



EXCELLENCE IN WATER CARE

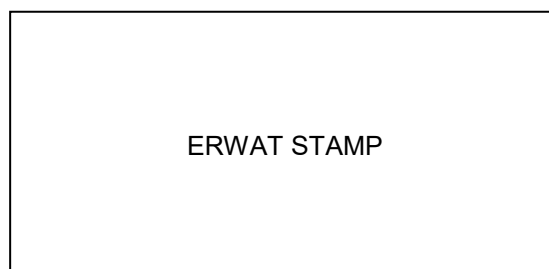
**BID DOCUMENT**

<b>PROJECT NUMBER</b>	ERW202104/TNDR-002	<b>DEPARTMENT</b>	INFRASTRUCTURE PLANNING AND PROJECTS (IPAP)
<b>PROJECT DESCRIPTION</b>	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)		
<b>CONTACT PERSON</b>	MR JEFFREY MATHUNZI	<b>CONTACT DETAILS</b>	Tel: (011) 929-7023 Email: <a href="mailto:Jeffrey.mathunzi@erwat.co.za">Jeffrey.mathunzi@erwat.co.za</a>
<b>FULL NAME OF BIDDER</b>			
<b>CONTACT PERSON</b>		<b>CENTRAL SUPPLIER DATABASE REG. NO</b>	M _____
<b>TEL NUMBER</b>		<b>FAX NUMBER</b>	
<b>E-MAIL ADDRESS</b>			
<b>BIDDER'S OFFER</b>	R _____ INCLUDING VAT		

**A COMPULSORY BRIEFING SESSION WILL BE HELD ON 23 JULY 2021 AT 11H00 VIA VIRTUAL ZOOM MEETING (NOTE: REGISTRATION WILL BE REQUIRED).**

Zoom link: [https://erwat-za.zoom.us/join/tJAudeutpz0vG9F\\_NWPYuseqVJDunJp69zOk](https://erwat-za.zoom.us/join/tJAudeutpz0vG9F_NWPYuseqVJDunJp69zOk)

**CLOSING DATE FOR SUBMISSION OF PROPOSALS: 13 AUGUST 2021 AT 12H00.**




Contractor

Witness 1

Witness 2

Employer

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Witness 2

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### T 1.1 BID NOTICE: ADVERTISEMENT

PROJECT NO.	PROJECT DESCRIPTION	CIDB GRADING	CONTACT PERSON	COMPULSORY BRIEFING SESSION DATE	CLOSING DATE & TIME
ERW202104/ TNDR-002	APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)	N/A	MR JEFFREY MATHUNZI 011 929 7000/23	23 JULY 2021 AT 11:00 VIA VIRTUAL ZOOM MEETING  <u>NOTE</u>  Registration will be required.	13 AUGUST 2021 AT 12:00
Briefing Session Zoom link: <a href="https://erwat-za.zoom.us/join/jtAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk">https://erwat-za.zoom.us/join/jtAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk</a>					

BID document will be circulated to the group of the PSP allocated to this project via e-mail. The Bid document will not be sold to the bidders. The BID document will be shared to the bidders during office hours from 08h00 -13h00 and 14h00 -16h30 weekdays. The documents are usually available a minimum of two days prior the date of the compulsory briefing meeting scheduled for **FRIDAY, 23 JULY 2021 @ 11H00**.

Bidders are encouraged to have bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session. Bidders will be allowed 5 days from the date of the compulsory briefing session to direct further queries to the technical or SCM department per e-mail. An addendum will be sent to the attending bidders with clarity on questions raised during these 5 days. A copy of the minutes and attendance register will be attached thereto for ease reference.

A compulsory clarification meeting with the representative of the employer will be held VIA VIRTUAL ZOOM MEETING (Registration will be required)

**Zoom link:** [https://erwat-za.zoom.us/join/jtAvdeutpz0vG9F\\_NWPYuseqVJDunJp69zOk](https://erwat-za.zoom.us/join/jtAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk)

***Please note:*** this is a **compulsory clarification meeting** and no bids will be accepted if the contractor has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register. Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.

