



EMALAHLENI LOCAL MUNICIPALITY

ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

<p>EMPLOYER:</p> <p>Emalahleni Local Municipality P.O Box 3 Witbank 1035</p> <p>Municipal Manager Tel No.: +27 (13) 690 6911 Fax No.: +27 (17) 690 6207 E-mail: maiselahs@emalahleni.gov.za</p>	<p>QUERIES:</p> <p>Directorate: Technical Services LW Mchunu Tel No.: 013 653 5721 E-mail: s700155@emalahleni.gov.za</p> <p>Supply Chain Management Mr. LD Nkosi Tel No.: +27 (13) 690 6502 E-mail: nkosild@emalahleni.gov.za</p>
<p><i>Tender Closing Date:</i> Wednesday, 04 October 2023 at 11:00</p>	
<p>Tenderer:</p>	
<p>CIDB Registration Number:</p>	
<p>Total of the prices inclusive of value added tax: R</p>	
<p>Amount in words:</p>	
<p>CSD Registration Number:</p>	
<p>Preferences claimed for tendered contract participation goal of : NOT APPLICABLE</p>	

EMALAHLENI LOCAL MUNICIPALITY



TENDER DOCUMENT: ELM 44/2023
REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES
PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS
SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA
LITRES PER DAY WASTE-WATER TREATMENT THROUGH
MODULAR PACKAGE PLANT A BANKENVELD ESTATE FOR A
PERIOD OF 36 MONTHS

CONTENTS

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
- 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 Documents

EMALAHLENI LOCAL MUNICIPALITY



TENDER DOCUMENT: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT PLANT THROUGH MODULAR PACKAGE AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

T1.1 PROJECT NOTICE

Emalahleni Local Municipality hereby invites service providers for proposals for the provision of 40 Mega litres per day potable water package plant at various sites within Emalahleni Local Municipality and 5 Mega litres per day waste-water treatment plant at Bankenveld Estate through modular package plant for a period of 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 Wednesday, **04 October 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 during 013 653 5721 working hours or e-mails may be sent to s700155@emalahleni.gov.za. Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484 or masangonz@emalahleni.gov.za.

Fully completed tender documents, clearly marked "**Tender No. ELM 44/2023: REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS**" with "**NAME of TENDERER**" 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 or sent via courier services to the above-mentioned address. Couriered documents should be addressed to the first floor, Supply Chain Management Offices of the aforementioned address and delivered **no later than 11h00 on 04**

October 2023. The envelope must be endorsed with number, title and closing date as indicated above.

The **TWO ENVELOPE SYSTEM** shall be applicable to this tender where the first envelope shall comprise of the **Technical proposal** and the second envelope shall comprise of the **Financial proposal**. Both envelopes are to be clearly marked as indicated above.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emalahleni Local Municipality. 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.

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 total of 8 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 -

- 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

A total of 2 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- 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

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

**HS MAYISELA
MUNICIPAL MANAGER**

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO:44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 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

	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p>
F.1.2	<p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C5 : Relevant Documentation</p> <p>Health and Safety Specifications</p> <p>Pro-forma agreement in terms of Occupational Health and Safety Act</p>
F1.3	<p>Interpretation</p> <p>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.</p>
F.1.4	<p>The Employer's right to accept or reject any tender offer</p> <p>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.</p>
F.2.2	<p>Compensation of tendering</p> <p>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.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>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.</p>
F.2.5	<p>Reference documents</p> <p>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.</p>
F2.6	<p>Acknowledge Addenda</p> <p>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.</p>
F.2.7	<p>Site briefing meeting</p> <p>No Briefing</p>
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</p>

	masking fluid are prohibited.
F2.13	<p>Submitting tender offer: 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 44/2023 REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT PLANT THROUGH MODULAR PACKAGE AT BANKENVELD ESTATE FOR A PERIOD OF 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 (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
- Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- 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> <ol style="list-style-type: none"> 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. 2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered

