



EMALAHLENI
LOCAL MUNICIPALITY

TENDER NO: ELM 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF WATER AND
SANITATION INFRASTRUCTURE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

EMPLOYER:
Emalahleni Local Municipality
P.O Box 3
Witbank
1035

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

QUERIES:
Directorate: Technical Services
Ms TT Mahlalela
Tel no.: 013 690 6405
E-mail: mahlalel@emalahleni.gov.za

Supply Chain Management
Tel No.: +27 (13) 690 6497
E-mail: masangonz@emalahleni.gov.za

Tender Closing Date: 29 November 2023
Briefing :07 November 2023

Company Name	
Physical Address	
Contact No.	
E-mail Address	
Contact Person	
Central Supplier Database No.	
Company Registration No.	

EMALAHLENI LOCAL MUNICIPALITY



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EMALAHLENI LOCAL MUNICIPALITY



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T1.1 PROJECT NOTICE

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

It is estimated that tenderers should have a cidb contractor grading of 3ME or higher.

Only tenderers who has a grading of 3ME or higher are eligible to submit tenders.

Tender documents will be obtainable from the following websites: www.emalahleni.gov.za or www.etenders.gov.za.

Duly completed tenders enclosed in a sealed envelope marked “**BID NO. ELM 57/2023: APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS , CLOSING DATE: 29 November 2023**” with the name of the Tenderer, shall be deposited in the tender box situated at Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035 on or before 11h00 on the closing date. The tenders will thereafter be opened in public.

The closing time for receipt of tenders is **11:00 on Wednesday, 29 November 2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted.

A **compulsory clarification** meeting with representatives of the Employer will take place on 07 November 2023 starting at 11h00 at Emalahleni Local Municipality, Civic Centre, 29 Mandela, eMalahleni, 1035

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 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- 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 5 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 in the service of the state;
- If that person not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state and or;
- who is an advisor or consultant contracted with the municipality or municipal entity.

The Municipality reserves the right to withdraw any invitation to tender and /or to re-advertise or to reject any tender or to accept a part of it.

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

Queries relating to the issues of these documents may be addressed to:

Ms. Tersia Mahlalela
Tel No. 013 690 6405
E-mail: mahlalelatt@emalahleni.gov.za

Or

Supply Chain Management
Tel No.: +27 (13) 690 6497
E-mail: masangonz@emalahleni.gov.za

EMALAHLENI LOCAL MUNICIPALITY



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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See www.cidb.org.za).

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

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

Clause Number	
F.1.1	The Employer is: <i>Emalahleni Local Municipality</i> <i>P.O Box 3</i> <i>Emalahleni</i> <i>1035</i>
F.1.2	The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1: Tendering Procedures T1.1 Project Notice T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data

	C1.1 Form of offer and acceptance
F.1.2	C1.2 Contract Data C1.3 Performance guarantee Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3 Scope of Work Part C4: Site Information C4 Site Information Part C5 : Relevant Documentation Health and Safety Specifications Pro-forma agreement in terms of Occupational Health and Safety Act Notification of construction work Pro-forma contract between contractor and worker
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.5	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	Site briefing meeting Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time. Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date 07 November 2023 and time: 11:00. Location: Main Entrance Civic Centre, Emalahleni Local Municipality Building Physical Address: EMALAHLENI LOCAL MUNICIPALITY, CNR Mandela & Arras Street EMALAHLENI, 1035

F.2.11	<p>Alterations to documents</p> <p>Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>								
F2.13	<p>Submitting tender offer:</p> <p>No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them.</p> <p>Tenders must be deposited in the tender box clearly marked with project description.</p> <p>TENDER NO: ELM 57/2023</p> <p>APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS</p> <p>Location of tender Box: Main Entrance Ground Floor Emalahleni Local Municipality Building Physical Address: EMALAHLENI LOCAL MUNICIPALITY, CNR Mandela & Arras Street EMALAHLENI, 1035</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>All tender received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>								
F.2.16	The Tender offer validity period is 90 Days.								
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.								
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>								
F.3.11	<p>Tender evaluation points</p> <p>The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) Specific Goals.</p> <p>The maximum points for this bid are allocated as follows:</p> <table border="1"> <tr> <td></td><td>POINTS</td></tr> <tr> <td>PRICE</td><td>90</td></tr> <tr> <td>SPECIFIC GOALS</td><td>10</td></tr> <tr> <td>Total points for Price and Specific Goals</td><td>100</td></tr> </table>		POINTS	PRICE	90	SPECIFIC GOALS	10	Total points for Price and Specific Goals	100
	POINTS								
PRICE	90								
SPECIFIC GOALS	10								
Total points for Price and Specific Goals	100								

