

# **Tender**

**Provision of maintenance and repair services to  
ELIDZ Pump stations**

**At the**

**East London Industrial Development Zone**

**Closing date: 24 June 2022**

**CONTRACT NO: (ES/22/PS/01).**

**VOLUME A: TECHNICAL PROPOSAL**

**PROVISION OF MAINTENANCE AND REPAIR SERVICES TO  
ELIDZ PUMP STATIONS**

East London IDZ  
Contact person: A. Mgwaza  
Email: [anathi@elidz.co.za](mailto:anathi@elidz.co.za)

**NOTE: DO NOT SPLIT THIS DOCUMENT**

## TABLE OF CONTENTS

|    |              |                                                         |         |
|----|--------------|---------------------------------------------------------|---------|
| 1. | THE TENDER   |                                                         |         |
|    | 1.1          | TENDERING PROCEDURES                                    | 4       |
|    | 1.1.1        | Introduction                                            | 5       |
|    | 1.1.2        | Tender Notice and Invitation to Tender                  | 6       |
|    | 1.1.3        | Tender Data                                             | 8       |
|    | 1.2          | RETURNABLE SCHEDULES                                    |         |
|    | 1.2.1        | List of Returnable Documents                            | 14      |
|    | 1.2.2        | Returnable Schedules                                    | 15-53   |
| 2. | THE CONTRACT |                                                         |         |
|    | 2.1          | CONTRACT DATA                                           |         |
|    | 2.1.1        | Contract Data                                           | 56      |
|    | 2.2          | SCOPE OF WORK                                           |         |
|    | 2.2.1        | Description of the Works                                | 63      |
|    | 2.2.2        | Drawings                                                | 65      |
|    | 2.2.3        | Procurement                                             | 65      |
|    | 2.2.4        | Maintenance Works / Specifications                      | 66 - 68 |
|    | 2.2.5        | Existing Services                                       | 68      |
|    | 2.2.6        | Site Establishment                                      | 68      |
|    | 2.2.7        | Site Usage                                              | 69      |
|    | 2.2.8        | Permits and Way Leaves                                  | 69      |
|    | 2.2.9        | Alterations, Additions and Extensions to Existing Works | 69      |
|    | 2.2.10       | Management                                              | 69 – 73 |
|    | 2.2.11       | Health and Safety Requirements and Procedures           | 73      |
|    | 2.3          | SITE INFORMATION                                        |         |
|    | 2.3.1        | Existing Services                                       | 76      |
|    | 2.3.2        | Existing Buildings                                      | 76      |
|    | 2.3.3        | Environmental Restrictions                              | 76      |
|    | APPENDICES   |                                                         |         |
|    | A            | Generic Occupational Health and Safety Specification    |         |
|    | B            | Construction Environment Management Plan                |         |

**PART 1**

**THE TENDER**

**CONTRACT NO: (ES/22/PS/01).**

**PROVISION OF MAINTENANCE AND REPAIR  
SERVICES TO ELIDZ PUMP STATIONS**

## **1.1 TENDERING PROCEDURES**

### 1.1.1 Introduction

### 1.1.2 Tender Notice and Invitation to Tender

### 1.1.3 Tender Data

### **1.1.1 INTRODUCTION**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, a multi-million-rand infrastructure and bulk services development initiated by the Department of Trade and Industry (DTI) that is part of the government's micro-economic reform strategy. In 2016, the ELIDZ has been designated as a Special Economic Zone and was the first to receive an operator's permit from DTI

The East London Industrial Development Zone is located on Buffalo City's West Bank adjacent to the existing East London port and airport, and much of the Phase 1 infrastructure and bulk services required for the development have been completed.

As the East London Industrial Development Zone is now operational, tenders are hereby invited from relevant service providers for the provision of maintenance services for ELIDZ Pumpstations at the above premises for the forthcoming 2 (Two) years.

### 1.1.2 TENDER NOTICE AND INVITATION TO TENDER

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

#### SCOPE OF WORK

Tenders are hereby invited from suitably qualified and experienced service providers for the **Provision of maintenance and repair services to ELIDZ Pump stations** located at the ELIDZ within the West Bank area of the Buffalo City Metropolitan Municipality

The successful tenderer will be required to enter into a Two- year Contract for the **Provision of maintenance and repair services to ELIDZ Pump stations** with the East London Industrial Development Zone SOC Ltd.

| Tender Reference No. | Tender Description / Name                                           | Closing Date / Time   |
|----------------------|---------------------------------------------------------------------|-----------------------|
| (ES/22/PS/01).       | Provision of maintenance and repair services to ELIDZ Pump stations | 24 June 2022 at 12h00 |

The Services include the following summarized scope of work:

- The provision of suitably qualified personnel as required, during normal working hours
- Scheduled and unscheduled maintenance activities required for ELIDZ Pump Stations Installation and related equipment
- The provision of urgent and emergency response services related to ELIDZ Pump Stations, on a 24/7/365 basis

#### BID CONDITIONS:

- ☐ Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line
- ☐ Tenderer must be registered on Central Supplier Database (CSD) from National Treasury and MAAA number must be provided
- ☐ Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- ☐ Tenderers to provide certified copy of Company Registration Certificate
- ☐ Tenderers to provide Letter of Good Standing from Compensation Commissioner
- ☐ Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal "and "Envelope B – Financial Proposal". Then the financial proposal will only be opened should the technical proposal be found to be acceptable.
- ☐ Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- ☐ Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal "will result in the disqualification of the tender.
- ☐ The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- ☐ Registration with the CIDB in the category **6ME** is compulsory for companies wishing to submit tenders

#### EVALUATION

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and BBEE.

Score breakdown:

- ☐ 80 Points for Price
- ☐ 20 Points for BBEE

All tenders not providing compulsory responsive documentation and with functionality scoring less than 75%, will not be considered for the next stage of tender evaluation

## **TENDER DOCUMENT & SUBMISSION**

The RFT document will be available for download on 03 June 2022 at [www.elidz.co.za](http://www.elidz.co.za) under opportunities.

“It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.”

**No late tenders will be accepted.**

## **TENDER ENQUIRIES**

**Questions relating to the RFP will be accepted until 13h00 on 15 June 2022 with response by 17 June 2022**

**Queries relating to this tender may be addressed to:**

**Contact person: A. Mzantsi**

**Contact No: 043 702 8200**

**Email: [anathi@elidz.co.za](mailto:anathi@elidz.co.za)**

### 1.1.3 TENDER DATA

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |                     |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------|
| <b>Project title:</b>    | <b>Provision of maintenance and repair services to ELIDZ Pump stations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |                     |
| <b>Contract No:</b>      | <b>ES/22/PS/01</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         |                     |
| <b>Advertising date:</b> | <b>3 June 2022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Closing date:</b>    | <b>24 June 2022</b> |
| <b>Closing time:</b>     | <b>12h00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Validity period:</b> | <b>120 Days</b>     |
| <b>Clause number</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                         |                     |
|                          | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of SANS 294: 2004 (Edition 1).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>                                                                     |                         |                     |
| F.1.1                    | The employer is the East London Industrial Development Zone SOC Ltd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                         |                     |
| F.1.2                    | <p>The tender documents issued by the employer comprise:</p> <p><b>1. THE TENDER</b></p> <p><b>1.1 TENDERING PROCEDURES</b></p> <p>1.1.1 Introduction</p> <p>1.1.2 Tender Notice and Invitation to Tender</p> <p>1.1.3 Tender Data</p> <p><b>1.2 RETURNABLE SCHEDULES</b></p> <p>1.2.1 List of Returnable Documents</p> <p>1.2.2 Returnable Schedules</p> <p><b>2. THE CONTRACT</b></p> <p><b>2.1 CONTRACT DATA</b></p> <p><b>2.2 SCOPE OF WORK</b></p> <p><b>2.3 SITE INFORMATION</b></p> <p><b>APPENDICES</b></p> <p>A Generic Occupational Health and Safety Specification</p> <p>B Construction Environment Management Plan</p> |                         |                     |