	<p>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 The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows: 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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description of Quality Criteria</th> <th style="text-align: center;">Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Tenderer's experience</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Proposed organizational Staffing and Key Personnel</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Capacity to execute and implement the tender</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Quality Assurance Plan</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Implementation plan to implement the allocated work</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Audited Financial Statement</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Maximum total evaluation points for quality (M_s)</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Tenderer's experience	30	Proposed organizational Staffing and Key Personnel	20	Capacity to execute and implement the tender	20	Quality Assurance Plan	10	Implementation plan to implement the allocated work	10	Audited Financial Statement	10	Maximum total evaluation points for quality (M_s)	100
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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.

NB! Tender evaluation shall be a **TWO (2) envelop system (functionality and financial evaluation)**.

FUNCTIONAL EVALUATION CRITERIA

CRITERIA		SCORE
SCHEDULE 1	<p>TENDERS EXPERIENCE:</p> <p>Proof of previous experience (past 5 years) (provide appointment letters):</p> <ul style="list-style-type: none"> • More than 3 projects of more than 5MI/d (30 points) • 1 - 3 projects of more than 5MI/d (10 points) • 1 project of more than 5MI/d (5 points) 	30
SCHEDULE 2	<p>PROPOSED ORGANIZATIONAL, STAFFING & KEY STAFF EXPERIENCE</p> <p>Project team (provide CV and qualifications):</p> <ul style="list-style-type: none"> • ECSA register Chemical Engineer / Technologist specializing in the field for at least years (5 points) • ECSA register Electrical Engineer / Technologist (Control & Instrumentation) specializing in the field for at least years (3 points) • ECSA register Electrical Engineer / Technologist (Heavy Current) specializing in the field for at least years (2 points) • ECSA register Mechanical Engineer / Technologist specializing in the field for at least years (5 points) • Class IV/V process Controllers in water and wastewater treatment (5 points) 	20
SCHEDULE 3	<p>CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION (PHYSICAL RESOURCES)</p> <p>Resources (provide justifiable proof of ownership):</p> <ul style="list-style-type: none"> • Package plants manufacturing workshop (5 points) • Proof of credible design software's (5 points) • Proof of credible operation monitoring system (on and off site) - (2 points) • Transport fleet (minimum 5 company owned fleet) - (3 points) • Proof of accredited laboratory to conduct compliance chemical physical and microbiological water analysis. Service Level Agreement with accredited Lab will be accepted (5 points) 	20

<p>SCHEDULE 4</p>	<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 8) - The tenderer’s quality control procedures are possibly able to ensure compliance with stated employer’s requirements • Good (max score 10) - The tenderer’s quality control procedures meet the quality assurance requirements expected by the employer. 	<p>10</p>
<p>SCHEDULE 5</p>	<p>IMPLEMENTATION PLAN TO IMPLEMENT ALLOCATED WORK</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 4) 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. • Good (max score 5) The implementation plan is complete, well balanced i.e. they show good deliverables clear duties, use of equipment, responsibilities, timeframes and staff complement relevant to the project. The allocated work will be executed on time with safety. The methodology indicates good experience to implement the allocated work. • 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. 	<p>10</p>

SCHEDULE 6	Audited annual financial statements for the past 3 financial years <ul style="list-style-type: none"> • Gross profit percentage <ul style="list-style-type: none"> ○ > 20% - (2 points) ○ 15% - (1.5 points) ○ 10% - (1 points) ○ 5% - (0.5 points) • Net profit percentage <ul style="list-style-type: none"> ○ > 10% - (2 points) ○ 7.5% - (1.5 points) ○ 5% - (1 points) ○ 2.5% - (0.5 points) • Current ratio <ul style="list-style-type: none"> ○ 3% - (2 points) ○ 2% - (1.5 points) ○ 1.5% - (1 points) ○ 1% - (0.5 points) • Quick ratio <ul style="list-style-type: none"> ○ 1 - (2 points) ○ 0.75% - (1.5 points) ○ 0.5% - (1 points) ○ 0.25% - (0.5 points) • Debt ratio <ul style="list-style-type: none"> ○ 0.3% - (2 points) ○ 0.4% - (1.5 points) ○ 0.5% - (1 points) ○ 0.6% - (0.5 points) 	10
	TOTAL	100

Site visits shall be conducted on potential tenderers as part of tender evaluation.

