



EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTE WATER TREATMENT WORKS – PHASE I

Employer Tender Number: ELM 45/2020

CIDB Reference Number: 100068445

TENDERER:

TENDER PRICE (INCL. VAT):

CIDB REGISTRATION NUMBER:

CIDB GRADING:

BBBEE LEVEL OF CONTRIBUTION:

CSD REGISTRATION NUMBER:

EMPLOYER:

EMALAHLENI LOCAL MUNICIPALITY
PO Box 3
Emalahleni, Mpumalanga,
1039

Contact Person: **Mr E. Sedupane**

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COMPILED BY:

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EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

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(a) PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The **TENDER** consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be Returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The **CONTRACT** consists of four parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work** (*specifications*);
- **C4: Annexures**

Each part of each cluster or volume is preceded by its own table of contents.

Note: *Each tenderer must complete the summary for tender opening purposes included hereafter.*

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

(b) SUMMARY FOR TENDER OPENING PURPOSES FIRST ENVELOPE

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with Schedules 2A, 1E, 1F and 1H]

Name of Contractor submitting the tender:

Details of contract person:

Name (*print*):

Telephone No:..... Fax No:

e-mail address:

Note: *In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.*

SIGNATURE:

(of person authorised to sign the tender)

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

(c) SUMMARY FOR TENDER OPENING PURPOSES SECOND ENVELOPE

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his financial offer]

Name of Contractor submitting the tender:

Tender amount (as stated in the Form of Offer): R

Alternative Tender offered? (Yes/No)

If "Yes" state amount: R.....

Preference points: (a) BBBEE level of contribution:

(b) BBBEE points claimed.....

Specified Time for Completion:

Alternative time for completion offered? (Yes or No)

If "Yes", state time offered

Discounts offered? (Yes/No)

Details of discounts offered:

.....

Details of contract person:

Name (print):

Telephone No:..... Fax No:

e-mail address:

Note: *In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.*

SIGNATURE:
(of person authorised to sign the tender)

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

EMALAHLENI LOCAL DISTRICT MUNICIPALITY

EMPLOYER TENDER NUMBER: ELM 45/2020

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Emalahleni Local Municipality invites tenders for the upgrading of Ferrobank Wastewater Treatment Works.

It is a condition of contract that tenderers should have a CIDB contractor grading designation of 8CE or higher.

Preferences are offered to tenderers who enhance the local and regional economy (local contractors) and who promote broad-based black economic empowerment (BBBEE).

Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.

Tenders submitted during office hours, Monday – Thursday from 08:00 to 16:00 hours and on Friday's 08:00 to 13:30 and also the Tender documents with full specifications will be made available and can be obtained from the following websites: www.emalahleni.gov.za or www.etenders.gov.za as from **Monday, 16 November 2020**.

Queries relating to the issue of these documents and administrative matters may be addressed to: The ELM PMU Manager, Mr E. Sedupane, Tel No.: (013) 6906298; Cell No.: 071 602 2354; E-mail: sedupaneme@emalahleni.gov.za

Technical queries may be addressed to: Robert Mbwana, Tel No.: (013) 752 6954; Fax No.: 086 510 0692, e-mail: robertm@inhlakanipho.co.za

Tenderers are required to register for attending the virtual briefing to be conducted by the Clients Representative by sending details (email address and representative name and surname) of the bidding entity to francisn@inhlakanipho.co.za. A Microsoft Teams invite will be sent to the bidding entities registered not later than 17 November 2020 at 12:00. Minutes of the clarification meeting will be made available (published online) after the clarification meeting on 19 November 2020.

Fully Duly completed tenders/bids must be sealed in an envelope clearly marked: **"EMPLOYER TENDER NUMBER: ELM 45/2020 : 'UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS' with "NAME of TENDERER"** must be placed in a sealed envelope and placed in the tender box situated on the first floor, Emalahleni Local Municipality, Civic Centre, Corner Mandela & Arras Street, eMalahleni 1035 or sent via courier services to the above mentioned address. Couriers documents should be delivered to the First Floor, Supply Chain Management Offices at the aforementioned address. The envelope must be endorsed with the bid number, title of the bid and closing date as indicated in the document.

Prospective bidders are requested to submit two (2) copies of the tender documents. One copy should be in an electronic format (disk) the other copy should be printed. Both copies should be in one envelope. This request comes as a preventative measure to reduce risks associated with the Covid-19 pandemic.

The closing time for receipt of tenders is **11h00 hrs on Friday, 18th of December 2020**, it should be noted that the closing of the tender will only be administered at EMALAHLENI LOCAL MUNICIPALITY REGIONAL OFFICE, Civic Centre Mandela Street, Emalahleni. Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

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

Mr H.S. Mayisela

MUNICIPAL MANAGER

EMALAHLENI LOCAL MUNICIPALITY

Civic Centre P.O Box 3, 29 Mandela Street, eMalahleni, 1039

www.emalahleni.gov.za

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

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 (refer: www.cidb.co.za) and included as Appendix A in this document. The Standard Conditions of Tender make several references to the Tender Data. 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.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause	Addition or Variation to Standard Conditions of Tender
F.1 F1.1	General Actions The Employer is: EMALAHLENI LOCAL MUNICIPALITY.
F.1.2	Tender Documents The tender documents issued by the employer comprise: PART T1: TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2: RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Guarantee C1.4: Adjudicator's Agreement (if applicable) PART C2: PRICING DATA C2.1: Pricing Instructions C2.2: Bills of Quantities PART C3: SCOPE OF WORKS C3 Scope of Work C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction

Clause	Addition or Variation to Standard Conditions of Tender
	<p>C3.5 Management</p> <p>C3.6 Annexes</p> <p>PART C4: SITE INFORMATION</p> <p>APPENDICES</p> <p>Appendix A – Tender conditions</p> <p>Appendix B – Emalahleni Local Municipality Supply Chain Management Policy</p>
F.1.4	<p>The Employer's agent is:</p> <p>INHLAKANIPHO CONSULTANTS</p> <p>P.O. Box 6734</p> <p>Nelspruit</p> <p>1200</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The Employer is not obliged to accept the lowest or any tender offer.</p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> a) Availability of resources. b) Availability of skills to manage and perform the contract – including staffs which satisfy EPWP requirements. c) Previous experience on contracts of a similar value and nature. d) Financial standing and capability. e) Cost effective and practical method statement. <p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> a. The Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. The Tenderer does not have the legal capacity to enter into the contract; c. The Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. <p>Only those Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation 8CE or higher as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.</p>