|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|---------------------|----------|--------------------------------------------------------------------|------|--------------|------|--|---------|------------------------------------------------------------------|
| F.1.2<br>(cont.) | <p><b>VOLUME B: FINANCIAL PROPOSAL</b></p> <p><b>1. THE CONTRACT</b></p> <p><b>1.1 AGREEMENT AND CONTRACT DATA</b></p> <p>1.1.1 Form of Offer and Acceptance</p> <p>1.1.2 Form of Guarantee</p> <p><b>1.2 PRICING DATA</b></p> <p>1.2.1 Pricing Instructions</p> <p>1.2.2 Bills of Quantities</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| F.1.4            | <p>The employer's agent is:</p> <table border="1"> <tr> <td>Name:</td><td>C Ngxokolo- Nomatye</td></tr> <tr> <td>Address:</td><td>ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.</td></tr> <tr> <td>Tel:</td><td>043 702 8200</td></tr> <tr> <td>Fax:</td><td></td></tr> <tr> <td>E-mail:</td><td><a href="mailto:camagwini@elidz.co.za">camagwini@elidz.co.za</a></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Name: | C Ngxokolo- Nomatye | Address: | ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London. | Tel: | 043 702 8200 | Fax: |  | E-mail: | <a href="mailto:camagwini@elidz.co.za">camagwini@elidz.co.za</a> |
| Name:            | C Ngxokolo- Nomatye                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| Address:         | ELIDZ Admin 1 Building, lower Chester Rd, Sunnyridge, East London.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| Tel:             | 043 702 8200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| Fax:             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| E-mail:          | <a href="mailto:camagwini@elidz.co.za">camagwini@elidz.co.za</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
|                  | <p>Add the following sentence:<br/>The period of six months may only be reduced should all tenders received be rejected as non-responsive.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |
| F.2.1            | <p>The following tenderers who are registered with the CIDB, or are capable of being registered prior to submissions, are eligible to submit tenders:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6ME</b> class of construction work.</p> <p>Joint Ventures (JV) are eligible to submit tenders providing that:</p> <ul style="list-style-type: none"> <li>• Every member of the JV is registered with the CIDB</li> <li>• A lead partner has a contractor grading designation in the <b>6ME</b> class of construction work; and</li> <li>• The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6ME</b> class of construction work; and</li> <li>• A Joint Venture agreement is submitted together with the tender indicating shareholding percentage</li> </ul> <p>All parties to a Joint Venture should meet bid condition requirements to be acceptable.</p> <p>In Bids where consortia/joint venture/ sub-contractors are involved; each tendering party must submit a separate proof of TCS/PIN/CSD number.</p> <p>Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the DTI in consultation with the National Treasury.</p> |       |                     |          |                                                                    |      |              |      |  |         |                                                                  |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F2.13.2 | “It will be the responsibility of the respondent to ensure that the tender/bid reaches the ELIDZ. All tender/bids documents are to be submitted online at <a href="https://tenderportal.elidz.co.za">https://tenderportal.elidz.co.za</a> before the closing date and time. Only PDF documents must be uploaded with a maximum size limit of 2GB per file.”                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F2.13.3 | Only the original tender submission is required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F2.13.6 | A two-envelope procedure will be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F2.14   | The ELIDZ will disqualify any submission which is not suitably endorsed, or which is not comprehensively completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F2.15.1 | Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F.2.16  | The tender offer validity period is 120 days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F2.19   | Access to premises will not be required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F2.23   | <p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender, or the relevant SARS pin code which will allow the ELIDZ to confirm the tenderers tax status on-line</li> <li><input type="checkbox"/> Tenderer is required to provide a CSD registration certificate not older than 10 days before closing of tender</li> <li><input type="checkbox"/> Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.</li> <li><input type="checkbox"/> Tenderers to provide certified copy of Company Registration Certificate</li> <li><input type="checkbox"/> Tenderers to provide Letter of Good Standing from Compensation Commissioner</li> <li><input type="checkbox"/> Tenderers to provide Proof of Registration with the CIDB in the category <b>6ME</b>.</li> <li><input type="checkbox"/> All returnable documents and schedules as listed in 1.2.</li> </ul> |
| F3.4    | Tender submissions will be opened in public immediately after the stipulated closing time and date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F3.11   | <p>The procedure of the evaluation of tenders is the two-envelope system</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> <li>▪ A maximum of 80 points are allocated for financial offer.</li> <li>▪ A maximum of 20 points are allocated for preference.</li> </ul> <p>The above-mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

### **Quality/Functionality Evaluation**

The score achieved for functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero scores for that section):

#### **DETAILED BREAKDOWN OF FUNCTIONALITY POINTS**

| <b>Item</b> | <b>Details</b>                                                                                                                                                                                                                                                                                        | <b>Points scored</b> | <b>Available Points</b> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------|
|             | <b>Criteria 1. Business Location</b>                                                                                                                                                                                                                                                                  |                      | <b>10</b>               |
| 1.1         | If the tenderer has a registered and currently operational office within the boundaries of Buffalo City Metropolitan Municipality <b>(Provide only lease agreement and/or BCM utility bill,)</b>                                                                                                      |                      | 10                      |
| 1.2         | If the tenderer has a registered and currently operational office within the boundaries of the Eastern Cape                                                                                                                                                                                           |                      | 5                       |
| 1.3         | If the tenderer has a registered and currently operational office Outside Eastern Cape                                                                                                                                                                                                                |                      | 0                       |
|             |                                                                                                                                                                                                                                                                                                       |                      |                         |
|             | <b>Criteria 2. Applicant's Expertise and Resources</b>                                                                                                                                                                                                                                                |                      | <b>30</b>               |
| 2.1         | Staffing Levels (full CV's of proposed persons to be provided)                                                                                                                                                                                                                                        |                      |                         |
| 2.1.1       |                                                                                                                                                                                                                                                                                                       |                      |                         |
|             | Mechanical Technician (5 years minimum experience)                                                                                                                                                                                                                                                    |                      |                         |
|             | =/> 10 years relevant experience on similar projects                                                                                                                                                                                                                                                  |                      | 10                      |
|             | =/> 7 years < 10 years relevant experience on similar projects                                                                                                                                                                                                                                        |                      | 7                       |
|             | =/> 5 years < 7 years relevant experience on similar projects                                                                                                                                                                                                                                         |                      | 5                       |
|             |                                                                                                                                                                                                                                                                                                       |                      |                         |
| 2.1.2       | Electrical/Electronic Technician (5 years minimum experience)                                                                                                                                                                                                                                         |                      |                         |
|             | =/> 10 years relevant experience on similar projects                                                                                                                                                                                                                                                  |                      | 10                      |
|             | =/> 7 years < 10 years relevant experience on similar projects                                                                                                                                                                                                                                        |                      | 7                       |
|             | =/> 5 years < 7 years relevant experience on similar projects                                                                                                                                                                                                                                         |                      | 5                       |
|             | Staffing Levels (full CV's of proposed persons to be provided)                                                                                                                                                                                                                                        |                      |                         |
|             |                                                                                                                                                                                                                                                                                                       |                      |                         |
| 2.2         | Gorman Rupp Approved Service Provider                                                                                                                                                                                                                                                                 |                      | 5                       |
| 2.3         | ABS approved service provider                                                                                                                                                                                                                                                                         |                      | 5                       |
|             |                                                                                                                                                                                                                                                                                                       |                      |                         |
|             | <b>Criteria 3. Relevant Company Experience</b>                                                                                                                                                                                                                                                        |                      | <b>40</b>               |
| 3.1         | Ten (10) Points can be scored (to a maximum of 40 points) for Similar confirmed projects in progress or carried out in the past 5 years in maintenance and repair services to Pump station projects.<br><br><b>Companies to submit completion certificates/ Award Letters of projects for points.</b> |                      |                         |
|             |                                                                                                                                                                                                                                                                                                       |                      |                         |
|             | <b>Criteria 4. Method statement</b>                                                                                                                                                                                                                                                                   |                      | <b>10</b>               |
| 4.1         | Company required to provide detailed method statements, which demonstrate the way work is envisaged on a project of this nature and should cover a minimum of four core activities<br>Core activities include:                                                                                        |                      |                         |