Functional evaluation shall have a threshold of 70%.

EVALUATION SCHEDULE1: TENDERER’S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see clause 2.1(3) of the tender data.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER NO: ELM 44/2023: REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter, completion certificates that indicates the value of work completed 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).

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

The scoring of the tenderer’s experience will be as follows:

1	Tenders Experience: Proof of previous experience (past 5 years) (provide appointment letters): <ul style="list-style-type: none"> • More than 3 projects of more than 5Ml/d (30 points) • 1 - 3 projects of more than 5Ml/d (10 points) • 1 project of more than 5Ml/d (5 points) 	30
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Signed

Date

Name

Position

SCHEDULE 2

EVALUATION SCHEDULE PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER NO: ELM 44/2023: REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS BASIS** e.g. (the removal of g and provision of street cleaning) will be evaluated.

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 implementation of 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.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work which includes garden waste removal and street cleaning.

NB: Please attach proof of the following documentation: Curriculum Vitae, etc. Failure to submit the documents will result in no points given

The scoring of the proposed organization and staffing will be as follows:

SCHEDULE 2	PROPOSED ORGANIZATIONAL, STAFFING& KEY STAFF EXPERIENCE Project team (provide CV and qualifications): <ul style="list-style-type: none">• ECSA register Chemical Engineer / Technologist specializing in the field for at least years (5 points)• ECSA register Electrical Engineer / Technologist (Control & Instrumentation) specializing in the field for at least years (3 points)• ECSA register Electrical Engineer / Technologist (Heavy Current) specializing in the field for at least years (2 points)• ECSA register Mechanical Engineer / Technologist specializing in the field for at least years (5 points)• Class IV/V process Controllers in water and wastewater treatment (5 points)	20
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SCHEDULE 3

**EVALUATION SCHEDULE
CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION (PHYSICAL
RESOURCES)**

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender. The physical resources should include a list of the main requirements as wells the back-up equipment.

Proof of ownership or lease, or quotation to acquire physical resources for main and back-up equipment must be attached to the document. **Failure to attach may result in no point's allocation.** All physical resources indicated in the below schedule or attached must be roadworthy.

The vehicles specified below must solely be committed to the operations of the maintenance of gravel roads, with the exclusion of weekends, provided the schedule will be completed by Friday. Replacing equipment/ vehicles will only be allowed with the prior authorization of the municipality to ensure the capacity and reliability is the same as committed in the tender on which the award was based. **(A new 5-day schedule will be implemented).**

NB: Proof of ownership or lease, or quotation to acquire physical resources for main physical resources, (vehicle & equipment) must be attached to the document.

LIST OF MAIN PHYSICAL RESOURCES AND EQUIPMENT TO BE USED ON PROJECT

SCHEDULE 3	CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION (PHYSICAL RESOURCES) Resources (provide justifiable proof of ownership): <ul style="list-style-type: none">• Package plants manufacturing workshop (5 points)• Proof of credible design software's (5 points)• Proof of credible operation monitoring system (on and off site) - (2 points)• Transport fleet (minimum 5 company owned fleet) - (3 points)• Proof of accredited laboratory to conduct compliance chemical physical and microbiological water analysis, Service Level Agreement with accredited Lab will be accepted (5 points)	20
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SCHEDULE 4
EVALUATION SCHEDULE
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

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 8)	The tenderer's quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (max score 10)	The tenderer's quality control procedures meet the quality assurance requirements expected by the employer.

NB: Failure to attach the Quality Assurance Plan may result in no points allocated.

