<b>Personal Protective Equipment (PPE):</b> Protective clothing and equipment (e.g. gloves, hats)

- All risk assessments shall be conducted in terms of an acceptable methodology covering at least the elements frequency, likelihood and consequence, prior to commencement of work, according to the provisions of CR 9 (1, a-e) and should cover at least the following:
  - Movement of construction vehicles
  - All work near overhead power lines and underground cables
  - Locating underground cables/existing services (**permission to be obtain with relevant authority**)
  - Hand or manual excavation of trenches (**permission to be obtain with relevant authority**)
  - Mechanical excavation of trenches (**permission to be obtain with relevant authority**)
  - All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
  - Temporary stockpiling and removal of excavated material
  - Transporting material
  - Cutting into existing sewage line

- All work carried out from scaffolding
  - Exposure to raw sewerage (see paragraph 19)
  - All work carried out on live electrical installations
  - Welding in confined spaces
  - Working at heights
  - Cladding
  - Stripping of existing roof sheets or other material
  - Piling
  - Formwork/Support work
  - Demolition work
  - Working with hand tools
  - Working with portable electrical tools
  - All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities.
- The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.
- The risk assessment to be included in the H&S Plan must clearly indicate:
  - The methodology used to do the risk assessments.
  - Breakdown of processes and activities covered.
  - High risks anticipated.
- All risk assessments are to be conducted by a competent person as appointed under paragraph 5 of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.
- Risk assessments are to be handed to the agent prior to commencement of work.
- The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.
- Risk assessments are to cover safety as well as health hazards.

## 9. SAFE WORK PROCEDURES

Safe Work Procedures are to form part of the Hazard Identification and Risk Assessment and must be compiled for all the activities to be undertaken by the Principal Contractor or a Contractor appointed by the Principal Contractor who.

The safe work procedures must address the following elements:

- ▲ The work method to be followed to conduct work safely
- ▲ Mitigation of identified risks
- ▲ Reducing and controlling risks and hazards that have been identified
- ▲ Responsibilities of competent persons
- ▲ Required personal protective equipment
- ▲ Correct equipment / tools/ machinery to be used
- ▲ Reference to relevant registers to be completed
- ▲ Reference to applicable risk assessment

**The following tables (table 3 and 4) provides information on all factors to be taken into account when the Risk Assessments and Safe Work Procedures are compiled:**

**Table 3:**

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Guards	Stress
Vibration	Dusts	Fungi	Hand tools	Work pressure
Ionizing radiation	Fumes	Bacteria	Machinery	Monotony
Non-ionizing radiation	Fibers	Viruses		Unsociable hours
Health and cold	Mists			Ergonomical:
Electricity	Gases			• Posture
Pressure	Vapours			• Movement
				• Repetitive tasks

**Table 4:**

System	Stress	Disease (symptoms)
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures	Muscular pain syndromes Teno*/ "synovitis

System	Stress	Disease (symptoms)
	Whole body vibration	+B-ursitis Osteoarthrosis
Sensory	Noise	Hearing loss
Skin	Cement (chromates), rubber Thinners, epoxies Tar, pitch Solar radiation	Allergic contact dermatitis Irritant contact dermatitis Acne, Skin cancer Kerasotes, cancer
Respiratory	Silica Asbestos Spray paints, woods, epoxies Irritant dusts, welding fumes Organic Solvents	Silicosis, TB Asbestosis, Cancer Asthma Bronchitis Headaches, Dizziness, Cancer
Psychosomatic	Physical stress Psychosocial stress	Head aches Depression Fatigue Substance abuse
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood disorder, Dementia, Cancer

## 10. SAFETY OF PUBLIC/PEDESTRIANS

Access to the construction site must be cordoned off as much as possible in all work areas.

All excavations are to be fenced/barricaded to prevent access by public / pedestrians.

Work must be planned in such a manner as to ensure that the minimum amount of trenches are left open after hours or during weekends.

## 11. FALL PROTECTION

- Contents of the fall protection plan must cover all the requirements as stated in sub-regulation CR8.
- The fall protection plan is to be handed to the agent before work commences.
- The level of supervision is to be stated in the fall protection plan.

- Medical certificates, work near edges, presence of dew, dangerous walking areas etc. should be addressed in the fall protection plan.

## 12. REGISTERS

- Examples of the registers listed below must be provided in the Health and Safety Plan.
- All registers must be available at the site offices at all times for inspection by the agent.
- The list of registers to be kept is by no means exhaustive and the H&S Plan should list all the registers that are applicable and at what frequency they are going to be maintained, see table below (table 5):.