EVALUATION CRITERIA:

The following preference point systems are applicable to all bids:

-the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

A Preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulation, 2022 and as defined in the Conditions of tender where 90 points will be allocated in respect of price and 10 points in respect of Specific Goals.

Mark with a tick (✓) where applicable:	(✓)
80/20 (Bids less than R50 000 000	
90/10 (Bids more than R50 000 001,	✓

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), 2000 the contract must be awarded to the tenderer scoring the highest points.

A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender in the tender document as follows:

For 100% black person or people owned or people owned enterprise: 2 Points.

For at least 30% woman or women shareholding or owned entries: 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 5 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 eMalahleni jurisdiction: 2 Points.

FUNCTIONAL EVALUATION**Summary of functional evaluation**

	MAXIMUM POINTS
Schedule 1 - Tenderer's experience	30
Schedule 2 - Organization and staffing, and experienced of key staff	20
Schedule 3 - Physical Resources	40
Schedule 4 - Implementation plan and Methodology	10
Maximum total evaluation points	100

SCHEDULE 1

11.1 Tenderers Experience

The experience of the tenderer in similar projects and conditions in relation to the scope of work will be evaluated here.

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. appointment or reference letter etc.

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

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

	Tenders Experience	Maximum Points
Non-responsive	Tenderer has no experience or no information has been provided	0
Poor	Tenderer has previous work experience but not relevant to scope of work.	2
Satisfactory	Tenderer has relevant experience. Tenderer has completed 1 – 5 similar projects.	6
Good	Tenderer has relevant experience in relation to the project. Tenderer has completed 6 – 15 similar projects.	10
Very good	Tenderer has outstanding work experience in projects of a similar nature. Tenderer has completed >15 similar projects.	12
	MAXIMUM POINTS	30

SCHEDULE 2: PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

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

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

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

Experience of Project Team		
Resource	Item	Maximum points
Supervisor	No Information or relevant experience	0
	0-2 years' Experience with water infrastructure maintenance projects	1
	>2-5 years' Experience with water infrastructure maintenance projects	4
	>5 years' Experience with water infrastructure maintenance projects	5
	Max points	10
Skilled	0-2 years' Experience with water infrastructure maintenance projects	1
	>2-5 years' Experience with water infrastructure maintenance projects	2
	>5 years' Experience with water infrastructure maintenance projects	3
	Max points	6
Unskilled	0-2 years' Experience with water infrastructure maintenance projects	1
	>2-5 years' Experience with water infrastructure projects	3
	Max points	4
Maximum Points		20

SCHEDULE 3: CAPACITY TO EXECUTE & IMPLEMENT THE TENDER (PHYSICAL RESOURCES)

LIST OF AVAILABLE RESOURCES

Equipment (Attached proof of ownership or a letter of intent from an accredited plant hire company)	Item	Max Points/Score	Allocated Points
Local Workshop Facilities within 35km of ELM	No local workshop or no information provided	0	
	Hired	2	
	Owned	10	
Bob Cat/TLB	No vehicle information provided	0	
	Vehicle to be hired	2	
	Owned (older than 1 to 5 year)	10	
Combination Vacuum Truck	No vehicle information provided	0	
	Vehicle to be hired	2	
	Owned (older than 1 to 5 year)	10	
1 x LDV	No vehicle information provided	0	
	Vehicle to be hired	2	
	Owned (older than 1 to 5 year)	10	
High Pressure Jetting Machine	No Vehicle information provided	0	
	Vehicle to be hired	2	
	Owned (older than 1 to 5 year)	10	
Maximum points		50	

NB: Proof of ownership or lease, or internet letter to lease physical resources (vehicle & equipment) must be attached to the document.