**SCHEDULE 5
EVALUATION SCHEDULE**

IMPLEMENTATION PLAN TO IMPLEMENT THE ALLOCATED WORK

Synchronize the activities with key timeframes until completion of the allocated work. The main activities and roles of responsibilities team members 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.

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 4)	The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan are adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables.
Good (max score 5)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties, use of equipment, responsibilities, timeframes and staff complement relevant to the project. The allocated work will be executed on time with safety. The methodology indicates good experience to implement the allocated work.
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.

**SCHEDULE 6
EVALUATION SCHEDULE**

AUDITED FINANCIAL STATEMENTS

If the value of the transaction is expected to exceed R10 million (VAT included), bidders are required to furnish –

- (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –

(aa) for the past three years; or

(bb) since their establishment if established during the past three years.

SCHEDULE 6	Audited annual financial statements for the past 3 financial years <ul style="list-style-type: none"> • Gross profit percentage <ul style="list-style-type: none"> ○ > 20% - (2 points) ○ 15% - (1.5 points) ○ 10% - (1 points) ○ 5% - (0.5 points) • Net profit percentage <ul style="list-style-type: none"> ○ > 10% - (2 points) ○ 7.5% - (1.5 points) ○ 5% - (1 points) ○ 2.5% - (0.5 points) • Current ratio <ul style="list-style-type: none"> ○ 3% - (2 points) ○ 2% - (1.5 points) ○ 1.5% - (1 points) ○ 1% - (0.5 points) • Quick ratio <ul style="list-style-type: none"> ○ 1 - (2 points) ○ 0.75% - (1.5 points) ○ 0.5% - (1 points) ○ 0.25% - (0.5 points) • Debt ratio <ul style="list-style-type: none"> ○ 0.3% - (2 points) ○ 0.4% - (1.5 points) ○ 0.5% - (1 points) ○ 0.6% - (0.5 points) 	10
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Signed

Date

Name

Position



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

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	Schedule of Plant and Equipment
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 Database
Form M	Municipal Rates and Taxes
Form N	Company profile
Form O	Audited Annual Financial Statement
Form P	Implementation plan to execute the allocated work

MBD1	Tax compliance requirements
MBD4	Declaration of Intrest
MBD 6.1	Preference points claim form in terms of the Preferential Procurement Regulations 2022
MBD 6.2	Declaration certificate for local production
MBD 7.1	Contrat Form – Purchase of Goods
MBD 7.2	Contract Form – Rendering of Services
MBD 7.3	Contract Form – Sale of Goods/Works
MBD8	Declaration of bidder’s past supply chain management practices
MBD9	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 Quantities



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 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. **CIDB Registration number:**
4. **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.

5. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number:

Tax reference Number:

6. Record in the service of the state:

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

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

If any of the above boxes are marked, disclose the following 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 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 CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

..... :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

3.

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 an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		Signature: Name: Designation:
CIDB Reg No:		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:

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

Where

- 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 8 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	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 2 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise regarded as EME located within the local area of jurisdiction.	2 points	

5.2 POINTS AWARDED FOR SPECIFIC GOALS

5.3

5.4 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:

5.5 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—

5.6 (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

5.7

5.8 (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

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Chemical Engineer/Technologists						
Electrical Engineer/Technologists (Control and Instrumentation)						
Electrical Engineer/Technologists (Heavy current)						
Mechanical Engineer/Technologists						
Class IV/V Process Controllers						
Others:.....						

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 SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) **Details of major equipment owned by me / us and immediately available for this contract.**

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM J FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the last 3 years' set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

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: 20px; 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> (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"/>
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:

FORM K Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/ Company/ Sole proprietor

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 AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....
		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 L Registration on National Treasury Central Supplier Database

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

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

COMPANY PROFILE

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

FORM O AUDITED ANNUAL FINANCIAL STATEMENT

If the value of the transaction is expected to exceed R10 million (VAT included), bidders are required to furnish –

(j) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –

(aa) for the past three years; or

(bb) since their establishment if established during the past three years.