**Table 5:**

ACTIVITY	FREQUENCY
FORM WORK / SUPPORT WORK	Daily, prior to any shift
EXCAVATION WORK	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground
MATERIAL HOIST	Daily
CRANE(S) LOGBOOK	As per DMR 18
CONSTRUCTION VEHICLES AND MOBILE PLANT	Daily
TEMPORARY ELECTRICAL INSTALLATION	Weekly
STACKING	Weekly
FIRE EXTINGUISHERS	Bi- Monthly
ABLUTION FACILITIES	Weekly
LADDERS	Weekly
INCIDENT REGISTER IN TERMS OF GAR 9	As Required
FALL PROTECTION EQUIPMENT	Daily
PORTABLE ELECTRICAL TOOLS	Weekly
FIRE FIGHTING EQUIPMENT	Monthly

## 13. TRAINING

Each Health and Safety Plan shall indicate the following regarding training:

- Name and contents of the following training courses which have to be conducted:
  - ⌘ Induction Training
  - ⌘ Training regarding hazards identified and any corrective measures in place
  - ⌘ Training regarding all applicable regulations
  - ⌘ Specific training regarding applicable competencies

- Attendance registers must be kept as proof of training provided
- Method of informing visitors and other persons entering the site of hazards prevalent on site.
- Method of providing personal protective equipment to visitors and non-employees.
- An example of ID training card for each employee (if used).
- Methodology to be used in the issuing and communication of written instructions/safe work procedures.

### **13.1 Health and Safety Induction**

Managers or supervisors are required to provide safety orientation to new employees or existing employees who are moving to a new position or a new worksite. Safety induction may include the following:

- Induction and discussion of the company's health and safety philosophy and employee safety responsibilities
- Discussion and distribution of the health and safety employee training material and issues included
- Discussion about safety policies as they relate to the employee's work setting
- Procedures to follow when working alone
- Review of reporting procedures for work-related injuries and accidents
- Review of emergency procedures for reporting accidents and gaining medical treatment
- Documentation of training
- Communicate risks associated with injuries potentially arising out of violence in the workplace
- Communicate the risk factors associated with injuries potentially arising out of the physical demands of the job
- Review evacuation procedures in case of a fire or an emergency.

## **14. GENERAL REQUIREMENTS**

### **(a) Personal Protective Equipment**

The procedures for issuing and control over PPE shall be indicated in the Health and Safety Plan, as well as the enforcement for the wearing or use thereof.

### **(b) Hired Plant**

The responsibility for the safe condition and use of all hired plant shall be that of the Principal Contractor.

### **(c) Transport of Employees**

Transport of employees shall be carried out in terms of the National Road Ordinances.

The Health and Safety Plan shall detail the arrangements and methods of the transportation of workers.

**(d) Signs**

The Principal Contractor shall indicate in his Health and Safety Plan the arrangements regarding the posting of danger signs.

**(e) Medical Surveillance (Certificates of fitness)**

The Principal Contractor shall include in his Health and Safety File valid copies of all employees who work on construction site.

**(f) Site Visitors Register**

- A site visitor's register is to be kept on site and steps are to be taken to ensure that all visitors sign the visitors' register before entering the site.
- A NOTICE should also be provided directing all visitors to report to the site either a construction manager or construction Health and Safety officer.

**15. HAZARDOUS CHEMICAL SUBSTANCES (including Asbestos and Lead)**

**In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the H&S Plan that:**

- ▲ Material Safety Data Sheets (MSDS's) of the relevant materials/hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's shall be available for inspection by the agent at all times.
- ▲ Risk assessments are done at least once every two years.
- ▲ Exposure monitoring is done according to Occupational Exposure Sampling Strategy Manual (OESSM) and by an AIA and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- ▲ How records are going to be kept safe for the stipulated period of 30 years.
- ▲ How the relevant HCS's are being/going to be controlled by referring to:
  - Limiting the amount of HCS
  - Limiting the number of employees
  - Limiting the period of exposure
  - Substituting the HCS
  - Using engineering controls
  - Using appropriate written work procedures
- ▲ The correct PPE is being used.
- ▲ HCS are stored and transported according to SABS 072 and 0228.
- ▲ Training with regards to these regulations was given.
- ▲ The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

## 16. ASBESTOS

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

## 17. LEAD

Besides the requirements listed under par. 15 should lead be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

## 18. NOISE INDUCED HEARING LOSS

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included/ referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.

- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SANS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
  - Engineering methods considered
  - Admin control (number of employees exposed) considered
  - Personal protective equipment considered/decided on
- Describe how records are going to be kept for at least 30 years.