SCHEDULE 4: IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

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

Non-responsive (score 0)	No information has been provided.
Score 5	Quality Management Plan
Score 5	Occupational Health and Safety Plan
Score10	Maximum score

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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	Certificate of Attendance at Site Meeting
Form H	Proposed Key Personnel
Form I	Schedule of Plant and Equipment
Form J	Schedule of Proposed Sub-Contractors
Form K	Financial References
Form L	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 M	Certificate of Registration with CIDB 3ME
Form N	Registration on National Treasury Central Supplier Database
Form O	Municipal Rates and Taxes
Form P	Annual Audited Financial Statement for the past three years/ since establishment/ if established in less than three years as required by law

MBD 1	Invitation to Bid
MBD4	Declaration of Interest
MBD 6.1	Preference Points
MBD8	Declaration of bidder's past supply chain management practices
MBD9	Certificate of Independent bid determination

Tender Conditions

1. A valid original company's tax clearance certificate (or in the case of a joint venture, of all the partners in the joint venture) must be submitted with the bid documentation.	2. Bidders should also attach their company registration certificate issued by cipro.
3. Certified copies of identity documents for all members.	4. Statement of account for the municipality whom you pay for municipal charges, rates & taxes & or proof of residence.
5. CIDB 3ME registration certificate	

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

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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 of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

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

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

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

Name of Tenderer: Date:

Signature: Position:

Full name of signatory:

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details

Name of Tenderer:

Date:

Signature:

Position:

Full name of signatory:

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer 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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 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 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

5. Points for Specific Goals

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise		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 5 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

5.4 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 the 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 (b) any other invitation for tender, the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, the organ of state indicates the points allocated for specific goals for the 90/10 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
- iv) 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;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

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

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

Name of Tenderer:

Date:.....

Signature :

Full name of signatory:

FORM F SCHEDULE OF CURRENT PROJECTS

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

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

Name of Tenderer:

Date:

Signature:

Full name of signatory:

**FORM G CERTIFICATE OF ATTENDANCE AT COMPULSARY
BRIEFING MEETING**

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name:

Signature:

Capacity:

Date and Time:

Capacity:

Date and Time:

FORM H 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						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
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 I 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 (type, size, capacity etc)	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 (type, size, capacity etc)	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 SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM K 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"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

FORM L 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 05/2023 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 05/2023 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 05/2023 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 M Certificate of Registration with CIDB 3ME or Higher
--

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

FORM N Registration on National Treasury Central Supplier

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

FORM O 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 P Annual Audited Financial Statements
--

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	ELM 57/2023	CLOSING DATE:	29 NOVEMBER
		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER	<input type="checkbox"/>		<input type="checkbox"/>
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> IF YES ENCLOSE PROOF <input type="checkbox"/>	<input type="checkbox"/> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> IF YES, ANSWER PART B.3]	<input type="checkbox"/> Yes <input type="checkbox"/> No
SIGNATURE OF BIDDER DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	T.T MAHLELELA
CONTACT PERSON	NZ MOROKU	TELEPHONE NUMBER	013 690 6405
TELEPHONE NUMBER	013 690 6497	FACSIMILE NUMBER	013 690 6207
FACSIMILE NUMBER	013 690 6207	E-MAIL ADDRESS	mahlalelatti@emalahleni.gov.za
E-MAIL ADDRESS	masangonz@emalahleni.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

(b) any municipality or municipal entity;

(c) provincial legislature;

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

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

YES / NO

.....