FORM P IMPLEMENTATION PLAN TO EXECUTE THE ALLOCATED

Synchronize the activities with key timeframes until completion of the allocated work. The main activities and roles of responsibilities team members 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.

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:

.....

.....

.....

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

YES / NO

2.9.1 If so, furnish particulars.

.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members 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	Personal Tax 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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

(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 8 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	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 2 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.

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

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.

MBD 9

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 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 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 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 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 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE 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.

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

Tender No: ELM 44/2023

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 **REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 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 |
| | | |
| | | |

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 EVALUATION AND ADJUDICATION CRITERIA

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 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.
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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.

NB! Tender evaluation shall be a **TWO (2) envelop system (functionality and financial evaluation)**.

FUNCTIONAL EVALUATION CRITERIA

CRITERIA		SCORE
SCHEDULE 1	<p>TENDERS EXPERIENCE:</p> <p>Proof of previous experience (past 5 years) (provide appointment letters):</p> <ul style="list-style-type: none"> • More than 3 projects of more than 5M/d (30 points) • 1 - 3 projects of more than 5M/d (10 points) • 1 project of more than 5M/d (5 points) 	30
SCHEDULE 2	<p>PROPOSED ORGANIZATIONAL, STAFFING & KEY STAFF EXPERIENCE</p> <p>Project team (provide CV and qualifications):</p> <ul style="list-style-type: none"> • ECSA register Chemical Engineer / Technologist specializing in the field for at least years (5 points) • ECSA register Electrical Engineer / Technologist (Control & Instrumentation) specializing in the field for at least years (3 points) • ECSA register Electrical Engineer / Technologist (Heavy Current) specializing in the field for at least years (2 points) • ECSA register Mechanical Engineer / Technologist specializing in the field for at least years (5 points) • Class IV/V process Controllers with water and wastewater treatment (5 points) 	20
SCHEDULE 3	<p>CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION (PHYSICAL RESOURCES)</p> <p>Resources (provide justifiable proof of ownership):</p> <ul style="list-style-type: none"> • Package plants manufacturing workshop (5 points) 	20

	<ul style="list-style-type: none"> • Proof of credible design software's (5 points) • Proof of credible operation monitoring system (on and off site) - (2 points) • Transport fleet (minimum 5 company owned fleet) - (3 points) • Proof of accredited laboratory to conduct compliance chemical physical and microbiological water analysis. Service Level Agreement with accredited Lab will be accepted (5 points) 	
SCHEDULE 4	QUALITY ASSURANCE PLAN <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 8) - The tenderer's quality control procedures are possibly able to ensure compliance with stated employer's requirements • Good (max score 10) - The tenderer's quality control procedures meet the quality assurance requirements expected by the employer. 	10
SCHEDULE 5	IMPLEMENTATION PLAN TO IMPLEMENT THE ALLOCATED WORK <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 4) The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan are adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables. • Good (max score 5) The implementation plan is complete, well balanced i.e. they show good 	10

	<p>deliverables clear duties, use of equipment, responsibilities, timeframes and staff complement relevant to the project. The allocated work will be executed on time with safety. The methodology indicates good experience to implement the allocated work.</p> <ul style="list-style-type: none"> • 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. 	
SCHEDULE 6	<p>Audited annual financial statements for the past 3 financial years</p> <ul style="list-style-type: none"> • Gross profit percentage <ul style="list-style-type: none"> ○ > 20% - (2 points) ○ 15% - (1.5 points) ○ 10% - (1 points) ○ 5% - (0.5 points) • Net profit percentage <ul style="list-style-type: none"> ○ > 10% - (2 points) ○ 7.5% - (1.5 points) ○ 5% - (1 points) ○ 2.5% - (0.5 points) • Current ratio <ul style="list-style-type: none"> ○ 3% - (2 points) ○ 2% - (1.5 points) ○ 1.5% - (1 points) ○ 1% - (0.5 points) • Quick ratio <ul style="list-style-type: none"> ○ 1 - (2 points) ○ 0.75% - (1.5 points) ○ 0.5% - (1 points) ○ 0.25% - (0.5 points) • Debt ratio <ul style="list-style-type: none"> ○ 0.3% - (2 points) ○ 0.4% - (1.5 points) ○ 0.5% - (1 points) ○ 0.6% - (0.5 points) 	10
	TOTAL	100

