



EMALAHLENI LOCAL MUNICIPALITY

TENDER DOCUMENT: ELM 09/2023

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

EMPLOYER:

Emalahleni Local Municipality
P.O Box 3
Witbank
1035

Acting Municipal Manager

Tel No.: +27 (13) 690 6911
Fax No.: +27 (17) 690 6207
E-mail: matlebojanes@emalahleni.gov.za

QUERIES:

Directorate: Technical Services
LW Mchunu
Tel No.: 013 653 5721
E-mail: s700155@emalahleni.gov.za

Supply Chain Management
Mr LD Nkosi
Tel No.: +27 (13) 690 6505
E-mail: nkosild@emalahleni.gov.za

Tenderer:

Total of the prices inclusive of value added tax: R

Amount in words:

CSD Registration Number:

Preferences claimed for tendered contract participation goal of: NOT APPLICABLE

EMALAHLENI LOCAL MUNICIPALITY



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T1.1 TENDER NOTICE

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Emalahleni Local Municipality hereby invites service providers for the appointment of service providers for the supply, delivery, offloading, monitoring of water and wastewater treatment chemicals and laboratory reagents as and when required for a period of thirty – six (36) months

Tender documents with full specifications can be obtained from www.emalahleni.gov.za or www.etenders.gov.za.

The closing time for receipt of tenders is **11:00** on **28 July 2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

Any technical enquiries relating to the tender document may be directed to Ms LW Mchunu at telephone number 013 653 5721 during working hours or e-mails may be sent to s700155@emalahleni.gov.za. Supply Chain Management queries may be directed to Ms Z. Moroku on masangonz@emalahleni.gov.za or on (013) 690 6483/6497/6484.

Bidders are required to collect raw water samples for the purpose of jar testing. To arrange for collection of raw water samples from Witbank, Ga-Nala and Rietspruit water Treatment plant a written request must be sent to LW Mchunu (s700155@emalahleni.gov.za) No tenderer will be allowed into the water treatment plants to collect raw water samples without approval via email from LW Mchunu. An attendance register will be kept at the plants and signed by Bidders as proof that raw water samples were collected for jar testing purposes.

Fully completed tender documents, clearly marked “**Tender No. ELM 09/2023 APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS**” must be placed in a sealed envelope and placed in the **tender box** situated on the **First floor**, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 **by no later than 11h00 on 28/07/2023**.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **90** points will be allocated in respect of price and **10** points in respect of Specific goals.

The specific goals allocated points in terms of this tender:

A maximum of 10 points may be awarded to a tenderer for the specific goals specified for enterprises owned by historically disadvantaged persons or individuals who meet the following requirements -

- for 100% black person or people owned enterprise 2 points
- for at least 30% woman or women shareholding or owned enterprise 2 points
- for at least 30% youth shareholding or owned enterprise 2 points
- for at least 30% people living with disability shareholding or owned enterprise 2 points
- for enterprise regarded as EME located within the local area of jurisdiction. 2 points

(The Municipality will utilize the CSD report to verify the above-mentioned information)

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

S. MATLEBJOANE
ACTING MUNICIPAL MANAGER

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO:09/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY,
DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE
WATER TREATMENT CHEMICALS AND LABORATORY
REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

T1.2 TENDER DATA

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	
F.1.1	The Employer is: <i>Emalahleni Local Municipality</i> <i>P.O Box 3</i> <i>Emalahleni</i> <i>1035</i>
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Project Notice T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules

	THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance
F.1.2	C1.2 Contract Data C1.3 Performance guarantee Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3 Scope of Work Part C5 : Relevant Documentation Health and Safety Specifications Pro-forma agreement in terms of Occupational Health and Safety Act
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.4	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	Site briefing meeting Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time. Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time. Location: NO BRIEFING SCHEDULED

F.2.11	<p>Alterations to documents</p> <p>Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F2.13	<p>Submitting tender offer:</p> <p>No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description.</p> <p>Tender No: ELM 09/2023 Appointment of service providers for the supply, delivery, offloading, monitoring of water and wastewater treatment chemicals and laboratory reagents as and when required for a period of thirty – six (36) months</p> <p>Location of tender Box: Main Entrance Ground Floor Emalahleni Local Municipality Building Physical Address: EMALAHLENI LOCAL MUNICIPALITY, CNR Mandela & Arras Street EMALAHLENI, 1035</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>All tender received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.3.11	<p>Tender evaluation points</p> <p>The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals.</p>

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

Evaluation of Tenders

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.

The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers

Evaluation Criteria

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

Size of enterprise and current workload

- Evaluation of the Tenderer's position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

Staffing profile

Evaluation of the Tenderer's position in terms of:

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

Proposed Key Personnel

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and

	<ul style="list-style-type: none"> References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p> <p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for EMALAHLENI LOCAL MUNICIPALITY (ELM) projects or other clients. Reference of clients other than ELM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> Experience in the relevant technical field Experience of contracts of similar size Some or all of the references will be contacted to obtain their input. <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p>
	<p>If the Tender does not meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties</p> <p>The EMALAHLENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. Impose a financial penalty at the discretion of Council <p>Restrict the contractor, its shareholders and directors on obtaining any business from the EMALAHLENI LOCAL MUNICIPALITY for a period of 5 years</p>
F.3.11.5	<p>Evaluation Method 4</p> <p>Which entails the balance between financial offer, preferences and Quality and 90-10 points system, will be adopted.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>The additional conditions of Tender are:</p> <p>1 Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p>

	<p>2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p> <p>3 The Emalahleni Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</p>																						
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p> <ul style="list-style-type: none"> (i) Health and Safety Specifications (ii) Pro-forma agreement in terms of Occupational Health and Safety Act (iii) Notification of construction work (iv) Pro-forma contract between contractor and worker (v) Pro-forma attendance register (vi) Contract person days calculation format (vii) Contractor's monthly report format 																						
F.3.11.6	<p>Evaluation Criteria</p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <p>Only those tenderers who score a minimum score of 70 points in respect of the following functionality criteria will proceed to the price and preference goals.</p> <table border="1"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td colspan="2">STAGE 1: FUNCTIONAL EVALUATION</td></tr> <tr> <td>Tenderer's experience</td><td>30</td></tr> <tr> <td>Proposed organizational Staffing and Key Personnel</td><td>40</td></tr> <tr> <td>Implementation plan & methodology to implement allocated work</td><td>10</td></tr> <tr> <td>Quality assurance plan</td><td>20</td></tr> <tr> <td>Maximum total evaluation points for quality (M_s)</td><td>100</td></tr> <tr> <td colspan="2">STAGE 2 : PRODUCT SUITABILITY EVALUATION</td></tr> <tr> <td>Settled Turbidity Results</td><td>25</td></tr> <tr> <td>Filtered Turbidity Results</td><td>25</td></tr> <tr> <td>Maximum total evaluation points for quality (M_s)</td><td>50</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	STAGE 1: FUNCTIONAL EVALUATION		Tenderer's experience	30	Proposed organizational Staffing and Key Personnel	40	Implementation plan & methodology to implement allocated work	10	Quality assurance plan	20	Maximum total evaluation points for quality (M_s)	100	STAGE 2 : PRODUCT SUITABILITY EVALUATION		Settled Turbidity Results	25	Filtered Turbidity Results	25	Maximum total evaluation points for quality (M_s)	50
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Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **90/10** preference point system.