Clause	Addition or Variation to Standard Conditions of Tender
F.2.7	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with CIDB 2. the lead partner has a contractor grading designation in the CE class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction works. <p>Tenderers are advised to study Appendix B: EMALAHLENI LOCAL MUNICIPALITY – SUPPLY CHAIN MANAGEMENT PROCUREMENT POLICY when completing Schedule and claiming points.</p>
	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Tenderers are required to register for attending the virtual briefing to be conducted by the Clients Representative by sending details (email address and representative name and surname) of the bidding entity to francisn@inhlakanipho.co.za . A Microsoft Teams invite will be sent to the bidding entities registered not later than 17 November 2020 at 12:00. Minutes of the clarification meeting will be made available (published online) after the clarification meeting on 19 November 2020.</p> <p>Date for virtual clarification meeting: Wednesday, 18 November 2020</p> <p>Starting time: 12h00</p>
F.2.10	<p><u>Value Added Tax</u></p> <ol style="list-style-type: none"> (a) The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. (b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. (c) Payment of VAT to non-Vat vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective
F.2.11	<p>Add the following:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. The use of tippex or pencil will not be accepted.</p>
F.2.12	Alternative tender offers will NOT be considered.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
F.2.13.5 F.2.15.1	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: EMALAHLENI LOCAL MUNICIPALITY HEAD OFFICE</p> <p>Physical address : Civic Centre P.O Box 3, 29 Mandela Street eMalahleni, eMalahleni, 1039</p> <p>Identification details : MUNICIPAL MANAGER, EMALAHLENI LOCAL MUNICIPALITY, EMPLOYER TENDER NUMBER: ELM 45/2020 : UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS</p> <p>Postal address : EMALAHLENI LOCAL MUNICIPALITY PO BOX 3, EMALAHLENI, 1039</p>

Clause	Addition or Variation to Standard Conditions of Tender
F.2.13/ F.3.5	A two-envelope procedure will be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender. Only the first envelope containing functionality assessment to be opened during the public sitting.
F.2.16	The tender offer validity period is one hundred and twenty (120) days.
F2.18	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.23	<p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> 1) Joint Venture Agreement and Power of Attorney in case of Joint Ventures; 2) Broad Based Black Economic Empowerment Verification Certificate 3) CSD report 4) Proof of Construction Industry Development Board (CIDB) grading 5) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993); 6) Form of intent by a bank or insurance company to provide a performance guarantee; (for open Tenders) 7) A Certified Copy of the Company registration documents; and 8) Water and light bill for the company and directors not older than 3 months; 9) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R25 million incl. VAT)
F.3.4	The time and location for opening of the tender offers are in accordance with F.2.15
F.3.5	The two-envelope system will apply to this tender. The first envelope will contain the Functionality assessment and the second will contain the Financial and Preference assessment along with all the other returnable schedules and documents not provided in the first envelope.
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference. The responsive tender with the highest total points as defined below is the preferred tender.</p> <p>Method 2: Functionality, Price and Preference</p> <p>Evaluation Methodology</p> <p>Tenders will be evaluated on price and preference. It is important that the relevant information is included to enable the tenders to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified.</p>
F3.11.3	<p>1) Scoring functionality:</p> <p>The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all relevant information in order to be pre-evaluated on the criteria mentioned below:</p> <p>NB. TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD CRITERIA OF 65 POINTS FOR OVERALL FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION, BASED ON PRICE AND PREFERENCE.</p> <p>Incomplete forms will be disregarded and will be considered as non-responsive.</p> <p>TENDERERS MUST COMPLETE SCHEDULES 1E, 1F, 1G, 1H, 1M AND SUBMIT</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>DOCUMENTS AS DESCRIBED IN 2C, 2E, 2G, 2J, 3C, 3E AND 3F BELOW IN ORDER TO BE AWARDED POINTS.</p> <p><u>1) Company's relevant experience – 20 points</u></p> <p>Note: Failure to provide completion certificate(s) and Schedule 1E will result in no points being awarded. Tenderer's wastewater treatment works experience completed successfully on or after 30 June 2010 (Maximum 20 points).</p> <ul style="list-style-type: none"> • 1 project = 5 points • 2 projects = 10 points • 3 projects = 15 points • 4 or more projects = 20 points <p><u>2) Relevant Key Personnel Experience – 20 points</u></p> <p>This project is estimated to require the following personnel:</p> <p>2.1 Site Agent – Points will only be awarded for one of the Site Agent sections (2.1.1 OR 2.1.2) below:</p> <p>2.1.1 Site Agent / Project Manager with a relevant technical qualification in Civil Engineering or Project Management with relevant wastewater treatment works experience in the capacity as the Site Agent / Project Manager (Maximum 8 points) – Schedule 1M:</p> <p>Maximum 8 points for projects:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1.5 points • 2 projects = 3 points • 3 projects = 4 points • 4 points will be allocated for the relevant qualification. <p>2.1.2 Site Agent / Project Manager with no relevant technical qualification in Civil Engineering or Project Management with relevant wastewater treatment works experience in the capacity as the Site Agent / Project Manager</p> <p>Maximum 4 points for projects:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1.5 points • 2 projects = 3 points • 3 projects = 4 points <p>2.2 Construction Manager / General Foreman with a relevant qualification with wastewater treatment experience in the capacity as general foreman (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p>2.3 Safety Officer registered with SACPCMP as a Construction Health and Safety Officer (Maximum 3 points) – Schedule 1M:</p> <p>3 points allocated for Safety Officer being registered with SACPCMP. Note: Failure to provide proof of Registration will result in no points being awarded (0 out of 3 for Registration).</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>2.4 Site Engineer with a relevant qualification with wastewater treatment experience in the capacity as general foreman (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p>2.5 Foremen with a relevant qualification with wastewater treatment experience in the capacity as general foreman (Maximum 3 points) – Schedule 1M:</p> <ul style="list-style-type: none"> • 0 project = 0 points • 1 project = 1 points • 2 projects = 2 points • 3 projects = 3 points <p><u>3) Generic Method Statement for the Construction of a Water Retaining Structure (Maximum 25 points) – Schedule 1M: + risk management</u></p> <p>Provide a generic method statement to describe the typically steps, methods, practices, and techniques followed in the construction of water retaining structures based on the Contractors experience and knowledge, including the critical quality check points. Please include the preliminary concrete mix design and formwork system. (Schedule 1H).</p> <p>The method statements will be evaluated based on:</p> <ol style="list-style-type: none"> 1. If the method statement submitted relates to the construction of water retaining structures, 2. If the critical points were identified and adequate control measures are described, 3. If the concrete mix design was prepared with the consideration of being used to construct wastewater treatment structures and 4. If the techniques described is specific to the construction of water retaining structures. <ul style="list-style-type: none"> • 0 points will be awarded if none of the above points were met, • 7 points will be awarded if one of the above points were met, • 12 points will be awarded if two of the above points were met, • 17 points will be awarded if three of the above points were met, • 25 points will be awarded if all the above points were met. <p><u>4) Ownership of Plant and equipment available to use for this project (Maximum points 10) – Schedule 1G</u></p> <ul style="list-style-type: none"> • 0 points will be awarded if the specified plant/equipment is not owned or not available for the execution of the project. • 2 points will be awarded for the ownership and availability of at least two excavators with an operating weight between 25 to 30 tons (or larger) • 2 points will be awarded for the ownership and availability of at least six 10ton tipper trucks • 1 point will be awarded for the ownership and availability of at least one D6 dozer or 120M motor grader (or similar in size machine) • 2 points will be awarded for the ownership and availability of at least one 40ton mobile or tower crane • 1 point will be awarded for the ownership and availability of at least 1000m² of formwork. • 2 points will be awarded for the ownership and availability of a concrete batch plant