## 19. LIGHTING

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/ provided where daylight is not sufficient and / or after hours are worked.
- Planned maintenance programme for replacing luminaires.
- Proof of illumination levels of artificial illumination equipment.

## 20. HAZARDOUS BIOLOGICAL AGENTS (HBA)

Because of the possible exposure of workers to raw sewage, the H&S Plan shall include details of the following:

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following:
  - Nature and dose of HBA
  - Where HBA may be present and in what physical form
  - The nature of work or process
  - Steps in the event of failure of control measures
  - The effect of the HBA
  - The period of exposure
  - Control measures to be implemented
- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
  - By an occupational medical practitioner
  - Before entering the site to establish the workers baseline

- During the period of the contract the risk assessment indicate possible exposure
  - After completion of the contract
- Medical surveillance records should be kept by an occupational health practitioner.
- Indication on how all records of assessment, monitoring; etc will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled.
- The provision of personal protective equipment.
- What information and training is to be provided to employees regarding the following:
  - The contents of these regulations.
  - Potential risks to health.
  - Control measures to be implemented.
  - The correct use and maintenance of personal protective equipment.
  - The results of the risk assessment.

## **21. ACCIDENT/INCIDENT MANAGEMENT**

The Principal Contractor shall be responsible for reporting all accidents/incidents, personnel injuries, casualties, property damage and fires to City OF Ekurhuleni Senior Health and Safety Officer and to the Department of Labour.

### **Investigation and Reporting shall be implemented as follows:**

In the event of fatal accidents, medical cases and serious injuries, the investigation will be carried out by the Construction Safety Officer, Construction Site Manager, Client's Senior Health and Safety Officer and the Inspector of the Department of Labour.

The incident/accident must be reported in writing within 24 hours to the Client's Project Manager.

- All events involving fire and/or damages to property, plant and equipment, shall be reported in writing within 24 hours to the Client's Project Manager;
- Where a near-miss is recorded, it shall be reported and investigated and appropriate corrective actions taken to prevent re-occurrence;
- In case of a Lost Work Day Case, the Client shall be informed within 1 hour of the injury and an investigation will be scheduled via the Client's Occupational Health and Safety Section.
- First Aid cases shall be recorded. All the First Aid cases must be reported to the control room immediately and shall be investigated to determine the root cause and to put corrective actions in place.
- Monthly Safety Reports shall be kept by the Principal Contractor in the OHS File.
- Accidents shall be reported using the Accident/Incident Report Form (Annexure 1);
- Any engineering review or investigation committee shall be in accordance with legal requirements;
- Incident reporting and investigation shall be in accordance with Section 24 of OHS Act and in terms of General Administrative Regulations 8 and 9, as well as Client Procedures.

## **22. EMERGENCY EVACUATION PLAN (EEP)**

It is the responsibility of the Principal Contractor to ensure that an Emergency Evacuation Plan is compiled, and that its management and employees familiarize themselves with the emergency procedures that apply to the construction site or where a construction work is performed. All Emergency Contact Details applicable to the area where the construction work is performed, shall be included in the EEP

These procedures will give personnel all information on the actions to be taken in case of an emergency.

The EEP shall at least include the following steps:

When an emergency condition exists or upon hearing the "Alarm", every Supervisor shall ensure the following:

- All work is stopped at once;
- All equipment is shut down;
- All employees are evacuated to a pre-determined assembly point;
- A roll call is taken to ensure every employee is accounted for;
- No one is permitted to return until notification has been received from a control officer or construction manager that it is safe to do so.

## **23. WORK PERMIT SYSTEM**

A work permit authorizes specific works to be conducted in a restricted area. This serves as record that steps have been taken to ensure safe working conditions in the area. For this specific work, the Principal Contractor shall strictly adhere to City OF Ekurhuleni's work permit system and other relevant procedures if applicable.

Application for work permits shall be made 24 hours before commencement of the work activities.

An authorized receiver will request a work permit from a certified issuer before doing any work in a restricted area. City OF Ekurhuleni's Project Management will obtain all third party permits. If the work contemplated involves any change, addition or deletion in the facility, the work will be coordinated between the City's Project Management Operations Team and the Principal Contractor.

## **24. WASTE MANAGEMENT AND ENVIRONMENTAL CONSERVATION**

The Principal Contractor shall ensure reduction, as far as is reasonably practicable, of waste that is generated during our daily activities by ensuring proper housekeeping, consideration for reuse where practicable, proper handling, transporting and disposal. Management of waste and environmental conservation will be done in line with relevant by laws of local authority and national legislation.