Technical Proposals

All bid proposals received will firstly be evaluated on the following scoring criteria on the basis of functionality and price. Prospective bidders must at least achieve a minimum score of 70% in respect of functionality in order to be regarded as responsive and to qualify for further evaluation.

FUNCTIONAL EVALUATION CRITERIA

STAGE 1

The following documents are required from tenderers which will be used as **gate keepers**. Tenders who fail to supply these documents will be disqualified and not eligible for functional evaluation.

Valid SABS certificate for water treatment chemicals and NSF certificate for coagulants,
NSF/ANSI standard 60 certificate

SABS ISO 14001:2004 valid certificate

SABS ISO 9001:2008 valid certificate

OHSAS 18001:2007 valid certificate

OR

A signed and stamped support letter from manufacturer who possess the above certificate
(**Attach valid certified certificate**) for supply of chemical for the duration of the contract.

CRITERIA		SCORE
SCHEDULE 1	TENDERS EXPERIENCE: Proof of previous experience (past 5 years) (provide appointment letters): <ul style="list-style-type: none">• Non-responsive (0) Tenderer has no experience or no information has been provided• Poor (max 5) Tenderer has previous work experience but not relevant to scope of work.• Satisfactory (max 15) Tenderer has relevant experience. Tenderer has completed 1 – 4 similar projects.• Excellent (max 30) Tenderer has outstanding work experience in projects of a similar nature. Tenderer has completed ≥5 similar projects.	30
SCHEDULE 2	PROPOSED ORGANIZATIONAL, STAFFING& KEY STAFF EXPERIENCE <ul style="list-style-type: none">• Non-responsive (0) Tenderer has no experience and qualified staff• Poor (max 5) Tenderer 1-2 or more qualified key staff members who possess (Grade 12 or college certificates in water and waste water treatment• Satisfactory (max 10) Tenderer 1-2 or more qualified key staff members (National Diploma in	40

	<p>Water Care, Chemical Eng or Analytical chemistry with registration to relevant professional bodies</p> <ul style="list-style-type: none"> • Good (max 20) Tenderer 1-2 or more qualified key staff members with (B.Eng, B. Eng, B.Tech in Water Care, Chemical Eng, Water Utilisation or BSc in Chemistry) with registration to relevant professional bodies • Very good (max 25) Tenderer 1-2 or more qualified key staff members (B.Eng, B.Tech in Water Care, Chemical Eng, Water Utilisation or BSc in Chemistry with registration to relevant professional bodies • Excellent (max 40) Tenderer 1-2 or more qualified key staff members (D.Eng or M Eng, in Water Care, Chemical Engineering or Chemistry with registration to relevant professional bodies 	
SCHEDULE 3	<p>IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT ALLOCATED WORK (10 max score)</p> <ul style="list-style-type: none"> • Non-responsive (score 0) No information has been provided • Poor (max score 2) The implementation plan is sketchy; the key activities are not synchronized. The implementation plan is weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience. • Satisfactory (max score 5) The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan is adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables. • Excellent (max score 10) Besides meeting the “good” rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable. 	10
SCHEDULE 4	<p>QUALITY ASSURANCE PLAN</p> <ul style="list-style-type: none"> • Non-responsive (score 0) No information has been provided. The tenderer did not respond or comply with this evaluation schedule. The 	20

	<p>tenderer does not have a quality assurance system</p> <ul style="list-style-type: none"> • Poor (max score 5) The tenderer's quality control procedures are unlikely to ensure compliance with the employer's requirements • Satisfactory (max score 10) The tenderer's quality control procedures are possibly able to ensure compliance with stated employer's requirements • Good (max score 20) The tenderer's quality control procedures meet the quality assurance requirements expected by the employer. 	
	TOTAL	100

NB! Tenderers who obtain a minimum of 70 points from the functional evaluation will be eligible for stage 2 of the evaluation process for product suitability

EVALUATION SCHEDULE 1

TENDERS EXPERIENCE

The experience of the tenderer in similar projects and conditions in relation to the scope of work will be evaluated here. Describe company or individual experience in regard to the above scope of work and attach this to this schedule.

Proof of previous work history must be attached for e.g. appointment or reference letter etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Tenderers Experience score card

Tenders Experience in the past 5 years	
Non-responsive (0)	Tenderer has no experience or no information has been provided
Poor (max 5)	Tenderer has previous work experience but not relevant to scope of work.
Satisfactory (max 15)	Tenderer has relevant experience. Tenderer has completed 1 – 5 similar projects.
Very good (max 30)	Tenderer has outstanding work experience in projects of a similar nature. Tenderer has completed >5 similar projects.

TO BE COMPLETED BY THE SERVICE PROVIDER

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

EVALUATION SCHEDULE 2

PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The Tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implement this tender.

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

Proposed organization, staffing & key staff experience	
Non-responsive (0)	Tenderer has no experience and qualified staff
Poor (max 5)	Tenderer 1-2 qualified key staff members who possess (Grade 12 or college certificates in water and waste water treatment
Satisfactory (max 10)	Tenderer 1-2 qualified key staff members (National Diploma in Water Care, Chemical Eng or Analytical chemistry
Good (max 20)	Tenderer 1-2 qualified key staff members with (B.Eng, BEng, B.Tech in Water Care, Chemical Eng, Water Utilization or BSc in Chemistry)
Very good (max 25)	Tenderer 1-2 qualified key staff members (B.Eng, B.Tech in Water Care, Chemical Eng, Water Utilization or BSc in Chemistry
Excellent(max 40)	Tenderer 1-2 qualified key staff members (D.Eng or M Eng, in Water Care, Chemical Engineering, Water Utilization or Chemistry. Professional registration will be an added advantage

EVALUATION SCHEDULE 3 IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT ALLOCATED WORK

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

The scoring of the approach paper will be as follows:

Implementation plan and Methodology (max 10)

Non-responsive (score 0)	No information has been provided
Poor (max score 2)	The implementation plan is incomplete, the key deadlines weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 5)	The implementation plan is complete, the technical level and composition of the plan are adequate and consistent with both timing and deliverables.
Very good (max score 10)	Besides meeting the “good” rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

The approach paper must respond to the scope of work and outline the proposed approach / methodology. The approach should articulate what added values the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain:

- His /her understanding of the objectives of the assignment,
- The Employer’s stated and implied requirements
- Highlight the issues of importance
- Explain the technical approach they would adopt to address them.