|     |                                                                                                                                                                                                                                                                                                                                               |           |                  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|
|     | 1. the provision of basic services,<br>2. urgent/emergency response services,<br>3. contract management and site supervision,<br>4. Inspections and reporting,                                                                                                                                                                                |           | 3<br>3<br>2<br>2 |
|     | <b>Criteria 5. References</b>                                                                                                                                                                                                                                                                                                                 |           | <b>10</b>        |
| 5.1 | <b>(Fully complete Annexure P06-1 Part A &amp; B reference letter with contact details, signature and stamp). Only relevant letters with company letterhead and stamp will be awarded points</b><br><br>A maximum of 10 points could be scored for a minimum of 2 reference letters. The accumulative scores of the two letters will be used. |           |                  |
|     | No relevant references provided                                                                                                                                                                                                                                                                                                               |           | 0                |
|     | <b>TOTAL EVALUATION SCORE FOR FUNCTIONALITY</b>                                                                                                                                                                                                                                                                                               | <b>0</b>  | <b>100</b>       |
|     | <b>PERCENTAGE POINTS SCORED</b>                                                                                                                                                                                                                                                                                                               | <b>0%</b> |                  |

Tender offers scoring less than 75 points out of 100 points for quality/functionality will be regarded as non-responsive and not considered further.

### **Financial Offer Evaluation**

The score achieved for financial offer will be determined using formula 2 (option 1) as follows:

$$\text{Points awarded} = 80 \left[ 1 - \frac{P - P_m}{P_m} \right]$$

Where P = the comparative offer of the tender offer under consideration  
P<sub>m</sub> = the comparative offer of the lowest responsive tender

### **Preference Evaluation Criteria**

A maximum of twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. BBBEE evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30 %.

All tenders with functionality less than 75% of the total functional requirements will not be considered for the next stage of tender evaluation. ELIDZ reserves the right to negotiate if preferred bidder's proposal exceeds ELIDZ project estimate

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F3.13.1 | <p>Tender offers will only be considered if:</p> <ul style="list-style-type: none"> <li>a) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>b) the tenderer has: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> <li>iii. is not under restrictions, or has principals who are under restrictions, preventing participating in the ELIDZ procurement,</li> <li>iv. c) has the legal capacity to enter into the contract,</li> <li>v. 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,</li> <li>vi. e) complies with the legal requirements, if any, stated in the tender data, and</li> <li>i. f) is able, in the opinion of the ELIDZ, to perform the contract free of conflicts of interest.</li> </ul> </li> <li>c) All returnable documents and schedules as listed in 1.2.1 have been completed and submitted with this document.</li> </ul> |
| F.3.18  | The number of paper copies of the signed contract to be provided by the employer is 1 (one).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents in all respect and provide all information as required. Failure to do so WILL result in the Tenderer being scored zero for the applicable category

### 1.2.1 LIST OF RETURNABLE DOCUMENTS

| Checklist                                                                       |
|---------------------------------------------------------------------------------|
| <b>Compulsory Submissions</b>                                                   |
| Letter of Good Standing with Compensation Commissioner                          |
| Proof of registration with CIDB in required category                            |
| Declaration of Form of Acceptance to be signed                                  |
| <b>Submissions for Evaluation</b>                                               |
| Detailed breakdown of functionality points                                      |
| Proof of registered office within BCMM                                          |
| CV's of proposed key staff                                                      |
| Implementation Methodology                                                      |
| Registration on Central Supplier Database (CSD) from National Treasury and MAAA |
| Valid Tax Clearance Certificate /on-line pin number                             |
| Valid original or certified copy of BBBEE Certificate                           |
| Proof of Company Registration                                                   |
| ELIDZ Procurement Handbook                                                      |
| Form P01 Contractor General Information                                         |
| Form P02 Ownership Details                                                      |
| Form P03 Contractor Facilities                                                  |
| Form P04 Size of Enterprise and Current Workload                                |
| Form P05 Staffing Profile                                                       |
| Form P06 Previous Experience                                                    |
| Form P06-1 Previous experience referencing                                      |
| Form P07 Record of Addenda to Tender Documents                                  |

I, the authorised signatory hereby confirm that the Form of Offer has been completed in full and enclosed in envelope "B" and that no financial offers of any sort have been declared in envelope "A". I further understand that failure to attach the above-mentioned documentation to the designated pages allocated will result in said document being deemed missing from the tender submission.

Signature of Tenderer: .....

Date: .....

## **PART 1**

### **COMPULSORY SUBMISSIONS**

**CONTRACT NO: (ES/22/PS/01).**

### **PROVISION OF MAINTENANCE AND REPAIR SERVICES TO ELIDZ PUMP STATIONS**

**LETTER OF GOOD STANDING FROM WORKMEN'S  
COMPENSATION OFFICER**

**TENDERER TO ATTACH LETTER OF GOOD STANDING UNDER  
THIS PAGE**



**PROOF OF CIDB COMPANY REGISTRATION IN THE  
REQUIRED CATEGORY**

**TENDERER TO ATTACH PROOF OF CIDB COMPANY  
REGISTRATION UNDER THIS PAGE**

## **SIGNED DECLARATION OF FORM OF ACCEPTANCE**

### **Declaration of Form of Offer and Acceptance**

The Tenderer must declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed. Failure to complete and sign the declaration will render the tender non-responsive

Tenderer: .....

Name of Representative: .....

Telephone number: .....

Fax number: .....

Designation: .....

I, the authorised signatory of the Tenderer, hereby declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed.

Signature of Tenderer: .....

Date: .....

**PART 2**

**SUBMISSIONS FOR FUNCTIONALITY EVALUATION**

**CONTRACT NO: (ES/22/PS/01).**

**PROVISION OF MAINTENANCE AND REPAIR  
SERVICES TO ELIDZ PUMP STATIONS**

## **CRITERIA 1 – INSERT/ATTACH UNDER THIS PAGE**

### **PROOF OF REGISTERED OFFICE WITHIN BUFFALO CITY MUNICIPALITY**

**Tenderer to provide either of the following:**

- **Lease agreement**
- **BCM Utility Bill**

## **CRITERIA 2– INSERT/ATTACH UNDER THIS PAGE**

### **CV'S OF PROPOSED KEY STAFF**

**2.1 Tenderer to attach CV of Mechanical Technician**

**2.2 Tenderer to attach CV of Electrical Technician**

**CRITERIA 3– INSERT/ATTACH UNDER THIS PAGE**  
**PROOF OF COMPANY RELEVANT EXPERIENCE**

**3.1 Tenderer's to attach completion certificates/ Award  
Letters of projects**

## **CRITERIA 4 – INSERT/ATTACH UNDER THIS PAGE**

### **IMPLEMENTATION METHODOLOGY**



## **CRITERIA 5 – INSERT/ATTACH UNDER THIS PAGE REFERENCES**

### **5.1 Tenderer's to attach Annexure P06-1 (Part A & Part B)**

## **SUBMISSIONS FOR FUNCTIONALITY EVALUATION**

**CONTRACT NO: (ES/22/PS/01).**

### **PROVISION OF MAINTENANCE AND REPAIR SERVICES TO ELIDZ PUMP STATIONS**

**CENTRAL SUPPLIER DATABASE REGISTRATION FROM  
NATIONAL TREASURY & MAAA**

**TENDERER TO ATTACH PROOF OF CSD TO THIS PAGE**

**TENDERER TO ATTACH ORIGINAL TAX CLEARANCE  
CERTIFICATE TO THIS PAGE**

**TAX CLEARANCE CERTIFICATE**

**OR**

**PROVIDE BELOW THE RELEVANT SARS ONLINE PIN CODE**

**SARS PIN CODE**\_\_\_\_\_

## **BBBEE CERTIFICATE**

**TENDERER TO ATTACH ORIGINAL OR CERTIFIED COPY OF  
BBBEE VERIFICATION CERTIFICATE TO THIS PAGE**

## **PROOF OF COMPANY REGISTRATION**

**TENDERER TO ATTACH PROOF OF COMPANY REGISTRATION  
TO THIS PAGE**

## **ELIDZ PROCUREMENT HANDBOOK**

**(Complete and sign)**



ELIDZ Procurement Hand-Book

Supplementary Information

Company Name:.....