TENDER NO: ELM 44/2023

REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

C3.1: DESCRIPTION OF THE WORKS

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

SPECIFICATION OF A PROJECT

Provision of 40 Mega Litres per day modular package plants for potable water supply at various sites and 5 Mega litres waste-water treatment at Bankeveld estate. These plants shall operate from the following raw water sources:

- Witbank Dam abstract raw from Point B raw water balancing tank, purification at the agreed upon site and discharge potable water at the identified municipal water reservoir.
- Doornpoort Dam – treat water from Doornpoort Dam, purification at the dam site and pump potable water to the identified municipal water reservoir.
- Bankenveld – treat sewer effluent from Bankenveld and nearby suburbs and release treated effluent at Bankenveld ponds (on incremental basis).

Potable water treatment plants shall be membrane based with high treatment efficiency for water with high manganese content, increasing sulphate content and overall total dissolved solids. The plants must be capable of handling high deteriorating water quality during floods. The plants must be equipped with adequate protection for membranes to ensure compliance of potable water to the required water and waste water treatment standards.

Project finance shall be a Design Build Own Operate and Transfer (DBOOT) and there shall be no upfront capital outlay from the municipality. The plants should be brought up to acceptable standards and condition at the end of the term (36 months) All associated cost inputs must be modelled within monthly tariffs payable by the municipality which will be based on Kilo Litre produced by the plant into the municipal reservoirs.

SCOPE OF WORK

Provision of potable water through modular package plants should comply with the following:

- Treated water must comply with South Africa National Standard (SANS) 241:2015
- Package plant shall be designed to treat the quality of feed water obtained from Olifants River (refer to Annexure A for Olifants River typical feed water quality)

- The plants shall be designed to have a capacity to treat dissolved solids (high manganese (3000ug/l) and sulphates content).
- Package plants shall have minimal impact to the environment
- The service provider shall conduct operation and maintenance on the plant for duration of the contract while also providing training to the municipal employees on the treatment process
- Conduct operational water quality monitoring in accordance with SANS241:2015 and Water Safety Plan (WSP) recommendations
- Ensure full compliance to Blue drop system requirements and update the Department of Water and Sanitation IRIS system
- The plant shall be equipped with full water balance metering system
- The plant shall be equipped with an electrical meter
- Standby power supply
- The plant shall be equipped with onsite 24 hour raw and potable water storages.
 - Raw water storage shall be used for emergencies or as a pre-treatment unit
 - Potable water storage shall be used for maintaining constant output

Waste-water treatment modular package plant shall comply with the following:

- Treated effluent must meet special limits specifications
- The plant must be capable of handling wet weather flows with minimal impact on the environment
- The plant must be capable of handling sludge
- The service provider shall conduct operation and maintenance on the plant for duration of the contract
- Conduct operational effluent quality monitoring
- The plant must have its dedicated risk abatement plant and recommendations must be implemented accordingly
- The plant shall be equipped with full water balance metering system
- The plant shall be equipped with an electrical meter
- Standby power supply

The following shall be the enabling resources to be provided by the municipality:

- Raw feed water to be treated
- Power supply to the plant
- Municipal potable water storage
- Package plant establishment site

Modular package plant deliverables:

- Plants must be designed, manufactured and commissioned within 4 to 6 months from the date of appointment.
- Potable water and waste-water treatment modular package plants must have 80% efficiency on all critical determinants (excluding force majeure)
- Potable water modular package plants must have a production rate of more than 80%
- Product potable water that is compliant to SANS241:2015 specifications
- Treated sewer effluent must be compliance to the special limits
- Potable water modular package plant shall not have production losses which are exceeding 5%.
- Waste effluent must be compliant for environmental release.