Clause	Addition or Variation to Standard Conditions of Tender
	<p>with at least two concrete mixer trucks capable of producing at least 200m³ of concrete per day.</p> <p><u>5) Social development Plan (Maximum points 5) – Schedule 2K</u></p> <p>The Tenderer must attach at Schedule 2K their Social Development Plan which outlines how the Tenderer will address the critical challenges of poverty, unemployment and inequality, over the short and medium term, with a focus on deepening social assistance and extending the scope of social security; reforming the social welfare sector and its services to deliver better results and strengthening community development. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.</p> <ul style="list-style-type: none"> • 5 points will be awarded for a detailed, well developed Plan, • 4 points will be awarded for a detailed Plan, • 3 points will be awarded for a basic Plan, • 2 points will be awarded for a generic Plan, • 1 point will be awarded for a Plan, • 0 points will be awarded for no Plan. <p><u>6) Health and Safety Plan (Maximum points 5) – Schedule 3C</u></p> <p>The Tenderer must attach at Schedule 3C their Health and Safety Plan. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Health and Safety Plan is.</p> <ul style="list-style-type: none"> • 5 points will be awarded for a detailed, well developed Plan, • 4 points will be awarded for a detailed Plan, • 3 points will be awarded for a basic Plan, • 2 points will be awarded for a generic Plan, • 1 point will be awarded for a Plan, • 0 points will be awarded for no Plan. <p><u>7) Quality Control Plan (Maximum points 5) – Schedule 3E</u></p> <p>The Tenderer must attach at Schedule 3E their Quality Control Plan. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Quality Control is.</p> <ul style="list-style-type: none"> • 5 points will be awarded for a detailed, well developed Plan, • 4 points will be awarded for a detailed Plan, • 3 points will be awarded for a basic Plan, • 2 points will be awarded for a generic Plan, • 1 point will be awarded for a Plan, • 0 points will be awarded for no Plan. <p><u>8) Bank rating and 3-years financial statements (Maximum points 10) – Schedule 2C & 2E</u></p> <p>The Tenderer must attach at Schedule 2C & 2E their audited financial statements for the past 3-years and a CSD report which is not older than August 2020. A maximum of 10 points will be awarded for this section, should it be found that the company's financial standing is healthy.</p> <ul style="list-style-type: none"> • 10 points will be awarded if both the CSD report and the 3-year financial statements are found to be in good order. • 7 points will be awarded if only the 3-year financial statements is found to be in good order. • 3 points will be awarded if only the CSD report is found to be in good order. <p>0 points will be awarded for unfavourable results or no documentation provided for both the CSD report and the 3-year financial statements.</p>

Clause	Addition or Variation to Standard Conditions of Tender															
F3.11.6	Score price, preference and functionality, as relevant to one (1) decimal place.															
F3.11.7	<p>It is estimated that value of this Tender will exceed R100 000 000.00 therefore the 90/10 preference points system for acquisition of services will be used.</p> <p>The Tender evaluation will be conducted as follows:</p> <ul style="list-style-type: none">• Price = 90,• B-BBEE = 10 <p>Score price of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for price. W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data. A is a number calculated using formula 2 option 1 as described in Table F.1 in the Standard for Uniformity in Construction Procurement published in July 2015.</p> <p>$N_{FO} = W_1 \times A$</p> <p>Where:</p> <table><tr><td>N_{FO}</td><td>=</td><td>number of tender evaluation points awarded for the financial offer;</td></tr><tr><td>W_1</td><td>=</td><td>90 points for rand value over R100 000 000.00;</td></tr><tr><td>A</td><td>=</td><td>$[1-(P-P_m)/P_m]$ (a negative A will be regarded as unrealistically high)</td></tr><tr><td>P_m</td><td>=</td><td>the rand value of the lowest comparative offer;</td></tr><tr><td>P</td><td>=</td><td>the rand value of the Tender Offer under consideration</td></tr></table>	N_{FO}	=	number of tender evaluation points awarded for the financial offer;	W_1	=	90 points for rand value over R100 000 000.00;	A	=	$[1-(P-P_m)/P_m]$ (a negative A will be regarded as unrealistically high)	P_m	=	the rand value of the lowest comparative offer;	P	=	the rand value of the Tender Offer under consideration
N_{FO}	=	number of tender evaluation points awarded for the financial offer;														
W_1	=	90 points for rand value over R100 000 000.00;														
A	=	$[1-(P-P_m)/P_m]$ (a negative A will be regarded as unrealistically high)														
P_m	=	the rand value of the lowest comparative offer;														
P	=	the rand value of the Tender Offer under consideration														
F.3.11.8	Scoring Preferences will be done in accordance with Schedule MBD 6.1															
F.3.11.10	<p>Risk Analysis</p> <p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none">(a) Reasonableness of the financial offer(b) Reasonableness of the unit rates and prices(c) The tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate competence in both professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract etc.(d) Financial Bank Rating <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources, skills and competence.</p>															
F.3.13.1	<p>Tender offers will only be accepted on condition that the tenderer:</p> <ul style="list-style-type: none">a) Has in <u>his or her possession</u> an original valid Tax Clearance Certificate issued by the South African Revenue Services;b) Is registered with the Construction Industry Development Board in an appropriate contractor grading designation;c) Has attached company registration documentsd) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; ande) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect;iii)f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.															