The approach paper should explain:

- the methodologies which are to be adopted,
- demonstrate the compatibility of those methodologies with the proposed approach,

The approach should also include a quality plan which,

- Outlines processes, procedures and associated resources,
- Applied by whom and when, to meet the requirements,
- Indicate how risks will be managed,
- What contribution can be made regarding value management?

EVALUATION SCHEDULE 4

QUALITY ASSURANCE PLAN

The quality control practices and procedures which ensure compliance with the employer's requirements will be evaluated.

The tenderer must provide a copy of the tenderer's Quality Management System and Procedures

The plan must include emergency response procedure

Non-responsive (score 0)	No information has been provided. The tenderer did not respond or comply with this evaluation schedule. The tenderer does not have a quality assurance system
Poor (max score 5)	The tenderer's quality control procedures are unlikely to ensure compliance with the employer's requirements
Satisfactory (max score 10)	The tenderer's quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (max score 20)	The tenderer's quality control procedures meet the quality assurance requirements expected by the employer.

STAGE 2

EVALUATION SCHEDULE

COAGULANT SUITABILITY FOR APPLICATION

Tenders will be evaluated on the performance of the coagulant on raw water collected from Emalahleni Local Municipality water treatment plants. Attendance register for collection of raw water samples will be kept at the Witbank, Ga Nala and Rietspruit Water Treatment plants which will be signed off by tenders as proof of collection of raw water samples for Jar testing

The raw water quality is subject to change due to fluctuating weather conditions and pollution on the water resource. In such a case the service provider must conduct the necessary optimisation test and recommend a suitable product for effectively treating the raw water. The analysis stipulated below are average figures but the values can vary throughout the year and jar tests should be conducted monthly to determine the suitable coagulant.

Determinant	Witbank	Ga-Nala	Rietspruit
pH	7.25- 8.02	7.76-8.24	7.67-8.12
Electrical conductivity	75.6 mS/m	12.60 mS/m	54.5 mS/m
Turbidity	1.8 – 40 NTU	2.20 – 40 NTU	2.20 – 40 NTU
Total dissolved Solids	491.4 mg/l	81.90 mg/l	352 mg/l
Total Alkalinity as CaCO ₃	80 – 125	102-160	83.7-105

To be completed by the bidder for coagulant of choice with valid NSF/ANSI 60 certificate from manufacture

Witbank Water Treatment plant

Properties	Coagulant	Any other information supplied by the bidder
Chemical Name		
Chemical Family		
Commercial Name		
Main active ingredients		
Chemical Formulae		
pH		

Density, kg/m ³		
Specific Gravity (at 25 °C)		
Viscosity (at 25 °C), kg·m/s		
Appearance		
Colour		
Stability		
Solids, % m/m		
Optimal pH range for performance		

Ga- Nala Water Treatment plant

Properties	Coagulant	Any other information supplied by the bidder
Chemical Name		
Chemical Family		
Commercial Name		
Main active ingredients		
Chemical Formulae		
pH		
Density, kg/m ³		
Specific Gravity (at 25 °C)		
Viscosity (at 25 °C), kg·m/s		
Appearance		
Colour		
Stability		
Solids, % m/m		
Optimal pH range for performance		

Rietspruit Water Treatment plant

Properties	Coagulant	Any other information supplied by the bidder
Chemical Name		
Chemical Family		
Commercial Name		
Main active ingredients		
Chemical Formulae		
pH		
Density, kg/m ³		
Specific Gravity (at 25 °C)		
Viscosity (at 25 °C), kg·m/s		
Appearance		
Colour		
Stability		
Solids, % m/m		
Optimal pH range for performance		

PRODUCT SUITABILITY SCORE CARD

SUMMARY OF STAGE 1 AND STAGE 2 FUNCTIONAL EVALUATION

Description of Quality Criteria	Maximum number of tender evaluation points
STAGE 1 : FUNTIONAL EVALUATION	
Tenderer's experience	30
Proposed organizational Staffing and Key Personnel	40
Implementation plan & methodology to implement allocated work	10
Quality assurance plan	20
Maximum total evaluation points for quality (M_s)	100
STAGE 2 PRODUCT SUITABILITY EVALUATION	
Settled Turbidity Results	25
Filtered Turbidity Results	25
Maximum total evaluation points for quality (M_s)	50

NB! Tenderers who obtain a minimum of 70 points from the functional evaluation will be eligible for the product suitability analysis.

STAGE 2

EVALUATION OF PRODUCT: JAR TEST RESULTS

The performance of the coagulant: The jar test results of the coagulant will be used to measure performance of the coagulant. Bidders who are eligible for stage 2 of the evaluation process will be contacted to provide the recommended product for the purpose of jar test evaluation.

Name of Water Treatment Plant	Name of Recommended Chemical Coagulant	Raw Water Turbidity (NTU)	Settled Water Turbidity (NTU)	Filtered Water Turbidity (NTU)
Witbank WTP				
Rietspruit WTP				
Ga-Nala WTP				

Settled water

Non-responsive (0)	Tenderer has not submitted any sample coagulant
Poor (max score 5)	Settled water turbidity is >5 NTU
Satisfactory (max score 10)	Settled water turbidity is between >3.1 - <4.9 NTU
Good (max score 15)	Settled water turbidity is ≥ 1.1 - ≤ 3.0 NTU)
Very good (max score 25)	Settled water turbidity is ≤ 1.0 NTU)

Filtered water

Non-responsive (0)	Tenderer has not submitted any sample coagulant
Poor (max score 5)	Filtered water turbidity is >1 NTU
Satisfactory (max score 10)	Filtered water turbidity is between >0.8 - <0.9 NTU
Good (max score 15)	Filtered water turbidity is ≥ 0.5 - ≤ 0.7 NTU)
Very good (max score 25)	Filtered water turbidity is ≤ 0.4 NTU)

Summary of stage 2 functional evaluation

ITEM	DESCRIPTION	MAXIMUM POINTS
1	Settled NTU	25
2	Filtered/Final NTU	25
3	Maximum total evaluation points	50

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes, failure to submit the following documents will disqualify the tenderer.