Latest Annual Turnover: R.....

Net Profit after Tax from Latest Financial Statements: R.....

Declaration

I understand that should my business be awarded a contract, said contract offered will be subject to the information given on this form being correct.

Any misrepresentation of facts may lead to disqualifications. Should such misrepresentation be uncovered after commencement of contract work, the ELIDZ reserves the right to terminate the contract and recover all payments made to the business.

Full Name:  Initials:

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **ADDITIONAL EVALUATION CRITERIA**

**CONTRACT NO: (ES/22/PS/01).**

**PROVISION OF MAINTENANCE AND REPAIR  
SERVICES TO ELIDZ PUMP STATIONS**

## FORM P01: CONTRACTOR GENERAL INFORMATION

## **FORM P01: CONTRACTOR GENERAL INFORMATION**

|                           |  |
|---------------------------|--|
| Name of tendering entity: |  |
|---------------------------|--|

### **Section 1 : Contact Details:**

|                 |           |
|-----------------|-----------|
| Address:        |           |
| Tel No:         | (       ) |
| Fax No:         | (       ) |
| E-mail address: |           |

### **Section 2 : Legal entity: (Mark with an X)**

|                   |  |
|-------------------|--|
| Sole proprietor   |  |
| Partnership       |  |
| Close corporation |  |
| Company (Pty) Ltd |  |
| Joint Venture     |  |

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

| Joint Venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
|                      |                                   |
|                      |                                   |
|                      |                                   |
|                      |                                   |

**FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)**

**Section 3 : General Particulars**

**Income Tax reference number:** .....

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

**VAT registration number:** .....

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

**District Municipality in which the enterprise is registered:** .....

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

**Registration number at Department of Labour:** .....

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

**Company or close corporation registration number:** .....

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

**CIDB registration number:** .....

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

**For joint ventures the following must be attached:**

- Written power of attorney for authorised signatory
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover amount given in P04, and each other partner at least 25 percent of the amount.

## **FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)**

### **Section 4 : Record in the service of the state**

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

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

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

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

**FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)**

**Section 5 : Record of spouses, children and parents in the service of the state**

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

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

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

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

**FORM P01: CONTRACTOR GENERAL INFORMATION (Cont.)**

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

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

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## FORM P02: OWNERSHIP DETAILS



**FORM P02: OWNERSHIP DETAILS**

Details of proprietor, partners, close corporation members, or company directors.

| Name | ID number | Relevant qualifications and experience | Years of relevant experience |
|------|-----------|----------------------------------------|------------------------------|
|      |           |                                        |                              |
|      |           |                                        |                              |
|      |           |                                        |                              |
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|      |           |                                        |                              |
|      |           |                                        |                              |
|      |           |                                        |                              |
|      |           |                                        |                              |

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

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## FORM P03: CONTRACTOR FACILITIES

### **FORM P03: CONTRACTOR FACILITIES**

#### **Physical facilities:**

Provide information on offices, factories, yards and warehouses occupied by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

| <b>Description</b> | <b>Address</b> | <b>Area (m<sup>2</sup>)</b> |
|--------------------|----------------|-----------------------------|
|                    |                |                             |
|                    |                |                             |
|                    |                |                             |
|                    |                |                             |
|                    |                |                             |
|                    |                |                             |

#### **Plant and equipment:**

Provide information on all plant and equipment owned by your enterprise. (Attach details if the space provided is not enough.) (List joint venture partner(s) separately if applicable.)

| <b>Description: Plant and Equipment owned</b> | <b>Number of units</b> | <b>Currently in use on contract.</b> |
|-----------------------------------------------|------------------------|--------------------------------------|
|                                               |                        |                                      |
|                                               |                        |                                      |
|                                               |                        |                                      |
|                                               |                        |                                      |
|                                               |                        |                                      |
|                                               |                        |                                      |
|                                               |                        |                                      |

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## **FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

**FORM P04: SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

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

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

List your current contracts and obligations:

| Description | Value (R) | Start Date | Duration | Expected completion date |
|-------------|-----------|------------|----------|--------------------------|
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |
|             |           |            |          |                          |

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

**BANKING DETAILS:**

Bank: .....

Branch: .....

Account No.: .....

Branch Code: .....

Account Name: .....

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## FORM P05: STAFFING PROFILE

### **FORM P05: 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.) (List joint venture partner(s) separately if applicable.)

| <b>Category * of Permanently employed staff for the project:</b>     | <b>Number of Staff</b> | <b>HDI Y/N</b> |
|----------------------------------------------------------------------|------------------------|----------------|
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
| <b>Category * of Temporary staff to be employed for the project:</b> | <b>Number of Staff</b> | <b>HDI Y/N</b> |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |
|                                                                      |                        |                |

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In the case of engineering construction projects key staff are defined as staff of foreman level and above).

| <b>Name</b> | <b>Position in your organisation</b> | <b>Qualifications</b> | <b>Experience</b> | <b>HDI Y/N</b> |
|-------------|--------------------------------------|-----------------------|-------------------|----------------|
|             |                                      |                       |                   |                |
|             |                                      |                       |                   |                |
|             |                                      |                       |                   |                |
|             |                                      |                       |                   |                |
|             |                                      |                       |                   |                |

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

**Note:** \*Category refers to the job designation of the person listed  
(eg. Manager, Foreman, Admin, Mechanic, etc.)

## FORM P06: PREVIOUS RELEVANT EXPERIENCE



### **FORM P06: PREVIOUS RELEVANT EXPERIENCE**

Provide the following information on **relevant** previous experience of the company (indicate specifically projects of similar or larger size, and/or which are similar with regard to type of work).

| Description | Value (R)<br>(VAT excl) | Date<br>executed | Reference |              |          |
|-------------|-------------------------|------------------|-----------|--------------|----------|
|             |                         |                  | Name      | Organisation | Tel. No. |
|             |                         |                  |           |              |          |
|             |                         |                  |           |              |          |
|             |                         |                  |           |              |          |
|             |                         |                  |           |              |          |
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|             |                         |                  |           |              |          |
|             |                         |                  |           |              |          |

Signed letters of reference from quoted companies (on relevant company letterhead) to be provided

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## Annexure 2 ELIDZ RFP –Details of previous similar work experience

### **PLEASE NOTE:**

Similar work is determined by the contract period for Provision of maintenance and repair services to Pump station related projects provided to a company on the following:

- conducting the necessary servicing / repairs to existing sewer, saltwater pumpstations and ancillary equipment.
- The referees are to complete the entire Annexure P06 - 1 (**Part A & Part B**).
- It is critical for the referees to include their signatures and company stamps in the spaces provided.
- It is critical for the referees to include their contact details to enable verification of the reference.
  - **The ELIDZ will not give scores for incomplete forms.**
- (0 - for poor services received, 2 – for satisfactory services received, 4- for good services received, 5 - for excellent services received)
- Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.