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

[illegible]

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise		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 5 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:

- vi) The information furnished is true and correct;

- vii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- viii) 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;
- ix) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

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

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND
SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

C. THE CONTRACT

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Relevant Documentation

- C5 Health & Safety Specifications

EMALAHLENI LOCAL MUNICIPALITY



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SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (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
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December and ends on 5 January .
5.13.1	The penalty for failing to complete the works is 3,75c per R100 per day of the contract value.
6.2.1	Public liability insurance to a maximum of R1 million .
5.2.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
5.5.1 1.1.1.14	The Works shall be completed within the timeframe stated by the contractor at tender stage.
5.6.1	The Contractor shall deliver his programme of work within 14 days.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
5.1.1	The Works shall be completed within the timeframe stated by the contractor

PART 1: DATA PROVIDED BY THE CONTRACTOR

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

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

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

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: ELM 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND
SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

WHEREASat

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

entered into, on the Day of2023, at

a Contract with

at

(Hereinafter called "The Contractor")

for the **APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION
INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (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 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND
SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 57/2023

APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS/SANS 1200 sections.

2. The units of measurement described in these Bills of Quantities are metric units.
3. For the purpose of these Bills 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 SABS/SANS 1200.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data,

as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 9 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The payment reference numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the SABS/SANS 1200.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letter L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letter L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 14 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 15 The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

15.1 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.

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(36) MONTHS**

C2.2 BILL OF QUANTITIES

LABOUR, COMPONENTS AND TRANSPORT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE (in ZAR)	AMOUNT (in ZAR)
1.1	LABOUR This item includes labour of suitably qualified personnel, inclusive of all overhead charges, profit and site supervision.				
	(a) General Foreman/Supervisor/Class V Process Controller	hour	1	R	R
	(b) Skilled Artisan: Fitter/Boilermaker/Millwright/ Class (II-IV) Process Controller	hour	1	R	R
	(c) Skilled Artisan: Plumber	hour	1	R	R
	(d)(Unskilled) Assistant/Handyman	hour	1	R	R
	SUBTOTAL CARRIED FORWARD				R

1.2

PART, MATERIAL OR COMPONENT SUPPLIED

If a part, material or component is needed and the part, material or component is not readily available at stores for any reason. The part, material or component can be procured by the Tenderer with a handling fee not exceeding fifteen percent (25%), in which case proof of procurement should be attached to the claim for payment.

Handling fee on material supplied by Tenderer.	%	Rate	25%	Fixed Rate
--	---	------	-----	------------

1.3

TRANSPORT

This item includes provision, operation, use and maintenance of roadworthy vehicle operator, fuel, overhead charges, profit and site supervision

(a)	5t Flatbed truck	km	500	R	R
(b)	7t-8 Flatbed truck	km	500	R	R
(c)	10t Flatbed truck	km	500	R	R
(d)	2x4WD LDV	km	1000	R	R
(e)	4x4WD LDV	km	750	R	R
(f)	Low bed 50 ton	km	150	R	R
(g)	Crane 10 ton	Hour	100	R	R
(h)	TLB	Hour	100	R	R
(i)	Honey Sucker	km	200	R	R
(j)	High Pressure Jetting Machine	km	200	R	R
(k)	Combination Vacuum Truck	km	200	R	R
(l)	Industrial High-Pressure Vacuum Truck	km	200	R	R
					R
SUBTOTAL CARRIED FORWARD					R
Contractual requirement					R
Office & Storage					R
Workshop					R
Overhead cost					R
Time Related					R
Accommodation					R
Occupational health and safety					R
SUBTOTAL CARRIED FORWARD					

SUMMARY OF PRICING		
ITEM	DESCRIPTION	AMOUNT (in ZAR)
1.0	LABOUR	R
1.2	PART, MATERIAL OR COMPONENT SUPPLIED	FIXED @25%
1.3	TRANSPORTATION	R
1.4	PRELIMINARY AND GENERAL	R
	VALUE ADDED TAX (15%)	R
	GRAND TOTAL FORWARDED TO FORM OF OFFER	R

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C3 SCOPE OF WORK

A. General Information

Purpose

The scope of work of the contract includes general plant maintenance and repair of plants components at the various plants:

Works	Process Description	Design Capacity ML per day
Municipal Dams	Witbank, Rietspruit & Doornport Dam	
Witbank WTW	Raw water abstraction from Witbank Dam to Point B raw water storage dam. The raw water is dosed with lime for pH adjustment, flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to Point D Reservoir	110 ML/d
Ga-Nala WTW	Raw water abstracted from the Jericho Scheme. The raw water is dosed with lime for pH adjustment, flocculation; settling; & rapid sand filtration; disinfection; clear water gravitates to the Main Reservoir	15 ML/d
Rietspruit WTW	Raw water abstraction from Rietspruit dam; flocculation; settling; filtration; disinfection; clear water pumping; command reservoir.	4 ML/d
Phola WWTW	Ponds System, Biological Filtration System, Sedimentation Settling Treatment (SST) System and Disinfection	8 ML/d
Ferrobank WWTW	Primary Settling Treatment (PST), Biological Filtration System, Digestion Process, Sedimentation Settling Treatment (SST) System and Disinfection	14 ML/d
Naauwpoort WWTW	Primary Settling Treatment (PST), Activated Sludge, Digestion Process and Sedimentation Settling Treatment (SST) System and Disinfection	10 ML/d

Klipspruit WWTW	Primary Settling Treatment (PST), Activated Sludge, Digestion Process, Biological Filtration, Sedimentation Settling Treatment (SST) System and Disinfection	10 ML/d
Riverview WWTW	Primary Settling Treatment (PST), Activated Sludge, Biological Filtration System, Digestion Process, Sedimentation Settling Treatment (SST) System and Disinfection	11 ML/d
Ga-Nala WWTW	Primary Settling Treatment (PST), Activated Sludge, Sedimentation Settling Treatment (SST) System and Disinfection	4.2 ML/d
Thubelihle WWTW	Primary Settling Treatment (PST), Activated Sludge, Sedimentation Settling Treatment (SST) System and Disinfection	6 ML/d
Rietspruit WWTW	Primary Settling Treatment (PST), Activated Sludge, Sedimentation Settling Treatment (SST) System and Disinfection	2 ML/d

LOCATION OF THE WORKS

All the works are located within the Emalahleni Local Municipality jurisdiction.

MAINTENANCE WORK

➤ PERSONNEL PLAN

Tenderers are to ensure compliance to contractual obligations and all necessary legislations within this contract. This include inter alia but without limitation, compliance to the following:

- The Occupational Health and Safety Act 85 of 1993 (OHSAct)
- The Labour Relations Act 66 of 1995 (LRA)
- The Basic Conditions of Employment Act, No. 75 of 1997 (BCEA)
- The Employment Equity Act, No. 55 of 1998 (EEA)
- The Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000
- The Skills Development Act, No. 97 of 1998 (SDA)
- The Skills Development Levies Act, No. 9 of 1999 (SDLA)
- National Environmental Management Act, Act 107 of 1998
- National Water Act, Act 36 of 1998

➤ Management and Support Structures

Tenderers are to provide details of their proposed Management and Support Structure Plan with their tender, including their proposed Management and support structures and CV's of their key personnel dedicated to the contract, including:

➤ Team Leader/Supervisor

Team Leader will be responsible for the effective management, monitoring and control of all:

- Maintenance work

- Unplanned maintenance and emergency repairs.

The Team Leader, with sound, practical maintenance experience on water and wastewater treatment plants.

➤ **Tender Pricing**

The rates for personnel shall include for all costs, overheads and margins required by the Tenderer to fulfil the obligations of this section 8.1, as well as all associated costs, whether direct or indirect for E.g PPE.

➤ **PROCUREMENT PROCESS**

The following procurement process will be followed;

- The Tenderer shall submit to the client a quotation for the proposed scope of work and indication of the man hours to be committed.
- The Tenderer shall proceed with the execution of the scope of work after the client has approved the submitted quotation.
- The Tenderer shall, after executing the scope of work to the satisfaction of the Client, submit an invoice for the work done.
- Invoices shall preferably be accepted on a monthly basis.