Clause	Addition or Variation to Standard Conditions of Tender
	g) The tenderer attended a compulsory site inspection. h) The tenderer has completed the form of offer in words and figures and is signed.
F.3.13.2	The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
F.4	Additional Conditions of Tender
F.4.1	Compliance with Occupational Health and Safety Act 1993 and the 2014 Construction Regulations Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.
F.4.2	Claims arising after submission of tender No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have: <ol style="list-style-type: none"> 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract. 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional cost involved thereby in the P&G's 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. <p>Before submission of any tender, the Tenderer should check the numbers of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>
F.4.3	Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance argument in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3

Clause	Addition or Variation to Standard Conditions of Tender
	Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.
F.4.4	<p>Project Funding</p> <p>The Employer receives yearly funding from various government institutions one being MIG. As such the Employer will make funding available over four financial years (three contractual years) and the first financial year, ending at the end of June 2021, with possible additional funding depending on the performance of all municipal contracts. The next financial year's funding allocation will be communicated to the appointed Contractor as soon as the Employer has the confirmed funding information at the beginning of each financial year. The Tenderer should allow in his cost and program for the limited yearly funding, as well as to spend at least 25% of each yearly allocation on the Mechanical and Electrical Scope of Works and at least 30% of the Civil Works performed should comply to the Local procurement and development of Local Enterprise requirements as agreed to in form MBD 6.2</p>
F.4.5	<p>Procurement of mechanical and electrical equipment/services and appointment of sub-contractors performing mechanical or electrical Works</p> <p>The Principal Contractor once appointed will be supplied with detail mechanical and electrical specifications, data sheets and BOQ, and will then go to market, and present the Employer with at least three competitive mechanical and electrical works for review and approval, including a summary of pricing and the functionality of the submissions. The Tenderer needs to allow in his cost for the process of sourcing, handling, storing and transportation of the equipment and the management of the sub-contractors as per the Employer or his appointed agent's specifications. The Principle Contractor will remain responsible for the quality and performance of the sub-contractor and if applicable also the nominated subcontractor, should a nominated subcontractor be appointed for a portion of the work. The above responsibility is deemed to be included as part of the Profit and Attendance on the PC sums for the Mechanical and Electrical Work.</p>

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

MBD FORMS

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)	
Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority of Signatory
Schedule: 1C	Certificate of Authority for Joint Ventures (if applicable)
Schedule: 1D	Record of Addenda to Tender Documents
Schedule: 1E	Company's Relevant Experience in South Africa
Schedule: 1F	Personnel Schedule and format of curriculum vitae (if applicable)
Schedule: 1G	Schedule of Plant and Equipment available for the Contract
Schedule: 1H	Schedule of Generic Method Statement for Water Retaining Structures
Schedule: 1I	Schedule of Proposed Subcontractors
Schedule: 1J	Certificate of Attendance at Clarification Meeting
Schedule: 1K	Proposed Amendments and Qualifications
Schedule: 1L	Workmen's Compensation Registration
Schedule: 1M	Functionality Points Claimed
2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	
Schedule: 2A	Certificate of Contractor Registration issued by the CIDB
Schedule: 2B	Contractor Company Registration Documents
Schedule: 2C	Financial Statements
Schedule: 2D	Proof of Authority of Signatory
Schedule: 2E	CSD Report
Schedule: 2F	Joint Venture Agreement, if applicable
Schedule: 2G	Municipal Levy Payment for company and its directors
Schedule: 2H	A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days
Schedule: 2I	Form of Intent to provide a Performance Guarantee
Schedule: 2J	Risk Management Plan

3.	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)	
Schedule: 3A	Execution Programme	
Schedule: 3B	Contractor's Health and Safety Declaration	
Schedule: 3C	Contractor's Safety Plan	
Schedule: 3D	Pro forma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003	
Schedule: 3E	Quality Control Plan	
Schedule: 3F	Social Development Plan	
4.	OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)	
C1.1:	The offer portion of the Form of Offer and Acceptance	
C1.2:	Contract Data (Part 2)	
C2.2:	Bill of Quantities	

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER: CLOSING DATE: CLOSING

TIME:

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).
--

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Emalahleni Local Municipality Head Office,
Civic Centre P.O Box 3
29 Mandela Street eMalahleni
eMalahleni
1039

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
--

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

<p style="text-align: center;">1. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>
--

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE..... NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS THE COMPANY'S CSD REPORT BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO

2. (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Emalahleni Local Municipality

Contact Person: Mr. M.E Sedupane

Tel: (013) 690 6483/6497/6484.

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Robert Mbwana

Tel: 013 752 6954

Fax: 086 510 0692.

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 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.
 - 2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?
 - 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 attach proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION FOR PROCUREMENT ABOVE R100 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R100 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***Yes/No**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***Yes/No**

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

2.2 If yes, provide particulars.

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***Yes/No**

3.1 If yes, furnish particulars

.....

.....

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

***Yes/No**

4.1 If yes, furnish particulars

.....

.....

* Delete that which if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R100 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R100 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R100 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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;

- 2.4 **“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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“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;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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 taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 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 B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

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

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“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.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Civil Works	30%
Mechanical Works	0%
Electrical Works	5%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the

SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)

- 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 of Restricted Suppliers 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 Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

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
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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____(full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Great Kei Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____, (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document (s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

COMMISSIONER OF OATHS

Signed and sworn to before me at _____ ,

on this _____ day of _____ 20

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position:

Address:

Tel:

Apply official stamp of authority on this page:

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1B: AUTHORITY OF SIGNATORY

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.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for 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 this tender for contract and any contract resulting from it on behalf of the
company.

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. 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 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

C. Certificate for Joint Venture

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.
2.

Signature : Sole owner :
Date :

E. 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 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 who rests the direction of the affairs of the Partnership as a whole.

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
....., authorised signatory of the company, close corporation or partnership
....., 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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1D: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1E: COMPANY'S RELEVANT EXPERIENCE IN SOUTH AFRICA

	PROJECT NAME	PROJECT VALUE (ZAR)	CLIENT/EMPLOYER	COMPLETION DATE	COMPLETION CERTIFICATE/LETTER (Y/N)
1					
2					
3					
4					
5					

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1F: PERSONNEL SCHEDULE

Job Description	Qualification	Years of Experience	No. WwTW projects completed
Contract Manager			
Site Agent / Project Manager			
Health and Safety Manager			
Surveyors			
Construction Manager / General Foreman			
Site Engineer			
Safety Officer			
Foremen 1			
Foremen 2			
Foremen 2			
*			
*			
*			
*			
*			
*			

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

FORMAT OF THE CURRICULUM VITAE

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

**SCHEDULE 1G: SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

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 acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1H: SCHEDULE OF GENERIC METHOD STATEMENT FOR CONSTRUCTION OF WATER RETAINING STRUCTURES

Provide a generic method statement to describe the typically steps, methods, practices, and techniques followed in the construction of water retaining structures based on the Contractors experience and knowledge, including the critical quality check points. Please include the preliminary concrete mix design and formwork system.