### **PART A**

| <b><u>Biographical Information</u></b>             |  |
|----------------------------------------------------|--|
| Company name of Respondent / tenderer:             |  |
| Company name of client / referee:                  |  |
| Nature of business of company of client / referee: |  |
| Location / address of client / referee:            |  |
| Company stamp of client / referee:                 |  |

|                                                     |                                         |
|-----------------------------------------------------|-----------------------------------------|
|                                                     |                                         |
| Client / referee: Representative                    |                                         |
| Client / referee: Representative - Contact details: | Cell:<br>Landline:<br>Alternate Number: |
| Client / referee: Representative - Signature        |                                         |
| <b><u>Contract Information</u></b>                  |                                         |
| Contract start date: date/month/year                |                                         |
| Contract end date: date/month/year                  |                                         |

## Annexure 2 – Continued

### PART B

Referee to score the attributes listed in the below table

|                                                  |                                                                                                                                              |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  |                                                                                                                                              |
| Item                                             | (0 - for poor services received, 2 – for satisfactory services received, 4- for good services received, 5 - for excellent services received) |
| A. Compliance with contract terms and conditions |                                                                                                                                              |
| B. Overall rating of performance                 |                                                                                                                                              |
| A + B = Total Score                              |                                                                                                                                              |

## **FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**FORM P07: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

|     | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

**Name of Signatory:** .....

**Capacity:** .....

**Signed on behalf of Tenderer:** .....

**Dated:** .....

## **PART 2**

### **THE CONTRACT**

**CONTRACT NO: (ES/22/PS/01).**

### **PROVISION OF MAINTENANCE AND REPAIR SERVICES TO ELIDZ PUMP STATIONS**

## **2.1 CONTRACT DATA**

### **2.1.1 Contract Data**

## 2.1.1 CONTRACT DATA FOR

|                       |                                                                            |
|-----------------------|----------------------------------------------------------------------------|
| <b>Project title:</b> | <b>Provision of maintenance and repair services to ELIDZ Pump stations</b> |
| <b>Contract No:</b>   | <b>CONTRACT NO: ES/22/PS/01</b>                                            |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|  | <b>CONDITIONS OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | The General Conditions of Contract for Construction Works (2015) [hereinafter referred to as GCC 2015], published by the South African Institution of Civil Engineer's Agenting, is applicable to this Contract.                                                                                                                                                                                                                                                                                             |
|  | Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present, or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT. |
|  | <b>CONTRACT SPECIFIC DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|  | The following contract specific data; amendments; additions; or omissions are applicable to this Contract.                                                                                                                                                                                                                                                                                                                                                                                                   |

| <b>CLAUSES</b> | <b>Compulsory Data</b>                                                                                                                                                                                                                                         |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.14         | The name of the "Employer" is East London Industrial Development Zone SOC Ltd.                                                                                                                                                                                 |
| 1.2.2          | <p>The address of the Employer is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge</p> <p>Buffalo City (East London)</p> <p>5201</p> <p>Postal Address:</p> <p>P.O. Box 5458</p> <p>Greenfields</p> <p>5208</p> <p>Telephone: 043 – 702 8200</p> |
| 1.1.15         | The name of the Employer is: East London Industrial Development Zone SOC Ltd – represented by Camagwini Ngxokolo- Nomatye                                                                                                                                      |



|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.16   | <p>The address of the Employer's Agent is</p> <p>Physical Address:</p> <p>Lower Chester Road, Sunnyridge<br/>Buffalo City (East London)<br/>5201</p> <p>Postal Address:</p> <p>P.O. Box 5458<br/>Greenfields<br/>5208</p> <p>Telephone: 043 – 702 8200</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.8.1      | The special non-working days are statutory public holidays.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.8.1      | The year-end break will be as stipulated by South African Federation of Civil Employer's Agenting Contractors (SAFCEC).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Appendix 3 | <b>The time to deliver the Deed of Guarantee is 21 days.</b> The liability of the Guarantee shall be for 5 % of the Tender Sum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.3.5      | <p>Replace in its entirety with the following:</p> <p>The Employer will become the owner of the information, documents, advice, recommendations, and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights to which it may be entitled.</p>                                                                                                                                                                                |
| 1.3.6      | <p>Add the following as 1.3.6:</p> <p>The copyright of all information, documents, advice, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalising the Works will vest in the Employer, must be regarded as confidential and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, and may not be published either during the currency of this contract or after termination thereof without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.3.7 | <p>Add the following as 1.3.7</p> <p>The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p>                                                                                                                                  |
| 1.3.8 | <p>Add the following as 1.3.8:</p> <p>In case of the Contractor providing documents, electronic aids, software programmes or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programmes or like material this provision applies.</p>                             |
| 4.6.1 | <p>Replace with the following:</p> <p>The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.</p>                                                                                                          |
| 5.3.1 | <p>Replace with the following:</p> <p>The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works immediately from the date the Contractor is given access to and possession of the Site in terms of Clause 11.</p>                                                                                                                                                       |
| 5.4.1 | <p>Replace the word “On the Commencement date” with the words “Within 14 days of the Contractor submitting to the Employer’s Agent an acceptable health and safety plan required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)”</p>                                                                                                                                                                                            |
| 5.6.1 | <p>The Contractor shall deliver his Programme of work within 14 days from the Commencement Date.</p>                                                                                                                                                                                                                                                                                                                                                       |
| 5.9.1 | <p>Amend as follows:</p> <p>“On the date that the Contractor is given access to and possession of the site, the Employer’s Agent shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of Contractor.</p> |
| 7.6.4 | <p>Replace the words “within a reasonable time” with the words “within the period stipulated by the Employer’s Agent in such order...”</p>                                                                                                                                                                                                                                                                                                                 |

|           |                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.9.1     | <p>Add the following at the end of this clause:</p> <p>Such losses or damages may be recovered from the Contractor by deducting the same from any amounts still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> |
| 8.6.1.1   | <p>The Contractor shall only be required to insure the Works in so far as this comprises new construction. He shall however be required to insure whatever plant, vehicles, tools, equipment and materials are utilised in the execution of his maintenance activities.</p>                                                                                                         |
| 8.6.1.1.2 | <p>The Employer will not supply any materials.</p>                                                                                                                                                                                                                                                                                                                                  |
| 8.6.1.1.3 | <p>The insurance is not required to cover professional fees.</p>                                                                                                                                                                                                                                                                                                                    |
| 8.6.1.3   | <p>Public Liability Insurance shall have a limit of Indemnity of not less than R10 million for any one event. The Public Liability Insurance cover must be extended to include:</p> <ul style="list-style-type: none"> <li>▪ Spread of fire</li> <li>▪ Damage to underground services</li> <li>▪ Surrounding property</li> </ul>                                                    |
| 6.5.1     | <p>The percentage allowance to cover overhead charges on labour and supervision is 33%, and on material cost the percentage allowance is 10%.</p>                                                                                                                                                                                                                                   |
| 5.7.2     | <p>Add the following to the end of the second paragraph:</p> <p>“which costs may be deducted from any payments due to the Contractor in terms of the Contract or any other Contract, within the two-year period, existing between the Employer and the Contractor and for this purpose all these shall be considered on indivisible whole”</p>                                      |
| 5.5.1     | <p>The contract period for the Works is Two years.</p>                                                                                                                                                                                                                                                                                                                              |
| 5.13      | <p>Not applicable</p>                                                                                                                                                                                                                                                                                                                                                               |
| 6.8.2     | <p>Contract Price will be adjusted annually as per the escalation rates declared in the priced bill of quantities year on year</p>                                                                                                                                                                                                                                                  |
| 10.1.3.6  | <p>Delete</p>                                                                                                                                                                                                                                                                                                                                                                       |

|          |                                                                                                                                                                                                                                                                                                                                       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%.                                                                                                                                                                                                                                                    |
| 6.10.3   | The percentage retention on the amount due to the Contractor is 0 %. The limit of retention money is R Nil                                                                                                                                                                                                                            |
| 6.10.3   | This clause shall be deleted in its entirety.                                                                                                                                                                                                                                                                                         |
| 6.11     | This clause shall be deleted in its entirety.                                                                                                                                                                                                                                                                                         |
| 7.8.1    | The Defects Liability Period is 12 months.                                                                                                                                                                                                                                                                                            |
| 9.3.3    | Add the following at the end<br>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any right whatsoever.                               |
| 10.4.2   | Dispute resolution shall be by means of mediation.                                                                                                                                                                                                                                                                                    |
| 10.7     | Disputes are to be referred for final settlement to litigation.                                                                                                                                                                                                                                                                       |
| 11.0     | Add the following new Clause 11.0: Amendments to be in writing<br>“No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.” |