➤ **REPLACEMENT PARTS AND MATERIAL**

The Tenderer shall be provided with all replacement parts/material required for maintenance work. If a parts or material is needed and the part or material is not kept as a stock item or readily available for any reason. The part or material can be procured by the Tenderer with a handling fee not exceeding fifteen percent (25%), in which case proof of procurement should be attached to the claim for payment. No part or material may be procured prior approval by the Employer.

➤ **MAINTANANCE PERSONEL**

The Tenderer shall provide detail on their proposed organizational structure for the on-going maintenance and repair of the Works, including for mechanical, electrical, Process Controllers Class (II-V), Instrumentation and other services. CV's of the proposed millwrights, electricians, fitters Process Controllers Classification Certificate (II-V), and handymen shall be provided.

The Tenderer shall put into place control systems that ensure proper recordkeeping and activity based costing of the maintenance of all assets included in the Works. The system shall have the ability to record all maintenance activities, dates, resources employed and associated costs.

Job cards should include for all skilled and unskilled maintenance personnel (labour), spares and other materials, transport, plant and equipment required for the activity receiving attention.

Facilities, Plant and Equipment

The Tenderer shall provide detail of all established maintenance and repair facilities and resources available including:

- workshops and stores within a reasonable distance from eMalahleni CBD.
- tools, plant and equipment;
- vehicles and trucks;
- specialist equipment and
- maintenance equipment.

Notwithstanding the location of the workshop, the Tender will be required to respond within the specified response time set in this document.

➤ **Emergency Response Services**

The Tenderer shall provide detail of their contact persons and 24/7 emergency response resources that are available for this contract.

➤ **Emergency Maintenance**

Within the specified down-time limitations, the Tenderer shall carry out all emergency maintenance, being the repair and/or replacement of a part / component or unit (where unit is supplied by the Municipality) of defective plant and equipment where such breakdown is without standby and disables a complete installation, preventing it from functioning at its designed service level. Emergency maintenance includes provision of services after municipal work hours including, weekend and public holidays.

➤ **Refurbishment and Replacement**

Refurbishment and replacement is carried out when a unit of plant or equipment has reached the end of its useful or serviceable life and the on-going cost of maintaining the unit exceeds the on-going amortisation cost of replacing or extensively refurbishing the item of plant or equipment. **The Tenderer shall submit a motivational report, with budget costs for any refurbishment or replacements required.**

➤ **Response Times**

The requirements set for maximum downtime and maximum response times shall be as follows:

Event	Maximum downtime allowed	Maximum response time
Breakdown maintenance	3 (three) days	24 (twenty-four) hours
Emergency maintenance	12 (twelve) hours	3 (three) hours

The maximum down time is subject to the availability of material and/or spares only.

➤ **Maintenance Costs**

In the case of breakdown and emergency maintenance; refurbishment and replacement costs, the Tenderer shall be responsible for sourcing the necessary resources (human, equipment and finances) to do the maintenance work. **All work shall be subjected to the Employer approval prior to commencement of the work.**

For any nature of work not provided for in the pricing schedule; the Employer reserves the right to request comparative quotations from all three the appointed contractors, and the contractor with highest preferential score shall be appointed to do the work.

➤ **Maintenance Records and Reports**

The Tenderer shall maintain accurate records and reports on all maintenance work carried out.

➤ **Guarantees and Warranties**

The Tenderer shall cede any supplier or factory guarantee for repaired or replaced components or equipment to the Employer and will ensure that such guarantees are not encumbered or jeopardised in any way. All materials and labour used for planned or unplanned maintenance repair shall be guaranteed by the supplier for at least six (6) months. Test certificates shall be provided upon delivery (and form part of monthly reports) for all equipment serviced, repaired or installed under this contract. Outsourced skilled labour shall be likewise guaranteed for a period of six months.

EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION
INFRASTRUCTURE AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

C5

RELEVANT DOCUMENTATION

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

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-coordinator (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-coordinator (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(i))
- 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-coordinator

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 57/2023

**APPOINTMENT OF SERVICE PROVIDERS FOR MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS
AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS
– 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 beforehand 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.

7. 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.

8. 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 subcontractor 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 subcontractor 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. CONFIDENTIALITY

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.

21. 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) _____ e-m ail _____

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