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 11: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1J: CERTIFICATE OF ATTENDANCE AT VIRTUAL CLARIFICATION MEETING

This is to certify that I, _____ representing
_____ in
the company of _____ attended the
virtual clarification meeting on: _____.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof.
I further certify that I am satisfied with the description of the work and explanations given at
clarification meeting and that I understand perfectly the work to be done, as specified and implied, in
the execution of this contract.

Name of Tenderer	Signature	Date

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1K: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1L: WORKMENS' COMPENSATION REGISTRATION

**L. COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT
OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND
DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's
Compensation Commissioner to be inserted here]*

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 1M: FUNCTIONALITY POINTS CLAIMED

	CRITERIA	MAXIMUM POINTS	BIDDER SELF SCORE	EVALUATOR SCORE
1	COMPANY'S RELEVANT EXPERIENCE	20		
2	RELEVANT KEY PERSONNEL	20		
3	GENERIC METHOD STATEMENT FOR THE SUCCESSFUL CONSTRUCTION OF A WATER RETAINING STRUCTURE + RISK MANAGEMENT	25	N/A	
4	OWNERSHIP OF PLANT AND EQUIPMENT TO USE FOR THIS PROJECT.	10		
5	SOCIAL DEVELOPMENT PLAN	5		
6	HEALTH AND SAFETY PLAN	5		
7	QUALITY CONTROL PLAN	5		
8	BANK RATING AND 3-YEAR FINANCIAL STATEMENTS	10	N/A	
	TOTAL	100		

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

<p>SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB</p>
--

[Proof of contractor CIDB grading to be inserted here]

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

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SCHEDULE 2B: CONTRACTOR COMPANY REGISTRATION DOCUMENTS

[Contractor registration document must be attached]

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 2C: AUDITED FINANCIAL STATEMENTS
--

[Audited financial statements for the past 3 years must be attached]

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

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SCHEDULE 2D: PROOF OF AUTHORITY OF SIGNATORY

[Letter of authority to sign the tender document must be inserted here]

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 2E: CSD REPORT

The Tenderer must attach to this page an CSD report in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach each attached their respective reports.

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 2F: JOINT VENTURE AGREEMENT (Only if applicable)
--

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 2G: MUNICIPAL LEVY PAYMENT
--

The tenderer must attach to this page proof of each company director's registration with the Municipalities (local and/or district) as a payer of municipal rates and taxes.

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

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<p>SCHEDULE 2H: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED COMMITMENTS</p>

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 2I: FORM OF INTENT TO PROVIDE PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so]. A Proforma is attached for the tenderers to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

• PERFORMANCE GUARANTEE

Employer: (Name and Address) _____

Contract No: _____

(Contract title) _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into, a Contract with

(hereinafter called "the Contactor") on the _____ day of _____ 20____
for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

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

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.

5. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R _____ (in figures)
(10 % of the tender sum) that amount I/we agree to hold at your disposal.

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

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

1. _____ Signature _____

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

PROJECT NO: ELM11/2017 FWWU

SCHEDULE 2J: RISK MANAGEMENT PLAN
--

[The Tenderer must attach hereto a Risk Management Plan which outlines how the Tenderer will identify and put plans in place to control project risks. The Tenderer is also expected to generate a risk register with potential risks that the Tenderer is currently foreseeing, including the control measures/proposals required to mitigate or limit the project exposure]

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 3A: EXECUTION PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The preliminary programme should at least be a level 3 programme, also called a Publication Schedule. It includes all major milestones, major elements of design, engineering, procurement, construction, testing, commissioning and/or start-up.

The Execution Programme must be based on the completion time as specified in the Contract Data.

PLEASE NOTE: the cash flow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cash flow management and to minimise delayed payments.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 3B: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003. To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

- (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
- (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

SCHEDULE 3C: CONTRACTOR'S SAFETY PLAN
--

The Tenderer shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

**SCHEDULE 3D: PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:.....
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's workman's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

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PROJECT NO: ELM11/2017 FWWU

SCHEDULE 3E: QUALITY CONTROL PLAN
--

[The Tenderer must attach hereto their Quality Control Plan which outlines how the Tenderer will manage the quality of the work performed. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.]

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PROJECT NO: ELM11/2017 FWWU

SCHEDULE 3F: SOCIAL DEVELOPMENT PLAN

[The Tenderer must attach hereto their Social Development Plan which outlines how the Tenderer will address the critical challenges of poverty, unemployment and inequality, over the short and medium term, with a focus on deepening social assistance and extending the scope of social security; reforming the social welfare sector and its services to deliver better results and strengthening community development. A maximum of 5 points will be awarded for this section, based on how detailed and well developed the Social Development Plan is.]

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EMPLOYER TENDER NUMBER: ELM 45/2020

PART C1 : AGREEMENT AND CONTRACT DATA
--

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data (Part 1)**
- C1.2 Contract Data (Part 2)**
- C1.3 Form of Guarantee**
- C1.4 Adjudicator's Agreement (if applicable)**
- C1.5 Safety Agreement**

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

The tenderer, identified in the offer signature block, 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 authorized, 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 terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

2. 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 C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness Date

¹ As an alternative the following wording may be used :

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission 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.

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, be 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

By the duly authorized 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 changes 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.

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UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The following documents in the following order of precedence shall form and be read and construed as part of this Agreement:

- (a) This Contract Data (Part 1 and Part 2),
- (b) The General Conditions of Contract 2015,
- (c) The Bill of Quantities,
- (d) The Construction Drawings,
- (e) Part C3: Scope of Works, and
- (f) Other documents forming part of the Contract as agreed upon by both parties,

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

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract, are applicable to this Contract:

Clause	Description
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.1.1.35	"Approved Programme" means the latest programme submitted by the Contractor and approved by the Engineer. The latest programme approved by the Engineering supersedes previous Approved Programmes.
1.1.1.36	"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.1.1.37	"Letter of Notification" means the letters of formal notification, to inform any party part of this Contract of certain events that has occurred or might occur due to any given change in the performance of the Contract.
1.1.1.38	"Local" means the neighbouring wards to the location of the project. The Employer shall confirm to the Contractor within twenty-eight (28) days from the Commencement date the neighbouring wards to the project location.
1.1.1.39	"Financial Year" a time period of 12 months for South African municipalities which typically runs from 1 July of each year to 30 June of the following year, unless otherwise communicated by the Employer.