Contract no: **CONTRACT NO: ES/22/PS/01**

|       |                                                                                                                                                                                                                     |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | <b>PART 2: DATA PROVIDED BY THE CONTRACTOR</b>                                                                                                                                                                      |
| 1.8   | <p>The name of the Contractor is</p> <p>.....</p> <p>(insert the legal name of the Contractor, as well as the Contractor's registration number, if applicable)</p>                                                  |
| 1.2.2 | <p>The address of the Contractor is:</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Email address: ..... Telephone: .....</p> |

|            |                                                         |                                                                    |
|------------|---------------------------------------------------------|--------------------------------------------------------------------|
| <b>2.2</b> | <b>SCOPE OF WORK</b>                                    |                                                                    |
| 2.2.1      | Description of the Works                                |                                                                    |
|            | 2.2.1.1                                                 | Employers objectives                                               |
|            | 2.2.1.2                                                 | Overview of works                                                  |
|            | 2.2.1.3                                                 | Extent of works                                                    |
|            | 2.2.1.4                                                 | Location of works                                                  |
|            | 2.2.1.5                                                 | Temporary works                                                    |
| 2.2.2      | Drawings                                                |                                                                    |
| 2.2.3      | Procurement                                             |                                                                    |
|            | 2.2.3.1                                                 | Preferential Procurement Procedures                                |
|            | 2.2.3.2                                                 | Subcontracting                                                     |
| 2.2.4      | Maintenance Works                                       |                                                                    |
|            | 2.2.4.1                                                 | Works specifications                                               |
|            | 2.2.4.2                                                 | Variations and additions to Standard and Particular specifications |
| 2.2.5      | Existing Services                                       |                                                                    |
| 2.2.6      | Site Establishment                                      |                                                                    |
| 2.2.7      | Site Usage                                              |                                                                    |
| 2.2.8      | Permits and Way Leaves                                  |                                                                    |
| 2.2.9      | Alterations, Additions and Extensions to Existing Works |                                                                    |
| 2.2.10     | Management                                              |                                                                    |

## 2.2 **SCOPE OF WORK**

### 2.2.1 **DESCRIPTION OF THE WORKS**

#### 2.2.1.1 **Employer's Objectives**

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to carry out the various inspections, maintenance activities and repairs which are necessary to support these objectives.

#### 2.2.1.2 **Overview of the Works**

The maintenance services to the various pump stations comprise both scheduled and unscheduled items as described below:

| Responsibility / Function                                            |
|----------------------------------------------------------------------|
| Routine inspections                                                  |
| Preparation and implementation of weekly routine maintenance program |
| Routine repairs & maintenance to pumps and ancillary equipment       |
| Routine, Urgent and Emergency Call-outs to attend to faults          |
| Preparation of monthly reports                                       |
| Occupational health & safety method statements & compliance          |
| Construction environmental management method statements & compliance |

### **Scheduled Maintenance Work**

#### **Routine Maintenance:**

The appointed service provider will be required to conduct monthly inspections, prepare weekly works programs and conduct the necessary servicing / repairs to existing sewer, saltwater pumpstations and ancillary equipment at the ELIDZ

Complete monthly inspection & submit condition report of Z1A **Indoor Waste Water Pump Station Assets**

- ❑ Maintain/Support 2 x Gorman Rupp T6 Pumps, 2 x 37 KW Motors, 4 x N/R Valves, 2 x Isolation valves, Suction & Delivery Pipe work, 2 x Vacuum & 2 x Pressure Gauges, Protection, Support Brackets, Covers and Name Plates - Application of Tectyl Marine Grade Corrosion retardant, greasing and lubricating will be included in this activity

- ❑ Maintain/Support Huber Rotamat R02/1000/3 Screen including electrical control panel, water supply lines, jets, bearings and differential controls
- ❑ Maintain/Support Main Electrical Distribution Control Panel for the plant room including display indication, filtered ventilation, 2 x Altivar 38 variable speed drives, protection equipment, single line diagrams, terminal connections and general cleaning
- ❑ Maintain/Support/Calibrate Endress + Hauser Magflo, level, differential instrumentation including display modules, control outputs, verification of I/O measurements required for Citect SCADA recordings & control
- ❑ Maintain/Support/Calibrate Endress + Hauser CE4 Measuring Station, including electronics, water sampler, analysis & protection instrumentation, pump, water supply, control outputs, verification of I/O measurements required for Citect SCADA recordings & control
- ❑ Maintain/Support Domestic Electrical installation including internal/external lighting, ventilation supplies, socket outlets, motor supplies, screen supply and CE4 measuring Station supply
- ❑ Cleaning of inlet channels and wet well sump

**Complete monthly inspection & submit condition report of Zone 1A Outdoor Waste Water Pump Station Assets**

- ❑ Maintain/Support 2 x Gorman Rupp T2 Pumps, Motors, N/R Valves, Isolation valves, Suction & Delivery Pipe work, Gauges, Protection, Support Brackets, Covers and Name Plates - Application of Tectyl Marine Grade Corrosion retardant, greasing and lubricating will be included in this activity
- ❑ Maintain/Support Main Electrical Distribution Control Panel
- ❑ Cleaning of wet well sump

**Complete monthly inspection & submit condition report of Complete Mariculture Sea Water Pump Station Assets - Including Reservoir Site, which details reconciliation of water delivery and consumption data**

- Maintain/Support 2 x ABS BE 425 - 2048 Pump Sets, 2 x 1LG4317 - 4AA60 - 2K20 + D60 200 KW Siemens Motors Size 315 L Therm CL 155 (F) IE1, 2 x Flygt BS 2720.390MT (241) Submersible Pumps, 1 x Submersible Pump, 4 x N/R Valves, 19 x Isolation Gate valves, 2 x Bermad Valves, Air valves All Pipe work inside the pump Station, All M&E Gauges, Fall Protection, Stairways, landings, Support Brackets, Covers and Name Plates - Application of Corrosion retardant, greasing and lubricating will be included in this activity
- Maintain/Support 2 x Hydrotech Drumfilters including electrical control panel, water supply lines, jets, bearings, filter panels and controls
- Maintain/Support/Calibrate All Control Instrumentation including display modules, float/ultrasonic levels, pressure transducer, control outputs, verification of I/O measurements required for Citect SCADA recordings & monitoring at the Reservoir Site
- Maintain/Support/Calibrate All Control Instrumentation including display modules, float/ultrasonic levels, pressure transducer, control outputs, verification of I/O measurements required for Citect SCADA recordings & monitoring at the Sea Water Pump Station
- Provide Annual certification for two (2) motorized winches and chains
- Maintain/Support two (2) motorized winches, including control wiring, lifting hooks, gantry and track



- Clear and remove Silt build-up around sea inlets cages in the gulley (anticipate 2 M3) on a bi-annual basis, remove cages, place temporary screens, clean cages and re-install cages  
- remove any debris in the inlet pipework before installing cages back into position

The Contractor will be required to compile and maintain log books recording all relevant detail for the duration of the project

A record shall be kept of each inspection and test stating at least the following:

- List of all equipment inspected
- The date and name of the person and company carrying out the services / tests / inspections
- Comments on the tests or inspections at the Admin Building in the Engineer's office

The record book shall be kept in the engineer's office and the Contractor shall also keep an updated duplicate of each log book at its own premises

#### Equipment and components removed

The contractor shall compile an inventory of all equipment and components that are removed during a replacement action. The inventory shall also indicate which equipment is still usable and is retained by the Contractor for future use in this contract

The service responsibilities stipulated shall not be construed as an exhaustive list and the Contractor shall be required to provide additional services or to comply with ancillary responsibilities to the extent that this may be required for the effective compliance with the stipulated responsibilities and to ensure that the Premises are serviced during Service Hours.