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Proposed Key Personnel
Form H	Valid SABS ISO 9001:2008 for Quality Management systems Valid SABS ISO 18001:2007 approval certificate for occupational health and safety management systems Valid SABS ISO 14001:2004 approval certificate for environmental management systems requirements Valid NSF approval certificate for drinking water treatment chemicals Or Signed Support letter from manufacturer specifying commitment of supply for the duration of the tender period and product
Form I	Schedule of Proposed Sub-Contractors
Form J	Financial References
Form K	Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
Form L	Registration on National Treasury Central Supplier (CSD) Database
Form M	Municipal Rates and Taxes
Form N	Company profile
Form O	Material Safety Data Sheet (MSDS)
Form P	Annual Audited Financial Statement for the past three years/ since establishment if established in less than three years as required by law.

MBD 1	Tax compliance requirements
MBD 4	Declaration of Interest
MBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022
MBD 7.1	Contract Form – Purchase of Goods
MBD 7.2	Contract Form – Rendering of Services
MBD 7.3	Contract Form – Sale of Goods/Works
MBD 8	Declaration of bidder's past supply chain management practices
MBD 9	Certificate of Independent bid determination

Returnable Documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Materials



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 09/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY,
DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE
WATER TREATMENT CHEMICALS AND LABORATORY
REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

4. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number:

Tax reference Number:

5. Record in the service of the state:

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of 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 information:

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

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

Signature :..... Position:.....

Full name of signatory:

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title of Details

Name of Tenderer:.....

Date:.....

Signature :.....

Position:

Full name of signatory:

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date).....

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

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

ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD

FORM D PREFERENCE SCHEDULE – MBD 6.1

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.3 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.3 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.4 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.5 “EME” means any enterprise with an annual total revenue of R5 million or less.

- 2.6 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.7 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.8 **“non-firm prices”** means all prices other than “firm” prices;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.13 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.14 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 Two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points for Specific Goals

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people shareholding or owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 3 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	2 points	

POINTS AWARDED FOR SPECIFIC GOALS

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

6. BID DECLARATION

DECLARATION WITH REGARD TO COMPANY/FIRM

6.3. Name of company/firm.....

6.4. Company registration number:

6.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.** Appointment letters and Completion certificates should be attached.

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:.....

Signature :

Full name of signatory:

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM G PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

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

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

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM H QUALITY COMPLIANCE

The tenderer must attach to this page the following documents:

Valid SABS ISO 9001:2008 for Quality Management systems

Valid SABS ISO 18001:2007 approval certificate for occupational health and safety management systems

Valid SABS ISO 14001:2004 approval certificate for environmental management systems requirements

Valid NSF approval certificate for drinking water treatment chemicals

Or

Signed Support letter from manufacturer which specifies commitment of supply for the duration of the contract

FORM I SCHEDULE OF PROPOSED SUB-CONTRACTORS

Appointment of the proposed sub-contractors is subject to approval by EMALAHLENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Name of Tenderer:

Date :

Signature :

Full name of signatory:

FORM J FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

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

BANK NAME:										
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>										
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 40px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	(Tick which is appropriate)
0-6 months	<input type="checkbox"/>									
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

<p align="center">FORM K Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/ Company/ Sole proprietor</p>

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) **CERTIFICATE OF COMPANY**

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No. ELM ?? and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....

..... hereby authorize Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No. ELM ?? and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,, hereby authorize Mr/Ms,

acting in the capacity of, to sign all documents in connection with the tender for Contract No. ELM ?? and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) **CERTIFICATE FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company .

.....

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

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

FORM L Registration on National Treasury Central Supplier

		Signature. Name Designation.....
--	--	---

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

(V) **CERTIFICATE FOR SOLE PROPRIETOR**

I,, hereby confirm that I am the sole owner of the
Business

trading as

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.

FORM M Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:

(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Utility Account Number	Name of Municipality	Name of Owner

ATTACH AN ORIGINAL OR A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.

Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)

FORM N COMPANY PROFILE

The tenderer must attach to this page a Detailed Company Profile (detailing relevant past experience)

FORM O MATERIAL SAFETY DATA SHEET

The tenderer must attach Material safety data sheet for chemicals

FORM P ANNUAL AUDITED FINANCIAL STATEMENTS

The tenderer must attach to this page the Annual Audited Financial Statement for the past three years/ since establishment if established in less than three years as required by law.

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number :

2.5 Tax Reference Number :

2.6 VAT Registration Number:

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

¹"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

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

Full Name	Identity Number	PersonalTax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3
ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF

CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

P_s = Points scored for price of tender under consideration
P_t = Price of tender under consideration
P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2points	
2.	for at least 30% woman or women shareholding or owned enterprise	2points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 3 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	2 points	
The Municipality will utilize the CSD report for the above-mentioned information.			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

v) The information furnished is true and correct;

vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

viii) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was Applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply With the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of

the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 09/2023

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documentation

- C5 Health & Safety Specifications



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 09/2023

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: request for proposals for provision of potable water and waste-water treatment through modular package plants for a period of 36 months

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

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness

Name Date

ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site information

Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations. Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

1 **Subject**

Details

2 **Subject**

Details

3 **Subject**

Details

4 **Subject**

Details

5 **Subject**

Details

6 **Subject**

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Emalahleni Local Municipality – Mandela Street)

Name & Signature

Of Witness _____ Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Emalahleni Local Municipality
1.2.1.2	The address of the Employer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6300 Facsimile: 013 690 6207
6.2.1	Public liability insurance to a maximum of R1 million.
5.2.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
5.5.1 1.1.1.14	The Works shall be completed within the timeframe stated by the contractor at tender stage.
5.6.1	The Contractor shall deliver his programme of work within 14 days.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
5.1.1	The Works shall be completed within the timeframe stated by the contractor

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works (3RD EDITION 2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is: Name:
1.2.1.2	The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

C1.3 FORM OF GUARANTEE

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

WHEREASat
EMALAHLENI LOCAL MUNICIPALITY
(Hereinafter referred to as "the Employer")

entered into, on the Day of2023, at

a Contract with

at
(Hereinafter called "The Contractor")

for the **APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTEWATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY SIX MONTHS** as per Scope of work AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
has/have at the request of the Contractor, agreed to give such security;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 20

As witnesses:

- | | | |
|----|-------|---|
| 1. | | Signature |
| 2. | | Duly authorised to
sign on behalf of |
| | | Address |
| | | |
| | | |



TENDER NO: ELM 09/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY,
DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE
WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS
AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 EVALUATION AND ADJUDICATION CRITERIA

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 09/2023

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C2.1 PRICING INSTRUCTIONS

General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do

	the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. **Descriptions**

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. The standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. **References**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under “reference clause” in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

6. **Units of measurement**

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kW	kilowatt
l	litre
m	metre
mm	millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m ²	square metre
m ³	cubic metre

m ³ -km	cubic metre-kilometre
m ² -pass	square metre-pass
no	number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
sum	lump sum
t	ton (1 000 kg)

7. **Net measurements**

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

8. **Quantities**

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the employer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

11. **Rates and prices**

11.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the

bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.

- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

11.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

12. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

C2.2 Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **90/10** preference point system.

Technical Proposals

All bid proposals received will firstly be evaluated on the following scoring criteria on the basis of functionality and price. Prospective bidders must at least achieve a minimum score of 70% in respect of functionality in order to be regarded as responsive and to qualify for further evaluation.

FUNCTIONAL EVALUATION CRITERIA

CRITERIA		SCORE
SCHEDULE 1	TENDERS EXPERIENCE: Proof of previous experience (past 5 years) (provide appointment letters): <ul style="list-style-type: none"> • Non-responsive (0) Tenderer has no experience or no information has been provided • Poor (max 5) Tenderer has previous work experience but not relevant to scope of work. • Satisfactory (max 15) Tenderer has relevant experience. Tenderer has completed 1 – 4 similar projects. • Excellent (max 30) Tenderer has outstanding work experience in projects of a similar nature. Tenderer has completed ≥5 similar projects. 	30
SCHEDULE 2	PROPOSED ORGANIZATIONAL, STAFFING& KEY STAFF EXPERIENCE <ul style="list-style-type: none"> • Non-responsive (0) Tenderer has no experience and qualified staff • Poor (max 5) Tenderer 1-2 or more qualified key staff members who possess (Grade 12 or college certificates in water and waste water treatment with registration to relevant professional bodies • Satisfactory (max 10) Tenderer 1-2 or more qualified key staff members (National Diploma in Water Care, Chemical Eng or Analytical chemistry with registration to relevant professional bodies • Good (max 20) Tenderer 1-2 or more qualified key staff members with (B.Eng, B. Eng,B.Tech in Water Care, Chemical Eng, Water Utilisation or BSc in Chemistry) with registration to 	40

	<p>relevant professional bodies</p> <ul style="list-style-type: none"> • Very good (max 25) Tenderer 1-2 or more qualified key staff members (B.Eng, B.Tech in Water Care, Chemical Eng, Water Utilisation or BSc in Chemistry with registration to relevant professional bodies • Excellent (max 40) Tenderer 1-2 or more qualified key staff members (D.Eng or M Eng, in Water Care, Chemical Engineering or Chemistry with registration to relevant professional bodies 	
SCHEDULE 3	<p>IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT ALLOCATED WORK (10 max score)</p> <ul style="list-style-type: none"> • Non-responsive (score 0) No information has been provided • Poor (max score 2) The implementation plan is sketchy; the key activities are not synchronized. The implementation plan is weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience. • Satisfactory (max score 5) The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan is adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables. • Excellent (max score 10) Besides meeting the “good” rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable. 	10
SCHEDULE 4	<p>QUALITY ASSURANCE PLAN</p> <ul style="list-style-type: none"> • Non-responsive (score 0) No information has been provided. The tenderer did not respond or comply with this evaluation schedule. The tenderer does not have a quality assurance system • Poor (max score 5) The tenderer’s quality control procedures are unlikely to ensure compliance with the employer’s requirements • Satisfactory (max score 10) The tenderer’s 	20

	<p>quality control procedures are possibly able to ensure compliance with stated employer's requirements</p> <ul style="list-style-type: none"> • Good (max score 20) The tenderer's quality control procedures meet the quality assurance requirements expected by the employer. 	
	TOTAL	100

BILL OF QUANTITIES

VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

PRICING GUIDELINES

Pricing should include handling, transport for the delivery, off-loading at the works. The quoted amount shall include all costs associated with safe transportation, supply, and delivery and off-loading of required goods

The quantities allocated in the Bill of quantities are for evaluation purposes only, the allocation of work will be subject to the availability of the budget in the financial year.

Description	Unit	Quantity per year	Rate(R)	Amount per year(R)	
Preliminary & General	Sum	1			
Safety compliance	Sum	1			
Total	R				
Water and Wastewater Treatment Chemicals					
Description	UNIT	Estimated Quantity per year	Estimated Quantity per 3 years	Rate per ton(R)	Annual Costs (R).
Witbank WPP Coagulant	1 Ton	360 tons	1080 tons		
Rietspruit WPP Coagulant	1 Ton	50 tons	150 tons		
Ga-Nala WPP Coagulant	1 Ton	50 tons	150 tons		
Witbank WPP: Chlorine Gas	925kg	240 tons	720 tons		
Ga-Nala WPP: Chlorine Gas	925kg	5 tons	13 tons		
Rietspruit WPP: Chlorine Gas	70kg	3 tons	7tons		
Klipspruit STP: Chlorine Gas	925kg	4 tons	10 tons		
Thubelihle STP:Chlorine Gas	925kg	9 tons	25tons		
Ferrobank STP: Chlorine Gas	70kg	4 tons	10 tons		
Riverview STP: Chlorine Gas	925kg	4 tons	10 tons		
Naaupoort STP: Chlorine Gas	925kg	4 tons	10 tons		
Rietspruit STP: Chlorine Gas	70kg	2 tons	5 tons		
Phola STP: Chlorine Gas	925kg	2 tons	5 tons		
Witbank Dam pools: Chlorine Gas	70kg	1 tons	3 tons		
Witbank WPP White Lime	25kg	90 tons	270 tons		
Witbank WPP White Lime	1Tons	120 tons	360 tons		
Ga-Nala WPP White lime	25kg	22 tons	68 tons		
Rietspruit WPP White Lime	25kg	1 tons	3 tons		
Witbank WPP: Bentonite	25kg	10 tons	30 tons		
Witbank WPP Bentonite	1 Tons	55 tons	165 tons		
Ga-Nala WPP Bentonite	25kg	3 tons	9 tons		
Phola STP: Ferric Chloride	1Ton	5 tons	15 tons		
Klipspruit STP: Ferric Chloride	1Ton	5 tons	15 tons		
Bankenveld Package Plant:	25 kg	5 Tons	15 Tons		