Completed the Bid document in ink and place the clearly marked envelope: **“CONTRACT NO.: ERW202104/TNDR-002”** and **“CONTRACT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)”** in the Tender Box, ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **13 AUGUST 2021 @ 12:00** which hour and date the BIDS will be opened in public at ERWAT Head Office. BIDS shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

**All SCM Enquiries shall be addressed to: Ms Phumzile Mdlalose at contact number 011 929 7000 and email at [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za) and All Technical Enquiries shall be addressed to Mr Jeffrey Mathunzi at contact number 011 929 7023 and email at [Jeffrey.mathunzi@erwat.co.za](mailto:Jeffrey.mathunzi@erwat.co.za).**

Contractor

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*Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2017, the General Condition of Contract (GCC) and, if applicable, any other special conditions of contract.*

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration. The Tender box is generally open 24 hours a day, during weekdays.

ALL TENDER DOCUMENTS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT RE-TYPED)

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations)**

**DATE OF ADVERTISEMENT: 13 JULY 2021**

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## T 1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause No.	Tender Data
F.1.1	<b>The Employer is:</b> Ekurhuleni Water Care Company (ERWAT) Hartbeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park
F.1.2	<b>The tender documents issued by the employer comprise:</b>  <b>SECTION 1: ADMINISTRATIVE COMPLIANCE</b> T 1.1 Invitation to bid T 1.2 Tender Data T 2.1 List of Returnable Documents  <b>SECTION 2 – SCOPE OF WORKS</b> 2.1 Scope of works/specifications 2.2 Evaluation criteria 2.3 Pricing data 2.4 Alternatives Offered 2.5 Site Information 2.6 Drawings  <b>SECTION 3 – CONTRACT DOCUMENTS</b> 3.1 Contract data 3.2 Form of offer and acceptance 3.3 Schedule of deviations 3.4 MBD 7.2: Contract form – rendering of services:

 Contractor

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 Employer

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Clause No.	Tender Data
	<p>Part A: to be completed by the bidder Part B: to be completed by Ekurhuleni water company</p> <p>3.5 Occupational Health And Safety Agreement In Terms Of The Occupational Health And Safety Act, 1993 (ACT NO 85 OF 1993)</p> <p>3.6 Performance management system: DRAFT PMS</p> <p>3.7 Indemnity form</p>
<b>F1.3</b>	<p><b>Interpretation</b></p> <p>The Tender Data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these Tender conditions.</p>
<b>F.1.4</b>	<p><b>The Employers representatives are:</b></p> <p>SCM: Ms Phumzile Mdlalose Telephone: 011 929-7000 E-mail Address: <a href="mailto:publictenders@erwat.co.za">publictenders@erwat.co.za</a></p> <p>Technical: Mr Jeffrey Mathunzi Telephone: 011 929 7023 E-mail Address: <a href="mailto:Jeffrey.mathunzi@erwat.co.za">Jeffrey.mathunzi@erwat.co.za</a></p> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of Request for Proposals (Tender) will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the bidders, under the signature of the Accounting Officer or his nominee will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.</p>
<b>F.1.5</b>	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel a tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received</p> <p>The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.</p>
<b>F.2.2</b>	<p><b>Cost of Bidding</b></p> <p>Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<b>F.2.3</b>	<p><b>Check documents</b></p> <p>The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything</p>