### **Unscheduled Maintenance Work**

The contractor will be required to respond to callouts on a 24/7/365 basis. Allowance has been made in the BOQ for:

- Emergency response (within 2 hrs)
- Urgent response (within 24 hours)
- Routine response (extra over during normal for works other than Scheduled Maintenance Work)

- PS1 A provisional sum has been allowed for the appointed service provider to supply, store and deliver necessary replacement parts and materials to site, subject to authorisation by the engineer
- PS2 A provisional sum has been allowed as a Contingency for non-scheduled works which may be required to the Pumpstations and which are not catered for in this document. Such works will be subject to authorisation by the engineer.
- PS3 A provisional sum has been allowed for works of a similar nature which may be required to the ELIDZ saltwater abstraction plant, subject to authorisation by the engineer
- PS5 A provisional sum has been allowed for daily/monthly permanent on site management as authorised by the engineer

#### 2.2.1.3 Extent of the Works

The maintenance services as defined above are required in Zone 1A and Zone 1B of the ELIDZ

Should the need arise the maintenance services may be extended to include one or more portions of new works undertaken on behalf of the ELIDZ. This additional work shall be undertaken at billed rates wherever possible.

**The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done.**

**The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the Engineer shall instruct the Contractor as to the actual extent of work to be carried out under each billed item.**

#### 2.2.1.4 Location of the Works

Zone 1 of the East London Industrial Development Zone is located within Buffalo City on the western side of the Buffalo River, between the East London port and airport.

The actual location of each sub-zone is shown on the locality plan included with the drawings and more fully described in the following table:

| SUB-ZONE | DESCRIPTION OF LOCATION                                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Zone 1A  | Situated south-west of Sunnyside, between the Harbour Arterial Road and Prince George Circuit, and accessed from the traffic circle at the lower end of the new Chester Road.                                                                                             |
| Zone 1B  | Situated west of Sunnyside, on the northern side of the Harbour Arterial Road and to the east of the Breezy vale Distributor Road, with access off the Breezy vale Distributor Road slightly north of the traffic circle at the western end of the Harbour Arterial Road. |
| Zone 1C  | Situated south-west of Sunnyside, on the northern side of the Harbour Arterial Road, with access off the Harbour Arterial, opposite the IDZ Transportation Building.                                                                                                      |
| Zone 1D  | Situated between Sunnyside and the airport, on the south of Settlers Way, and accessed from Millard road.                                                                                                                                                                 |

#### 2.2.1.5 Temporary Works

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Contractor, and the cost thereof shall be included in the rates for the respective items of work.

#### 2.2.2 Drawings Issued At Award Stage to successful tenderer

Drawings Issued At Award Stage to successful tenderer

## 2.2.3 PROCUREMENT

### 2.2.3.1 Preferential Procurement Procedures

The ELIDZ Procurement Handbook is included in envelope “A” of the tender submission and must be completed in full.

### 2.2.3.2 Subcontracting

As stipulated in the General Conditions of Contract, the Contractor shall not subcontract any part of the contract without the prior written consent of the Employer’s Agent. Accordingly, the Contractor shall submit his list of proposed subcontractors to the Employer’s Agent for approval, prior to commencement of any activities on site.

If feasible to subcontract for a contract above 30 million, ELIDZ will apply subcontracting to advance designated groups.

The successful tenderer must subcontract a minimum of 30% of the value of the contract to :

- An EME or QSE;
- And EME or QSE which is at least 51% owned by black people
- And EME or QSE which is at least 51% owned by black people who are youth;
- And EME or QSE which is at least 51% owned by black people who are women;
- And EME or QSE which is at least 51% owned by black people with disabilities
- And EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas of township
- A cooperative which is at least 51% owned by black people;
- And EME or QSE which is at least 51% owned by black people who are military veterans.

## 2.2.4 MAINTENANCE WORKS

### 2.2.4.1 Works Specifications

The standard specifications applicable to this contract are the following **South African Bureau of Standards Standard Specifications:**

|     |                    |                                                           |
|-----|--------------------|-----------------------------------------------------------|
| The | Act No. 85 of 1993 | The Machinery & Occupational Health and Safety Act        |
|     | SANS 10142-1       | The wiring of premises Part 1: Low-voltage installations* |
|     | SANS 10400         | The Application of the National Building Regulations*     |

### 2.2.4.2 Particular Specifications

The work to be undertaken entails the provision of maintenance services of the pump station equipment in accordance with the relevant Operating and Maintenance Manuals issued by the manufacturers.

### 2.2.5 **EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, some of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the contract and will be required to determine the position of all other known services which may be affected by his work, by consultation with the Engineer.

The Contractor may be required to undertake work in close proximity to existing services in which case he shall take all necessary precautions to prevent any damage to these services. Should his operations result in any damage to existing services, he shall immediately notify the Engineer who will inspect the damage and determine what further action is required. The Contractor shall be responsible for the cost of all repairs or reinstatement necessary, whether these are carried out with his own resources or by a third party.

### 2.2.6 **SITE ESTABLISHMENT**

#### a) **Facilities provided by the Employer**

Reticulated potable water exists within each zone of the IDZ. Should the Contractor require a supply of water to enable him to undertake any of his activities on the site then a suitable point of supply will be made available off the relevant reticulation. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

All zones of the IDZ are fully reticulated with electricity. Should the Contractor require an electrical connection then he shall discuss his requirements with the Employer's Agent who will arrange for a supply with the necessary capacity at a suitable position. The Contractor shall be responsible for the cost of removal and reinstatement on completion.

Arrangements will be made for the contractor's staff to use the ablution facilities available on the site provide that they are kept in a clean condition and the contractor takes responsibility for breakages caused by his employees.

The Employer is not able to assist with telecommunication facilities and the Contractor shall make his own arrangements for whatever telephone and facsimile facilities he may require.

#### b) **Facilities provided by the Contractor**

It is not envisaged that the Contractor will require a permanent campsite, with offices, storage or workshop facilities. Should establishment of any temporary facilities be required to enable the Contractor to carry out any aspect of the work, then the location and extent of such facilities shall require prior approval of the Employer's Agent

The Contractor will not be required to provide an office, telephone, vehicle or any other facilities or equipment for the exclusive use of the Employer, the Employer's Agent or their staff.

#### c) **Notice Boards**

A notice board is not required, nor will the Contractor be permitted to erect his own advertising board.

### 2.2.7 **SITE USAGE**

The Contractor shall restrict his operations to the immediate vicinity of the work being carried out and he shall not be permitted to unnecessarily obstruct or impact on other adjacent areas.

### 2.2.8 **PERMITS AND WAY LEAVES**

Permits and way leaves are required for work on the IDZ services.

### 2.2.9 **ALTERATIONS, ADDITIONS, AND EXTENSIONS TO EXISTING WORKS**

Wherever the Contractor is required to carry out new construction to lines and levels based on or tying into existing infrastructure, he shall first check that the information provided for the existing works is accurate and correct. Should there be any discrepancies as regards position, or defects in the quality of the existing work which may affect the proposed work, then the Contractor shall report these to the Employer's Agent and request clarification prior to proceeding with the new construction.

#### 2.2.9.1 **Survey and Setting Out**

The Contractor shall be solely responsible for the survey and setting out of any new work.

### 2.2.10 **MANAGEMENT**

#### 2.2.10.1 **Management of The Works**

##### a) **Planning and Programming**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall prepare and submit to the Employer's Agent a Maintenance Plan that provides full details of the sequence and timing of the scheduled inspections and maintenance activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Employer's Agent

In addition, one week before the end of each month, the Contractor shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled maintenance items and unscheduled additional work items as requested by the Employer's Agent and shall form the basis of the work to be carried out and paid for during the month. The Contractor shall not be entitled to claim for payment for scheduled items that have not been included in the monthly schedule and approved by the Employer's Agent

##### b) **Sequence of the Works**

The sequence of work shall be carried out strictly in accordance with the maintenance plan and monthly schedule as detailed above.

Certain other aspects of unscheduled work may be required from time to time in response to call-outs. The response to any call-out shall be categorised according to the need for urgency in attending to the call-out.

The applicable categories of call-out are defined as follows :

- i) Emergency Response : This shall be defined as an event that requires an immediate response or action to prevent and/or mitigate against damage, harm or injury to persons or property, or

to limit the disruption of services. The Contractor shall respond to an emergency call-out within 2 hours.