Sodium hypochlorite					
Naauwpoort STP: Ferric Chloride	1Ton	7 tons	20 tons		
Riverview STP: Ferric Chloride	1Ton	5 tons	15 tons		
Thubelihle STP: Ferric Chloride	1Ton	5 tons	15 tons		
Rietspruit STP: Ferric Chloride	1Ton	5 tons	15 tons		
Ferrobank STP: Ferric Chloride	1Ton	5 tons	15 tons		
Ga-Nala STP: Ferric Chloride	1Ton	5 tons	15 tons		
HTH Granules (ALL Plants)	25kg	50 tons	150 tons		
HTH Chips (ALL Plants)	25kg	50 tons	150 tons		
LABORATORY CHEMICALS/REAGENTS					
PRODUCT	UNIT	Estimated Quantity per year	Estimated Quantity per 3 years	Rate per ton(R)	Annual costs (R)
DPD 1 Lovibond tablets	box	240 boxes	720 boxes		
DPD 1 Chlorine free powder pillow	Pkt	20 packets	60 packets		
Nitrates powder pillows HACH (NitroVer5 0.1-30mg/l)	pkt	240 packets	720 packets		
Nitrates TNT vial HACH	box	67 boxes	200 boxes		
Sulfates powder pillows HACH	pkt	10 packets	30 packets		
Sulfate TNT 865 HACH	box	67 boxes	200 boxes		
Fluoride (SPADNS 2 (Arsenic-Free) HACH	box	5 boxes	15 boxes		
Ammonia powder pillows HACH (cyanurate & salicylate) Nitrogen Ammonia 0.01-0.50 mg/l	pkt	240 packets	720 packets		
Ammonia TNT 832 HR HACH	box	50 boxes	150 boxes		
Ammonia TNT 831 LR HACH	box	50 boxes	150 boxes		
Ammonia TNT 830 ULR HACH	box	50 boxes	150 boxes		
Chloride HACH (Mercuric Thiocyanate & Ferric Iron Solution)	box	39 boxes	117 boxes		
Phosphate powder pillow HACH PhosVer3	pkt	240 packets	720 packets		
Phosphorus TNT 844 HR HACH	box	67 boxes	200 boxes		
Zinc powder pillows HACH (Cyclohexanone & ZincoVer5)	pkt	39 packets	117 packets		
Copper powder pillows HACH	pkt	39 packets	117 packets		
Iron TNT 858 HACH	box	67 boxes	200 boxes		
Manganese powder pillow HACH	pkt	40 packet	120 packet		
Aluminium TNT 848 HACH	box	84 boxes	250 boxes		
Hardness TNT 869 HACH	box	67 boxes	200 boxes		
Alkalinity TNT 870 HACH	box	167 boxes	500 boxes		
Lead TNT 850 HACH	box	67 boxes	200 boxes		
Hyserve compact Dry EC	pkt	333 packets	1000 packets		
Hyserve compact Dry TC	pkt	333 packets	1000 packets		

Hyserve compact Dry CF	pkt	333 packets	1000 packets		
HPC FOR Quant-Tray IDEXX	pkt	24 packets	72 boxes		
Colilert 18 IDEXX	box	24 boxes	72 boxes		
Quanti-Tray 51 wells per 100ml	box	27 boxes	80 boxes		
Quanti-Tray/2000 97 wells per 100ml	box	27 boxes	80 boxes		
Autoclave tape	pkt	2 packets	6 packets		
Sodium Thiosulphate granules	kg	1 x 1kg	3 x 1kg		
Calibration standards pH(4,7,10) HACH	bottle	216 x 500ml bottles	648 x 500ml bottles		
Phenol red tablets HACH	box	67 boxes	200 boxes		
Calibration standard NTU HACH StablCal Stabilized Formazin Set 2100Q	set	3 sets	9 sets		
Calibration standard Conductivity 1413 μ S/cm	bottle	72 x 500ml bottles	216 x 500ml bottles		
Calibration standard Conductivity 1000	bottle	7 x 500 ml bottles	20 x 500 ml bottles		
Filter membrane	box	7 boxes	12 boxes		
Gas canister defilers	ml	7 x 300ml	12 x 300ml		
Gas canister	no	1	1		
KCl	bottle	34 x 500ml bottles	100 x 500ml bottles		
COD TNT 822 HR HACH	box	67 boxes	200 boxes		
COD TNT 821 LR HACH	box	67 boxes	200 boxes		
IDEXX 120ml bottles with thiosulphate	bottle	15x200 box of bottles	45 x 200 box of bottles		
HCl 0.02N-02 M	bottle	13 x 2.5litres bottles	40 x 2.5litres bottles		
Ethanol 70%	bottle	13 x 2.5 litres bottles	40 x 2.5 litres bottles		
Ammonia Solution		1 x 201litres	3 x 201litres		
HQd Portable D0 meters HACH		9x	9x		
Jar Stirrer lab Programmable 6 paddles		4x	4x		
Wastewater Engineering Treatment & Resources (Metcalf & Eddy)		1x	1x		
Laboratory Bio-Hazardous Waste management		4x	12x		
Lab glassware detergent 1.8kg ALCONOX powder		3x	9x		
Total Bid amount excl VAT	R				
VAT @15%	R				
Total Bid amount incl VAT	R				

Annual price escalation will be according to the producer price index (PPI) for chemicals

EMALAHLENI LOCAL MUNICIPALITY



APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C3.1: DESCRIPTION OF THE WORKS

General Information

A Purpose

Appointment of service providers for the supply, delivery, offloading, monitoring of water and waste water treatment chemicals and laboratory reagents as and when required for a period of thirty-six (36) months

Type of contract

The contract is a 36 months contract.

Submission of proposals

The proposal must be sealed in an envelope clearly marked “**ELM 09/2023: APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS**” must be deposited in the tender box of Emalahleni Local Municipality on or before the closing date of **28 July 2023**. Bid documents must be signed by an authorized agent to bind the consultant to its provisions.

B Background

Emalahleni Local Municipality (ELM) is an authorized Water Service Provider (WSP) and a Water Service Authority (WSA) under the area of its jurisdiction. The municipality is therefore responsible for provision of potable water that is compliant with SANS 241:2015 and also treatment of sewer that does not harm the environment. In order to fulfill this function water treatment chemical are required for effective water purification process. Water treatment process involves removing of undesirable chemicals, biological contaminants and suspended solids from water.