Clause	Description
3.2.3	<p>The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <ol style="list-style-type: none"> Nomination of Engineer's Representative Engineer's authority to delegate Non-working times Suspension of the Works Acceleration instead of extension of time Variations
4.2.3	<p>Should the Contractor fail to proceed with due diligence with any Engineer's instruction, the Engineer may notify the Contractor to proceed within ten (10) days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have. The Employer will be entitled to recover these costs from the Contractor if executed by another party.</p>
4.3.1	<p>"The Contractor shall, within fourteen (14) days from the Commencement date, deliver to the Employer, for his approval, a health and safety file as required by the Occupational Health and Safety Act, the 2014 Construction Regulations and the Employer's Health and Safety Department.</p> <p>The Employer shall approve (or reject) the health and safety file within fourteen (14) days from the date of receipt of the submission.</p>
4.4.5A	<p>In the Contract, "<i>nominated Subcontractor</i>" means a Subcontractor:</p> <ol style="list-style-type: none"> who is stated in the Contract as being a nominated Subcontractor, or whom the Employer's Agent instructs the Contractor to employ as a nominated Subcontractor.
4.4.5B	<p>In this Contract the Contractor shall enter into a subcontract with nominated Subcontractors on the terms and conditions set out in SAFCEC inclusive of the amendments as set out in paragraph "B" below.</p> <p>PARAGRAPH B – SPECIAL CONDITIONS AND AMENDMENTS OF SUBCONTRACT WITH A NOMINATED SUBCONTRACTOR</p> <ol style="list-style-type: none"> The Contractor shall appoint nominated subcontractors in respect of specialist mechanical and electrical works designated as such by the Employer or the Employer's Agent on the terms and conditions of SAFCEC with the following special conditions and amendments:- <ol style="list-style-type: none"> By the addition of the words "<i>summary of prices and/or</i>" between the words "<i>sum</i>" and "<i>and/or</i>" in line 2 of clause 2.7 of SAFCEC. By the addition of the following clause 2.8 into SAFCEC:- In respect of specialist mechanical and/or electrical works designated as such by the Employer or the Employer's Agent the following Contract Price Adjustment Formula shall apply:- <ol style="list-style-type: none"> Mechanical Escalation: 90% of the entire mechanical contract is subject to the following escalation formulae: <ol style="list-style-type: none"> $P_s = P_t \left[0.3 \frac{L_s}{L_t} + 0.7 \frac{M_s}{M_t} \right]$, for Supply and Delivery into Storage $P_s = P_t \left[0.3 \frac{L_s}{L_t} \right]$, for Installation and Commissioning

Clause	Description
	<p>Where,</p> <p>P_e = Escalated Price P_t = Tendered Price L_e = Labour Index (SEIFSA Table C3) ruling at end date L_t = Labour Index (SEIFSA Table C3) tender at end date M_e = Material Index (70% Table Q & 30% Table E – Ex) ruling at end date M_t = Material Index (70% Table Q & 30% Table E – Ex) ruling at tender date</p> <p>b. Electrical Escalation: 90% of the entire electrical contract is subject to the following escalation formulae:</p> <p>i. $P_e = P_t \left[0.2 \frac{L_e}{L_t} + 0.6 \frac{M_e}{M_t} + 0.1 \frac{M_{2e}}{M_{2t}} \right]$, for Supply and Delivery into Storage (Excluding Cables)</p> <p>ii. $P_e = P_t \left[0.2 \frac{M_e}{M_t} + 0.8 \frac{M_{2e}}{M_{2t}} \right]$, for Supply and Delivery into Storage of cables</p> <p>iii. $P_e = P_t \left[\frac{L_e}{L_t} \right]$, for Installation and Commissioning</p> <p>Where,</p> <p>P_e = Escalated Price P_t = Tendered Price L_e = Labour Index (SEIFSA Table C3) ruling at end date L_t = Labour Index (SEIFSA Table C3) ruling at tender date M_e = Production Price Index (SEIFSA Table G) ruling at end date M_t = Production Price Index (SEIFSA Table G) ruling at tender date M_{2e} = Material Index (SEIFSA Table F) ruling at end date M_{2t} = Material Index (SEIFSA Table F) ruling at tender date</p> <p>3. By the addition of the words “Save in the event of electrical and/or specialist mechanical works performed in terms of a nominated Subcontract designated as such by the Employer or the Employer’s Agent and for which payments are to be made in accordance with clause 12.2A below (excluding monthly progress payments, which are to be certified and paid in terms of this clause 12),” at the beginning of clause 12.1 of SAFCEC.</p> <p>3.1. By the addition of the following clause 12.2A between clauses 12.2 and 12.3 of SAFCEC:-</p> <p>“12.2A.1 In respect of specialist mechanical and/or electrical works designated as such by the Employer or the Employer’s Agent performed in terms of a nominated Subcontract certifications and valuations will be performed and payments (except progress payments) will be made by the Contractor to the Subcontractor as follows:-</p> <p>12.2A.1.1 mechanical preliminary and general costs as set out in the summary of prices shall be paid by the Contractor to the subcontractor 7 (seven) days from date of conclusion of the subcontract;</p> <p>12.2.A.1.2 80% of the item value of manufactured works as set out in the summary of prices shall be paid by the Contractor to the Subcontractor within 7 (seven) days of certification by the Employer’s Agent that such manufactured works or portions thereof have been manufactured in accordance with the subcontract specifications</p> <p>12.2.A.1.4 15% of the item value of manufactured works as set out in the summary of prices shall be paid by the Contractor to the Subcontractor within 7 (seven) days of certification by the</p>