- ii) Urgent Response : This shall mean any failure or repair requirement that could significantly affect the services or pose a danger if left unattended for any length of time. The Contractor shall respond to an urgent call-out within 24 hours.
- iii) Routine Response: This shall apply to all other failures or repairs other than those requiring either an emergency or urgent response. These items shall be dealt with as unscheduled additional work items as requested by the Employer's Agent (refer to a) above).

All items of work shall be categorised as routine.

Items will however be included in the Bill of Quantities to allow for additional payment in the event that the Employer's Agent requires either an urgent or emergency response to a specific aspect of unscheduled work.

**c) Methods and Procedures**

Prior to the commencement of any work on the site the Contractor shall submit method statements for each separate maintenance, repair or construction activity that he is required to undertake. The method statements shall be submitted to the Employer's Agent for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with both Occupational Health and Safety and Environmental aspects.

The Contractor shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

**d) Quality Control**

The Contractor shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Contractor's logo, to enable them to be recognised at all times while on site.

The Contractor shall provide whatever samples of materials are required for approval prior to commencement, and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

**e) Environment**

Environmental considerations applicable to this project are detailed in the ELIDZ Construction Environment Management Plan (CEMP).

The Contractor shall ensure that he is fully aware of the requirements of the CEMP and that he understands his responsibilities regarding both his management of the project and the actual construction activities on site.

f) **Accommodation of Traffic**

The Contractor shall be responsible for the safety of all vehicular and pedestrian traffic affected by his work and shall provide the necessary deviations together with all warning signs, barricading and lighting fully in compliance with the requirements of the SADC Road Traffic Signs Manual.

The Contractor shall maintain access to all buildings and properties affected by his work and shall liaise with the relevant tenants and the IDZ to agree temporary or partial closure of any access point.

g) **Other Contractors**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Contractor may be required to co-ordinate his activities together with the activities of the other contractors, and shall be notified of specific requirements by the Employer's Agent

h) **Testing, Completion, Commissioning**

Each separate maintenance, repair or construction activity included in the contract shall be fully tested and independently commissioned on completion and shall immediately thereafter be made available for use by the ELIDZ or the relevant tenant.

i) **Communications**

All communication of whatever nature shall be through the Employer's Agent. The procedure for call-outs shall be discussed and agreed between the Contractor and the Employer's Agent prior to commencement.

Categorisation of call-outs and relevant response times are described in clause b) above.

j) **Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Contractor shall submit to the Employer or his representative detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission (at the time of contracting or during execution of the services), then the Contractor shall be required to submit for the prior approval of the Employer the names of personnel with equivalent or better qualifications and experience. Failure on the part of the Contractor to do so, shall permit the Client, without prejudice to its other rights, to summarily, and on such terms and notice as it may be deemed fit terminate the agreement.

k) **Management Meetings**

The Contractor shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Contractor shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

l) **Payments**

All payments to the Contractor shall be by means of electronic transfer and the Contractor shall provide his banking details to the Employer's Agent together with the initial payment claim.



m) **Records**

The Contractor shall be required to provide a detailed report following each scheduled inspection on an Excel spread sheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Employer's Agent and shall contain the following:

- Results of all routine inspections carried out
- A record of the regular maintenance activities undertaken
- A daily record of resources (both personnel and equipment) utilised on site.
- ELIDZ Labour Returns

The report shall be submitted within seven days of the scheduled inspection, and no payment will be made to the Contractor until the report has been received.

In addition the Contractor shall submit a brief report on each item of unscheduled repair work that he is required to carry out.

The report shall be submitted within seven days of completion of the unscheduled item of work, and no payment will be made to the Contractor until the report has been received.

n) **Payment Certificates**

Payment Certificates shall be drawn up in an agreed format based on the bills of quantities and any variation orders authorised. The date for submission of each payment claim shall be agreed with the Employer's Agent. The procedure for preparation of Payment Certificates shall be as follows :

- The actual quantity for each item shall be agreed with the Employer's Agent based on the cumulative total of the previous monthly quantity and any additional work carried out during the month.
- The Contractor shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.
- The Contractor shall provide a VAT invoice to the Engineer for the certified amount.
- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the contractor within 30 days from receipt of an invoice from the Employer's Agent.
- All invoices are to be submitted for the attention of the Employer's Agent who will in turn deliver the authorized invoices to Accounts.



o) **Permits**

The Contractor is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site. He shall make prior arrangements with the ELIDZ to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. These will be issued by the ELIDZ at no cost to the Contractor.

p) **Proof of Compliance with the Law**

The Contractor shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to :

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and Safety Act and Construction Regulations.

**2.2.11 Health and Safety Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the Occupational Health and Safety Act together with the Regulations referred to therein, as applicable to the scope of his activities.

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Hazard Identification and Risk Assessments, and preparation of a Health and Safety Plan. All necessary documentation shall be prepared and submitted for comment and approval immediately after the contract award and prior to commencement with any work on site.

Specific Health and Safety considerations applicable to this project are detailed in the ELIDZ Occupational Health and Safety Specification.

Method statements submitted for the Contractor's maintenance activities shall include details of compliance with Occupational Health and Safety and shall be submitted immediately after the contract award.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ Occupational Health and Safety standards prior to their undertaking any work within the IDZ premises.

The Contractor shall provide the necessary personal protective equipment and clothing to all staff as necessary for the type of work being carried out.

Wherever the Contractor's staff may be subjected to hazardous substances, excessive dust or noise, then he is to arrange for pre and post-employment medical examinations on the relevant employees.

No member of the Contractor's staff shall be allowed on site while under the influence of alcohol or drugs. Any member of his staff that exhibits any signs of alcohol or drug usage shall be removed from the ELIDZ premises by security staff.

The Contractor shall be responsible for the protection of the public in the areas in which he is working and shall provide barricades and lighting as necessary to ensure their safety. He shall

also be responsible for the safe control of traffic wherever his works impact on the existing roadways.

#### **2.2.14 Environmental Management Plan (EMP) Requirements and Procedures**

The Contractor shall comply with all relevant aspects of the ELIDZ Construction Environmental Management Plan (CEMP) together with the Regulations referred to therein, as applicable to the scope of his activities.

The ELIDZ CEMP is attached as Appendix B

Particular attention must be paid to the issuing of the relevant Notices, appointment of responsible people, undertaking Environmental Risk Assessments, and preparation of Method Statements for comment and approval prior to commencement with any work on site.

The Contractor shall ensure that all his personnel are properly inducted with respect to the ELIDZ CEMP standards prior to their undertaking any work within the IDZ premises.

## **2.3 SITE INFORMATION**

2.3.1 Existing Services

2.3.2 Existing Buildings

2.3.3 Environmental Restrictions

## **2.3 SITE INFORMATION**

### **2.3.1 EXISTING SERVICES**

All areas within which the Contractor is required to undertake maintenance operations are serviced with the full range of civil, electrical and communication services, most of which are below ground. The Contractor will be issued with drawings showing the positions of the services that are included in the scope of work that comprises his contract. He will be required to determine the position of all other known services which may be affected by his work, by consultation with the Employer's Agent

### **2.3.2 EXISTING BUILDINGS**

Numerous buildings exist within the area in which the Contractor is required to undertake maintenance operations. Should the Contractor require drawings of any existing building to enable him to undertake his activities on site, then he shall request these from the Employer's Agent, who will make the necessary arrangements with the ELIDZ or other consultants for the provision of the record drawings for these buildings.

### **2.3.3 ENVIRONMENTAL RESTRICTIONS**

Certain areas within the ELIDZ have been designated as "Environmentally sensitive areas". Drawings indicating the location and extent of these areas can be obtained by request from the Employer's Agent Under no circumstances shall the Contractor enter or use these areas for any purpose whatsoever, without the specific written approval of the Employer's Agent

# APPENDICES

# **APPENDIX A**

## **ELIDZ OHS Regulations**

# **APPENDIX B**

## **ELIDZ CEMP**