OVERVIEW OF THE TREATMENT WORKS

Emalahleni Local Municipality (ELM) is a Water Services Authority and a Water Services provider and has 3 Municipal Dams, 3 x Water and 8 x Wastewater Treatment Works, bulk distribution storage systems and reticulation systems under its jurisdiction. The chemicals will be supplied as and when required on the plants below.

Water and Wastewater Treatment Works

Works	Process Description	Design Capacity ML per day
Witbank WTW	Raw water abstraction from Witbank Dam to Point B raw water storage dam. The raw water is dosed with lime for pH adjustment via Lime Silos or feeders flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to Point D Reservoir	90 ML/d
Ga-Nala WTW	Raw water abstracted from the Jericho Scheme. The raw water is dosed with lime for pH adjustment, flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to the Main Reservoir	15 ML/d
Rietspruit WTW	Raw water abstraction from Rietspruit dam; flocculation; settling; filtration; disinfection; clear water pumping; command reservoir.	4 ML/d
Phola WWTW	Raw pump station, mechanical screens, ponds, biological filters, secondary settling tanks, drying beds, contact tank with pumps and chlorination system	8 ML/d
Ferrobank WWTW	Mechanical screens, PST, biological filters, secondary settling tanks, drying beds contact tank, and chlorination system	14 ML/d

Naaupoort WWTW	Mechanical screens, PST, BNR, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	10 MI/d
Klipspruit WWTW	Mechanical screens, PST, BNR, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	10 MI/d
Riverview WWTW	Mechanical screens, PST, BNR , secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	12 MI/d
Ga-Nala WWTW	Manual screens, PST, BNR, secondary settling tanks, drying beds, contact tank and chlorination system	4.2 MI/d
Thubelihle WWTW	Mechanical screens, PST, BNR, biological filters, secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	6 MI/d
Rietspruit WWTW	Mechanical screens, PST, BNR , secondary settling tanks, drying beds, contact tank, sludge digesters and chlorination system	2 MI/d
Phola reservoirs	Chlorine booster station for storage reservoir	9.8 MI
Municipal Pools	Recreational municipal pools	

LOCATION OF THE WORKS

All the works are located within the municipal area Witbank, Ogies/ Phola Rietspruit and Ga-Nala of Emalahleni Local Municipality.

C Scope of Work

The following chemicals shall be supplied as and when required for the water and waste water plants at Emalahleni Local Municipality.

Chemical Name	Packaging
White Lime	25kg
White Lime	Tons
Bentonite	25kg
Bentonite	Tons
Chlorine gas	70/68 kg cylinder & 1 Ton drum(925kg)
HTH Granules/Chips	25kg bucket
Coagulant	Tons
Ferric Chloride	Tons
Lab reagents	See BOQ
Powder Activated Carbon	25kg
Cationic Polyacrylamides	Tons
Sodium Hypochlorite (15%)	25kg

PRODUCT SPECIFICATION

1. Product: White Lime	
Appearance	White Powder
Typical Analysis	%m/m
Calcium Oxide (CaO)	74
Magnesium Oxide (MgO)	0.60
Silica (SiO ₂)	1.0
Carbon Dioxide (CO ₂)	1.0
Available Lime as CaO	69.0
Sulphate (SO ₃)	0.13
Iron (Fe)	0.20
Alumina (Al)	0.10
Calculated Compositions	%m/m
Calcium Carbonate (CaCO ₃)	1.80
Calcium Hydroxide (Ca[OH] ₂)	95.00
Free water	Max 1.5%
Metals Content	ppm
Manganese	

2. Product: Ferric Chloride	% m/m
Appearance	Dark Orange to Brown solution
FeCl ₃	42.5 – 43.5
FeCl ₂	0.5% max
SG (at 20Deg C)	1.45 min
Hydrochloric Acid	1 max
3. Product :Liquid Chlorine gas	%m/m
Appearance	Greenish liquid chlorine under pressure
Chlorine as Cl ₂	99.5% m/m minimum
4. Product HTH Chips or granules(Calcium Hypochlorite)	
Appearance	Chips or granules
Calcium Hypochlorite	60-70% concentration by weight
Hydrated Lime	1-5% concentration by weight
pH	12.36
Vapour density	6.9
5. Product : Bentonite	
Appearance	Grey – Fawn powder
Chemical Analysis	%
SiO ₂	62.2
Al ₂ O ₃	18.6
Fe ₂ O ₃	3.5
TiO ₂	0.2
CaO	0.8
MgO	3.7
K ₂ O	0.7
Na ₂ O	2.4
L.O.I	7.9
MINERALOGY (APPROXIMATE)	%
% Montmorillonite 94	
% Quartz	5.5
% Mica	0.5
PHYSICAL PROPERTIES	
Moisture (%)	8-12
Specific gravity (g/cm ³)	2.51

Loose bulk density (g/cm ³)	1.1
Particle size distribution	< 15% retained on 150 µm
Grit	4,11% retained on 53 µm
pH (30g in 60ml water)	9-10
Swelling index (ml/2g)	25
Cation exchange capacity (meq/100g)	78.6
Product : Sodium Hypochlorite	
Description	Sodium hypochlorite is a clear pale greenish yellow solution
Density (g/cm ³ at 20°C)	1,23 min
Available Chlorine when despatched (Cl ₂) % m/v	15 min
Sodium Hydroxide (NaOH) % m/vl	1,5 max
Stability: When the solution is kept in the dark at a temperature of 20°C to 25°C and tested on the 14th day after date of despatch the available chlorine content shall not be less than 13% m/v. Nevertheless all hypochlorite solutions decompose slowly on standing with the formation of sodium chlorate and sodium chloride with the evolution of some oxygen.	