The organisation shall manage wastes and preserve the environment in consideration of the following principle where applicable:

- Consideration shall be given to ways of avoiding waste at the initial planning stages of all projects,
- Consideration shall be incorporated into purchasing of products where design and production systems are aimed at waste minimisation,
- Existing sources of waste will be identified and opportunities for reduction or recycling will be evaluated,
- Environmental impact assessment shall be conducted prior to commencement of every project where indigenous plants such as trees will be preserved at all costs,

- Modification of processes to preserve the environment and to reduce wastes shall be evaluated and implemented where necessary,
- Substitution of material to eliminate a waste source shall be considered.

**NB: Generally, the Principal Contractor shall strive to a principle of Reduce, Reuse and Recycle where possible.**

## **25. HOUSEKEEPING**

The Principal Contractor shall ensure good housekeeping is maintained on a construction site.

The following key points to be applied:

- Cable management: strap hooks or rubber ties for hanging cables and hoses shall be provided to keep access ways clean and tidy;
- All loose material shall be stored in a clean and tidy manner;
- Scrap bins shall be situated near work area and cleaned regularly (City OF Ekurhuleni to be notified)
- Skips should be situated in strategic locations and cleaned regularly (City OF Ekurhuleni to be notified);
- Scaffolding platforms shall be kept clear of debris, with all material stored in suitable containers;
- Housekeeping problems shall be identified and actioned on a daily basis as part of the inspection responsibility of the individual Supervisor.

## **26. HEALTH AND SAFETY AUDITS AND INSPECTIONS**

### **Internal Audits**

The Principal Contractor shall ensure that Health and Safety Audit is conducted for all activities at regular intervals.

Auditing shall be performed with the use of standard checklists and audit protocols and shall define corrective actions needed. Non-Conformities highlighted during the audit shall be prioritized and corrective action implemented.

The basic purpose of audits is to assess the reliability, efficiency and effectiveness of the various components of the Health and Safety Management System.

### **External Audits**

External audits shall be conducted at least on monthly basis.

The following external audits shall be done:

- City OF Ekurhuleni appointed Agent and/or,
- City OF Ekurhuleni' Senior Health and Safety Officer,
- Department of Labour (as and when an Inspector of D.O.L wish to visit the site).

### **Health and Safety Inspections**

Health and Safety inspections shall be conducted regularly by the Principal Contractor's appointed personnel and a summary report shall be included in the weekly progress meeting.

Inspection report shall include the following:

- A list of all safety inspections and related activities performed during the previous weeks worked.
- A register of violations observed to include the names and control numbers of all employees involved with each violation.
- Description of corrective actions taken to prevent a recurrence of all violations observed.

A root cause analysis program shall be implemented to identify the visible and underlying causes of deficiency. If the findings point to Health and Safety Management System failure, then the system shall be modified to eliminate the deviations or shortcomings.

The following prescribed documentation will be completed by the Health and Safety Representative/Health and Safety Officer/Construction Manager/Supervisor allocated for the specific area:

- Self-Assessment shall be done once a week;
- Daily deviation inspection sheet (Log Sheet);
- Job Observations (Once a month on Supervision);
- Plant inspections to be conducted daily.

All these documentations will be forwarded to the Construction Manager of the Principal Contractor and shall be included in the monthly report for the Client.

#### Scaffolding Inspections

A reliable inspection document must be used and shall provide the basic checklist for scaffold inspections. The inspection certificate number must correspond with the handover number. The top section of the inspection register is to indicate the location of the scaffold, date of inspection, faults found during inspections, date corrected and signature of the inspector.

The second section of the form indicates the items which must be inspected according to SANS 10085. If any scaffold deviate from these guidelines, the green tag must be removed and rectified immediately. SANS 10085-1:2004 shall be made available for review at Supervision and Management.

A modification sheet shall be filled in by the Inspector/Supervisor on that specific scaffolding and shall be signed by the Client' representative.

A copy of the modification sheet will stay in the book and the original will be kept by the Client.

Scaffolds must be inspected within a seven (7) day period, after heavy rain or inclement weather or when suspicion of tampering arises.

A scaffold shall NOT at any given time pass the inspection interval.

**NB: Scaffolds shall ONLY be erected and inspected by a competent person.**

#### 27. SERVICE LEVEL AGREEMENT

An SLA will be entered with the successful service providers.

## 28. PUBLIC INDEMNITY INSURANCE.

- Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify the Council against any third-party loss, damage, or injury claims emanating from the use of the property. The Council reserves the right to request proof of the validity of the insurance policy at any point during the contract period.
- The successful bidder shall, for the duration of this Agreement, be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.
- Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work, such as **Comprehensive Public Liability (with Professional Indemnity extension)**. Such insurance will be determined by the City of Ekurhuleni (CoE). The Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) before the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request