- Full compliance to Blue drop system

Compliance requirements:

- Full compliance to Blue drop system
- Plant operation must be compliant to ISO 9001:2008 – quality management system and be Blue Drop compliant
- Conduct operational water quality monitoring in accordance with SANS241:2015
- Conduct annual Water Safety Plan (WSP) and Risk Abatement Plan (W₂RAP) and adjust operations according to pertinent risks and there shall be no changes on the operational cost provided changes require high capital investment and it's a variation of original scope.:
- The plant shall be operated by compliant Process Controllers, classified according to Regulation 17. Plant manager or supervisor shall at least be a Class VI or Class V Process Controller.
- Plant operation shall be a continuous 24 hours operation
- The service provider shall appoint SANAS accredited water laboratory to conduct monthly compliance water quality monitoring
- The plant shall be equipped with a standby power generator.
- The service provider shall be responsible of providing adequate security for the plant.

Contractual obligations:

- Service provider shall provide Public Liability Insurance to the Client prior commencement
- Service Provider shall furnish the Client with an Insurance Cover for the plant.
- Service Provider shall furnish the municipality approved and credible plant O&M manual and be accompanied with a comprehensive Quality Management Plan.
- The Service Provider shall develop a Safety File which shall be approved by the municipality prior commencement.
- No upfront capital investment or cash guarantee shall be required from the municipality. All associated costs shall be compensated for under the approved tariff and in accordance with the agreed form of contract (DBOOT).
- Daily reports shall comprise of:
 - Daily volumetric production
 - Water quality
 - Water losses
- Penalties shall be imposed on the appointed services provider should the plant not achieve desired performance targets for quality and production of more than 80%. Penalties shall be imposed through deductions on monthly rental cost (excluding consideration of force majeure). They shall be applied as per the table below:

Stages	Operational efficiency	Deduction
1	80 – 100%	0%
2	60 – 80%	20%
3	40 – 60%	40%
4	20 – 40%	60%
5	0 – 20%	80%
6	0%	100%

- Operation that shall result to lost time factor (reduced production) (e.g. planned outages) shall be applied and approved for 48 hours before the outage. Planned outages shall not be included or deducted for under operational efficiency.
- Should stage 3 performance (refer to the table above) be experienced 3 times within a period of 6 months, the service provider shall be subjected to disciplinary process according to contractual provisions.
- Shall participate and make available information for compliance purposes with the Blue and Green Drop accreditation requirements.



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 44/2023 REQUEST FOR PROPOSALS FOR PROVISION OF 40 MEGA LITRES PER DAY POTABLE WATER PACKAGE PLANTS AT VARIOUS SITES WITHIN EMALAHLENI LOCAL MUNICIPALITY AND 5 MEGA LITRES PER DAY WASTE-WATER TREATMENT THROUGH MODULAR PACKAGE PLANT AT BANKENVELD ESTATE FOR A PERIOD OF 36 MONTHS

TENDER NO: ELM 44/2023

C5 RELEVANT DOCUMENTATION

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

- (i) Annexure A - Health and Safety Specifications
- (ii) Annexure B - Pro-forma agreement in terms of Occupational Health and Safety Act
- (iii) Annexure C - Notification of construction work

ANNEXURE A

Health and Safety Specifications

HEALTH AND SAFETY SPECIFICATIONS

1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

1.1.1. Overall Supervision and Responsibility for OH&S

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.

Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH & S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(ii))
- Welding Supervisor (General Safety Regulation 9)
- Communication and Liaison

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in 3.10.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer,

instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

1.3. OH & S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The following documents must be kept in the OH & S file:

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- 8) Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH & S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

1.4. OH & S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements")

Arrangements for Monitoring and Review

Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

1.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb

is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

or where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

To the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

1.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

Site Rules and Other Restrictions

Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

1.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

1.8 Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S TRAINING REQUIREMENTS: (AS REQUIRED BY THE CONSTRUCTION REGULATIONS AND AS INDICATED BY THE OH&S SPECIFICATION AND THE RISK ASSESSMENT/S):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

1.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

OH & S Representatives and Committees

Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

OH & S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH & S representatives must be included in accident/incident investigations.