QUALITY COMPLIANCE

- The tenderer shall be responsible for compliance to Occupational, Health and Safety legislations and all other regulations associated with handling and transportation of the chemicals. The proof of compliance for safe transportation of these chemicals will be required upon appointment.
- Valid SABS ISO 9001:2008 approval certificate for quality management systems requirements
- Valid SABS OHSAS 18001:2007 approval certificate for occupational health and safety management systems.
- Valid SABS ISO 14001:2004 approval certificate for environmental management systems-requirements with guidance for use
- Valid NSF/ANSI 60 approval certificate for drinking water treatment chemicals

- Coagulant must be NSF/ANSI 60 approved and shall have contaminant concentrations from the individual chemicals that comply with that specified in the standard.
- The Contractor must be strictly in compliance with the Occupational Health and Safety Act 85 of 1993 and specifically with Regulation 7 of the General Administrative Regulations of the Occupational Health and Safety Act 85 of 1993. Subject to provisions of Section 10 (3) and (4) of the Act, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSI Z400.1. 1993 with regard to:
 - a) Product and company identification;
 - b) Composition/information or ingredient;
 - c) Hazards identification;
 - d) First-aid measures;
 - e) Fire-fighting measures
 - f) Accidental release measures
 - g) Handling and storage
 - h) Exposure control/personal protection
 - i) Physical and chemical properties
 - j) Stability and reactivity
 - k) Toxicological information
 - l) Ecological information
 - m) Disposal consideration
 - n) Transport information
 - o) Regulatory information
- Provided it is not reasonably practical to provide a material safety data sheet, the manufacturer, importer, seller or supplier shall supply the receiver of any hazardous chemical substance with sufficient information to enable the user to take the necessary measures with regard to health and safety measures.
- **Skills transfer for ELM process controller must be done for the following:**
- Service provider shall provide free chlorine handling training for connecting and disconnecting of chlorine cylinders and drums, including chlorine safety training.

- Appointed tender shall conduct **on site** monthly jar tests and conduct training for the municipality Process Controllers. Jar test evaluation report with optimisation recommendations must be submitted to the plant superintendent.
- Monthly performance report indicating performance of the chemicals must be submitted to ELM with recommendations.
- Based on the recommended dosage the quality of the treated water at the water purification works must adhere to quality compliance tolerances of the SANS 241 specifications for drinking water quality.
- The Contractor at an assized Weighbridge must determine the mass of each delivery. The method of weighing should accurately reflect the mass of chemical delivered.
- Coagulant must be labelled with company's name and attach product MSDS (Material Data Safety Sheet) and COA (Certificate of Analysis).
- The jar tests for functional evaluation will be at the cost of the bidders, and no claims or whatsoever may be advanced towards the municipality in this respect.

DELIVERY POINTS

Water Purification Works:

Witbank Water Purification Plant
 Ga-Nala Water Purification Plant
 Rietspruit Water Purification Plant
 Phola reservoir

Waste Water plants

Riverview Waste water Plant
 Klipspruit Waste water Plant
 Naauport Waste water Plant
 Thubelihle Waste water Plant
 Ga-Nala Waste water Plant
 Rietspruit Waste water Plant
 Ferrobank Waste water Plant

Municipal Pools

Witbank Dam

Ezinambeni

TRANSPORTATION OF BULK CHEMICALS FOR DELIVERIES

- The vehicle driver must be a Certified Hazchem Driver
- The vehicle used for delivery of chemicals must be adequately equipped to off-load chemicals at the delivery point.
- The vehicle must also be in a sound operational condition to ensure no leakage of chemical, oils and other undesirable substances when delivering or transporting chemicals to site.
- The vehicle is to be clearly marked and carry all necessary safety equipment to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
- Non-compliance with the above will render the supplier in breach of contract and any remedial work arising from such a situation will be for the supplier's account.
- The Contractor must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
- Non-compliance with the above shall render the vehicle unfit to enter the premises. The contractor however will still be responsible to ensure that the product is delivered.
- Vehicles must comply with the relevant legislation for transportation of hazardous chemicals.

LOADING AND OFF- LOADING OF THE REQUIRED CHEMICALS

- Orders for chemicals will be made as and when required during the contract period, delivery to be required within 7 days after a written request to deliver.
- All deliveries will be done in the presence and under the control of the Plant Supervisor, or his nominee, who will certify receipt of quantities delivered.
- Certificate of Analysis (COA) for all delivered chemicals must be supplied by contractor before off-loading of coagulant.
- No chemical will be accepted without a valid COA

- Sample of the coagulant will be collected by authorised ELM authorised personnel before offloading of coagulant.
- Liquid Coagulants to be off-loaded directly into the bulk storage tanks in the chemical dosing building at the water treatment plant.
- Chlorine gas shall be offloaded in the chlorine rooms and placed securely with a crane truck or 70kg chlorine trolley.
- Personnel of the treatment plants will not assist the contractor to off-load the chemicals and the vehicle should have the necessary offloading equipment (e.g. crane truck, transfer pump).
- Deliveries to reach sites during normal working hours between the hours of 08H00 and 16H30, unless otherwise agreed by the Superintendent of the Works.
- In the event of cost being incurred due to late delivery, this will be on supplier's account.

STORAGE FACILITIES

The following storage facilities are available for coagulants:

Witbank Water Purification Works:

Coagulant bulk storage tank : 50 tons

Bentonite bulk storage : 30 tons

Lime bulk storage : 30 tons

Ga-Nala Water Purification Works:

Coagulant bulk storage tank : 2 x 9 tons

Rietspruit Water Purification Works:

Coagulant bulk storage tank : 2 x 10 tons

Additional conditions

- The lowest or any proposal will not necessarily be accepted, and Emalahleni Local Municipality reserves the right to accept the whole or any portion of a proposal.
- All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
- Bidders are requested to furnish the full registered name of the bidding company on the bid.
- Bidders are also required to **initial** each page of the proposal.

- **Corrections may not be made by means of a correction fluid or tape such as Tipp-ex or a similar product.** In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. **The Municipality reserves the right to reject the proposal if corrections are not made in accordance with the above.**
- No price increases will be considered in the event of payments made against invoiced prices



EMALAHLENI LOCAL MUNICIPALITY

APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING, MONITORING OF WATER AND WASTE WATER TREATMENT CHEMICALS AND LABORATORY REAGENTS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

TENDER NO: ELM 09/2023

C5 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

- Annexure A - Pro-forma agreement in terms of Occupational Health and Safety Act

ANNEXURE A

Pro-forma agreement in terms of Occupational Health and Safety Act

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

✓ The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

✓ The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- ✓ (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- ✓ (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- ✓ (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- ✓ (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- ✓ (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- ✓ (f) Forward "safety meeting" minutes to the representative/Agent.

✓ For the Employer: _____ Date: _____

✓ Witnesses: 1) : _____ 2) _____

✓ For the Contractor: _____ Date: _____

✓ Witnesses: 1) : _____ 2) _____

CONTRACTOR'S SELF COMPLIANCE CHECK SHEET

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
4	Have you completed and signed the MBD 6.1 form - Preference points claim form in terms of the Preferential Procurement Regulations 2022		
5	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	
6	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submit a copy of your CSD Report?	YES	
7	Have you completed and signed the Bill of Quantities?	YES	
8	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
9	Is the Company registered with the Construction Industry Development Board (CIDB) in terms of the category required in this Specification? Have you submit a copy of your CIDB Certificate?	N/A	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