Clause	Description
	<p><i>Employer's Agent that such manufactured works or portions thereof have been installed in accordance with the subcontract specifications.</i></p> <p>12.2.A.1.5 <i>5% of the item value of manufactured works as set out in the summary of prices shall be paid by the Contractor to the Subcontractor within 7 (seven) days of certification by the Employer's Agent that such manufactured works or portions thereof have been commissioned in accordance with the subcontract specifications."</i></p>
4.13	The Contractor to execute the Works in accordance with "Part C3 Scope of Works" document and as per the requirements from the Employer, specifically which portions of the Works needs to be completed in the first Financial Year. If the Contractor fails to comply with this clause, the Employer may make use of the Performance Guarantee to reach the required yearly goals.
4.14	At least, but not limited to, 15% of the allocated yearly Financial Year budget/funding amount must be spend on the Mechanical and Electrical Scope of Works. If the Contractor fails to comply with this clause, the Employer may make use of the Performance Guarantee to reach the required yearly goals.
4.15	At least, but not limited to, 30% of the total Civil Works Amount, must comply with the Local Procurement and Development goals of the Employer, as set out in form MBD 6.2
5.3.1	The Contractor shall commence executing the Works within 28 days of the Commencement Date.
5.4.1	The Access to the site is the responsibility of the Employer.
5.6.1	The Contractor shall deliver his programme of work within 14 days of the Commencement Date.
5.6.2.1	The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, and the planned date(s) of Practical Completion of the Works as a whole or in respect of different portions of the Works.
5.6.2.8	Health and Safety Requirements
5.6.2.9	Critical path
5.7.3	"If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties"
5.8.1	The special non-working days are public holidays, Sundays and the year-end break. These days will be excluded from time calculations.
5.9.1	The Contractor is also referred to Clause 3.2.4 (Drawings). Drawings may be issued in electronic format, along with a delivery note which must be signed an email back to the Engineer within three (3) days from the date the drawings was issued electronically.
5.9.3	The Contractor shall give written notice to the Engineer of any instructions or drawings, which the Contractor may require for the execution of the Works at least fourteen (14) days before the drawing is required by the Contractor. The notice shall include details of the necessary drawings, instructions or information required by the Contractor, as well as the details of the nature and amount of the delay likely to be suffered if it is late.
5.10.1	The Contractor cannot make a claim in accordance with Clause 10.1 if the Employer's funding allocation for a given Financial Year has been depleted. However, the Contractor can claim in accordance with Clause 10.1 if the Employer lowers the amount of the communicated Financial Year's funding allocation, before the end of that same Financial Year's end.

Clause	Description
4.13	<p>MENTORING OF LEARNERS</p> <p>Definition</p> <p>Mentor means an experienced and trusted advisor appointed by the National Department of Public Works and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.</p> <p>Objectives of mentorship services</p> <p>The National Department of Public Works' objective in appointing a Mentor is to:</p> <ul style="list-style-type: none"> a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time; b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme outlined in the Scope of Work.
	<ul style="list-style-type: none"> c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme. <p>Authority of mentors</p> <p>The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract.</p> <p>Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
	<p>1. Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

Clause	Description
	<p>(e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;</p> <p>(f) "task" means a fixed quantity of work;</p> <p>(g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;</p> <p>(h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;</p> <p>(i) "time-rated worker" means a worker paid on the basis of the length of time worked.</p>
	<p>2. Terms of Work</p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3. Normal Hours of Work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <p>(a) more than forty hours in any week</p> <p>(b) on more than five days in any week; and</p> <p>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4. Meal Breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p>
	<p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>

Clause	Description
	<p>5. Special Conditions for Security Guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6. Daily Rest Period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7. Weekly Rest Period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p>
	<p>8. Work on Sundays and Public Holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily task rate, if the worker works for less than four hours;</p> <p>(b) double the worker's daily task rate, if the worker works for more than four hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p> <p>9. Sick Leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p>
	<p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p>

Clause	Description
	<p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10. Maternity Leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p>
	<p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <p>(a) four weeks before the expected date of birth; or</p> <p>(b) on an earlier date –</p> <p>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(ii) if agreed to between employer and worker; or</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p>

Clause	Description
	11. Family responsibility leave
	<p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. <p>12. Statement of Conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p>
	<p>12.3. An employer must supply each worker with a copy of these conditions of employment.</p> <p>13. Keeping Records</p> <p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14. Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p>

Clause	Description
	<p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p>
	<p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p>
	<p>15. Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.

Clause	Description
	<p>16. Health and Safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer;
	<ul style="list-style-type: none"> (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17. Compensation for Injuries and Diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18. Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p>
	<p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>

Clause	Description
	<p>19. Certificate of Service</p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
Additional Clause 4.14	<p>At least 30% of the Civil Works Contract Price including VAT, CPA and Contingencies must be performed by local labourers, small business enterprises or sub-contractors. The Contractor will be required to achieve the actual Rand value committed for Local content adjusted accordingly for Variation Orders and Re-measurable items.</p> <p>Within twenty-eight (28) days from the Commencement date, the Contractor will be required to submit a cashflow projections indicating how the 30% will be achieved.</p> <p>Sub-contracting portion(s) of the Work(s) at the same rate/price that the Contractor has been appointed on including profit margins consistent to the profit margins that the Contractor would have applied under normal trading processes.</p> <p>A minimum of 5% shall be due to Black Women Participation of the Contract Price including VAT, CPA and Contingencies.</p> <p>The work allocated as Local, shall be performed directly by the contracted party and may not be allocated or sub-contracted out to other contractors/consultants/service providers.</p> <p>A minimum of 5% of the allocated Financial Year budget from the Employer must be performed by the Locals.</p>
Additional Clause 8.3.1.14	<p>The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works. Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.</p>

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects liability period is 18-months
1.1.1.15 1.2.1.2	<p>The Employer is the EMALAHLENI LOCAL MUNICIPALITY</p> <p>The Employer's address for receipt of communications and notices is :</p> <p>Telephone: (013) 690 6483/6497/6484.</p> <p>Address (Postal) : Address (Physical):</p> <p>P.O. BOX 3 Civic Centre, 29 Mandela Street</p> <p>EMALAHLENI EMALAHLENI</p> <p>1039 1039</p>
1.1.1.16 1.2.1.2	<p>Name of Employer's Agent is INHLAKANIPHO CONSULTANTS</p> <p>The Engineer's address for receipt of communications and notices is :</p> <p>Telephone: (013) 752 6954 Facsimile: 0865100692</p> <p>E-mail : robert@inhlakanipho.co.za</p> <p>Address (Postal): Address (Physical):</p> <p>P.O. Box 6734 8 Drysdale Street</p> <p>Mbombela Mbombela</p> <p>1200 1200</p>
1.1.1.26	The Pricing Strategy – Bill of Quantities (Re-measurable Contract)
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety File and Plan 2. Initial programme 3. Security 4. Insurance
5.3.2	The time to submit the documentation required before commencement of the Works is 28 days.
5.8.1	Non-working days: Sunday
5.8.1	Special non-working hours/days: The SAFCEC recommended industry shutdown period in December and January. All statutory holidays.
5.13.1	The penalty for failing to complete the Works is R25 000 per day, up to 1% of the Contract Sum.
5.16.3	The latent defects period is 10 years for the civil works and 3 years for the electrical and mechanical works
6.2.1	The liability of the Guarantee shall be for 5% of the Tender Price.
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract

Clause	Description
	<p>Price Adjustment Schedule with the following values:</p> $\text{Contract Price Adjustment Factor} = (1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>rounded off to the fourth decimal place.</p> <p>Coefficients for calculating Contract price Adjustment Factor shall be:</p> <p>Value of x is 0.10 a = 0.20 b = 0.35 c = 0.35</p> <p>L is the "Labour Index" and shall be the "Consumer Price Index – for Emalahleni Area" In Release P 0141.1 Table 21</p> <p>The base month is: September 2020 "the month prior to the closing of the Tender"</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% or value of materials and equipment on site and approved.
6.10.3	The percentage retention on the amounts due to the Contractor is 10% including contract price adjustment and contingencies, excluding VAT of which 5% (50% of the retained amount) will be returned when the Certificate of Completion is issued.
7.8.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
8.6.1.1.2	Not required
8.6.1.1.3	R30 000 000.00, Thirty million.
8.6.1.3	The limit of indemnity for liability insurance is R 50 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.
10.3.2	Dispute Resolution shall be by amicable settlement and then Adjudication.
10.5	<ol style="list-style-type: none"> 1. The Adjudicator shall be reimbursed at the hourly rate of R950.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling. 2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: <ol style="list-style-type: none"> (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal advice or technical advice obtained in accordance with the Procedure

Clause	Description
	<p>3. The Adjudicator shall be paid an appointment fee of R 12 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.</p> <p>4. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.</p> <p>5. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.</p>
Additional Conditions of Contract	<p>EXTENSION OF TIME FOR ABNORMAL RAINFALL (OPTION 1)</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p>
	$V = (Nw - Nn) + \left(\frac{Rw - Rn}{X} \right)$
	<p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p>
	<p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p>
	<p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 mm or more has been recorded for the calendar month.</p>
	<p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p>
	<p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p>
	<p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Scope of Work.</p>
	<p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p>
	<p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p>
	<p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p>
	<p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p>

Clause	Description
	<p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>
	<p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense , take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.1.1.9	The Contractor is the <i>[Enter the Legal name of the Contractor].</i>												
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :												
1.1.1.14	The time for completion is..... <i>[State the total number of days, weeks, months or years which must include the special non-working days and the year-end break].</i>												
6.6.1.2.1	The percentage allowance to cover all overhead charges is												
	The variation in cost of special materials is : <table><thead><tr><th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr></thead><tbody><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
.....											
.....											

Signed on behalf of Tenderer:

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.3 : FORM OF GUARANTEE

Contract No. ELM 11/2017 FWWU

WHEREAS THE EMALAHLENI LOCAL MUNICIPALITY
(hereinafter referred to as "the Employer") entered into, a Contract with

.....
(Hereinafter called "the Contractor") on the day of 20.....

for the construction of

.....
at

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....(R.....)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....

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

As witnesses:

1. Signature
2. Duly authorized to sign on behalf of
.....
Address
.....
.....

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT CIVIL WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.4 : ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
..... (name of company/organisation)
of
.....(address) and
..... (name of company/organisation)
of
.....(address)
(the Parties) and (name)
of
.....(address)
(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
and known as

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIBD Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

** Delete as necessary*

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Name: _____
Who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

Name: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

Name: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

Witness _____

Witness _____

Witness _____

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1.	The Adjudicator shall be paid at the hourly rate of R..... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2.	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. b) Telegrams, telex, faxes and telephone calls. c) Postage and similar delivery charges. d) Travelling, hotel expenses and other similar disbursements. e) Room charges. f) Charges for legal or technical advice obtained in accordance with the Procedure.
3.	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within fourteen (14) days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. if the final statement is less than the appointment fee, the balance shall be refunded to the Parties.
4.	The Adjudicator is/is not* currently registered for VAT.
5.	Where the Adjudicator is registered for VAT, it shall be charged additional in accordance with the rates current at the date of invoice.
6.	All payments, other than the appointment fee (item 3) shall become due seven (7) days after receipt of invoice, thereafter interest shall be payable at 5 % per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C1.5 : SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

EMALAHLENI LOCAL MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

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

(hereinafter referred to as the Mandatary)

herein represented by _____

in his capacity as _____
of the Mandatary, he being duly authorized thereto

WHEREAS:

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality , 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**)*

2. 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.
3. 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 Municipality as stipulated in section 37(1) of the Act.
4. 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 THEREFORE 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 Mandatary.

2. ACKNOWLEDGEMENT BY THE MANDATARY

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

3. UNDERTAKING BY MANDATARY

- (a) The Mandatary hereby undertakes and binds himself to the Municipality 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 Mandatary, nor to exempt the Mandatary 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 Nelspruit Municipality is compulsory.
- (e) The Mandatary 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 Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

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

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality 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 Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatary 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 Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. 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 Municipality and the Mandatary 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 loose material of whatever nature may be left in walkways or workplaces or be allowed to block 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 Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatary 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 Mandatary 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 Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary 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 Municipality 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 Mandatary or a sub contractor when there is a non compliance and will specify the time in which it must be rectified. The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or sub contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatary 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 organisations:

- 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 Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality 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 Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, 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 mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality 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 Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality 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 Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatary, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatary damages for the default or breach and the cancellation.

The senior employees of the Mandatary 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 Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatary 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 Municipality 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 Mandatary without obtaining prior written approval from the Municipality 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 Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality 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 Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality 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 Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality 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 MANDATARY

Name (Mandatory) _____

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

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

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

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 MANDATARY

Thus done and signed on this _____ day of _____ 20

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATARY

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C2.1 : PRICING INSTRUCTIONS

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardised specifications”.
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** 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 the Bills of Quantities.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices 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. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these 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 or www.iso.org for information on standards).
- C2.1.8** 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
- C2.1.9** A price or rate is to be entered against each item in the Schedule/Bills 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 Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.

C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kilowatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kilopascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	R/only	=	Rate only
m ³	=	cubic metre	sum	=	lump sum
m ³ .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	Megapascal	W/day	=	Work day

C2.1.12 Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI 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 letters LI 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.

C2.1.13 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.

EMALAHLENI LOCAL MUNICIPALITY

UPGRADING OF FERROBANK WASTEWATER TREATMENT WORKS

EMPLOYER TENDER NUMBER: ELM 45/2020

C2.2: BILLS OF QUANTITIES

AS PER SANS 1200 AND SANS 0120.

INSERT BILL OF
QUANTITIES