OH & S representatives must attend all OH&S committee meetings.

1.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH & S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

THE OH&S COMMITTEE MUST MEET MINIMUM MONTHLY AND CONSIDER, AT LEAST, THE FOLLOWING AGENDA:

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:
Clearing & Grubbing of the Area/Site

SITE ESTABLISHMENT INCLUDING:

- Office/s
- Secure/safe storage for materials, plant & equipment
- Ablutions
- Sheltered eating area
- Maintenance workshop
- Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

HEALTH RISKS ARISING FROM NEIGHBOURING AS WELL AS OWN ACTIVITIES AND FROM THE ENVIRONMENT E.G. THREATS BY DOGS, BEES, SNAKES, LIGHTNING ETC.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
- Angle grinder
- Electrical drilling machine
- Skill saw
- Excavations including
- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench
- Welding including
- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline

- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Safety Agreement

Annexure 2: Construction Occupational Health – Safety – Environment Audit System

Annexure 3: Guidelines for the development of a Health and Safety Plan.

Annexure 4: Guide to Risk Assessment

ANNEXURE 1

EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 44/2023

CONSTRUCTION WORK AT POINT B

SAFETY AGREEMENT

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:
EMALAHLENI LOCAL MUNICIPALITY
(HEREINAFTER REFERRED TO AS THE CLIENT)**

herein represented by _____
in his capacity as _____
of the Client, he being duly authorized thereto
and

(hereinafter referred to as the Mandatory)

herein represented by _____
in his capacity as _____
of the Mandatory, he being duly authorized thereto

WHEREAS:

The Client and the mandatory entered into a written, alternatively oral agreement on the.....Day of
.....20.....in terms of which the Mandatory undertook to carry out the following
work for the client , viz. (give a short description of the type of contract work to be done as well as the address
where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed before hand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

g. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

h. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A** **South-African Red Cross Society**
- B** **St. John's Ambulance Foundation**
- C** **South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

20. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO. : _____

Designation: _____

Name of Business _____

Address of Business :

Tel number (h) _____ (w) _____
mail _____

e-

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman’s Compensation

Commissioner _____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____
_____ 20 _____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2
CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT
AUDIT SYSTEM

(Based on the New Construction Regulations)

* Denotes items applicable to both Construction sites and Contractors Plant/Storage

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compuls. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointee's competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee	

Section/Regulation	Subject	Requirements	Yes/No
		available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle (slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/ Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site	

Section/Regulation	Subject	Requirements	Yes/No
		available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register	

Section/Regulation	Subject	Requirements	Yes/No
		Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair 	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- ***Management Structure***
- ***Quality Plan***
- ***Human Resources Plan***
- ***Registered Workplace Skills Plan***
- ***“Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.***
- ***Proof of induction and other training of employees***
- ***Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports***

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - Regular liaison between parties on site

- Consultation with the workforce
- The exchange of design information between the Client, engineer, supervisors and contractors on site
- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
- and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **SAFETY RISKS**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified
- **HEALTH RISKS**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations

- Dealing with HIV/Aids and other illnesses
- Provision of and maintaining ablution and eating facilities
- **Other significant health risks as and when identified**

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- **Arrangements with contractors/mandatories**
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- **Keeping of records in terms of the OH&S Act (85 of 1993)**

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1.	HOW TO DO	4	4	5	6	7	8	IT?	
2.	STEPS TO	5	5	6	7	8	9	EFFECTIVE ASSESSMENT	RISK

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising considering the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

PROBABILITY	CONSEQUENCES
A Common	1 Fatality or permanent disability
B Has Happened	2 Major injury
C Could Happen	3 Average Lost Time Injury
D Not Likely	4 Minor Injury
E Practically impossible	5 Medical Treatment or less

ANNEXURE B

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	
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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2