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Clause No.	Tender Data		
	else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer's Agent accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as ERWAT or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.		
<b>F.2.4</b>	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a proposal offer in response to the invitation.</p>		
<b>F.2.5</b>	<p><b>Reference Documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference</p>		
<b>F 2.6</b>	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the Tender data, in order to take the addenda into account.</p>		
<b>F.2.7</b>	<p><b>The arrangements for a compulsory briefing/clarification meeting are:</b></p> <table border="1" data-bbox="244 1131 1541 1332"> <tr> <td data-bbox="244 1131 550 1332"> <b>Date: 23 JULY 2021</b>  <b>Time: 11h00</b> </td><td data-bbox="550 1131 1541 1332"> via VIRTUAL ZOOM MEETING (Registration will be required)   <b>Zoom link:</b> <a href="https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk">https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk</a> </td></tr> </table> <p>Before tendering, bidders should visit the site and acquaint themselves with all the local conditions, the accessibility of the site, the full extent and nature of the operations, the supply of and conditions affecting labour, carriage, carting, unloading, storage and safe custody of materials, workshop accommodation, the scaffolding, tackle and tools necessary for the execution of the contract generally.</p> <p>Bidders are required to thoroughly acquaint themselves with the nature and extent of the work to be done, and to make allowance for items obviously intended and necessary for the proper completion of the work although not specifically specified. Claims due to lack of knowledge will not be entertained.</p> <p>All uncertainties shall be cleared out with the end user department before the tender closing date. No individual should represent more than one bidder at the compulsory briefing session. At least one member of the JV must be present at the compulsory clarification meeting.</p> <p><i>Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.</i></p>	<b>Date: 23 JULY 2021</b> <b>Time: 11h00</b>	via VIRTUAL ZOOM MEETING (Registration will be required)  <b>Zoom link:</b> <a href="https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk">https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk</a>
<b>Date: 23 JULY 2021</b> <b>Time: 11h00</b>	via VIRTUAL ZOOM MEETING (Registration will be required)  <b>Zoom link:</b> <a href="https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk">https://erwat-za.zoom.us/join/register/tJAvdeutpz0vG9F_NWPYuseqVJDunJp69zOk</a>		

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Clause No.	Tender Data
	<p>Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.</p> <p><b><u>Please note:</u></b> Where a <b><u>clarification meeting is compulsory</u></b>, no bids will be accepted if the contractor has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender.</p> <p>However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>
F.2.10	<p><b>Pricing the tender offer</b></p> <p>State the rates and prices in South African Rand (ZAR).</p> <p>The tendered price must provide for items required for the execution of the required services as per the scope of work and provided for in the pricing scheduled/Bill of Quantities.</p> <p>Bidders are required to check their calculations for arithmetical errors as the total Tender price, as submitted, will remain fixed.</p> <p>The Value Added Tax (Act 89 of 1991) as amended, is applicable.</p> <p>All prices quoted are to <u>INCLUDE</u> Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa.</p> <p>Where the whole or a portion of the tendered price may be affected by rates of currencies or variations in the rate of exchange, the bidder shall, in terms of the tender requirements, state in his tender the amount in foreign currency to be paid or remitted abroad and the exchange rate applied in the conversion of this amount into South African currency in calculating the tender price.</p>
F.2.11	<p><b>Alterations to documents</b></p> <p>Bidders must not make any alterations, erasure or additions in the proposal document or pricing schedule/BOQ, except to comply with instructions issued by the employer. All signatories to the Tender offer shall sign next to any alterations in such case.</p> <p>Any alteration, erasure or addition made will not be recognised and the original wording of the Document will prevail. Copies are not allowed; only original documents will be accepted.</p> <p>Bidders shall clarify any doubt about the meaning of any wording in the pricing schedule/bill of quantities <b><u>before</u></b> the Tender closing date. The use of correction fluid/tape is strictly prohibited and will render your bid invalid.</p>

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Clause No.	Tender Data
F.2.13	<p><b>Submitting a Tender offer</b></p> <p>No late, faxed, emailed or other form of Tender will be accepted. Completed Tender documents with attached documents, if any, must be submitted in Black ink in sealed envelope and clearly marked <b><u>with the bid number and full description</u></b>.</p>
F.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format:</p> <ol style="list-style-type: none"> <li><b>Coversheet:</b> List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted.</li> <li><b>Executive Summary:</b> Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered and an overview of the performance guaranteed.</li> <li><b>Relevant Experience and Reference Projects:</b> Information of similar sized projects completed by the Tenderer (in South Africa and worldwide) using the specific technologies requested must be provided. The referenced projects must be comparable in size, complexity and performance achieved to the tendered project. Operation and maintenance experience must also be included here.</li> <li><b>Project Team:</b> Provide a project team organogram showing the structure and composition of the proposed team. A CV (<b>3 pages maximum</b>) highlighting the relevant project specific experience for each team member must be supplied. Permanent staff and contracted staff must be distinguished.</li> </ol> <p>Accept that Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document <b>“FORM C Authority of Signatory”</b>.</p> <p>The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section 2.1 : Scope of Works.</p>
F.2.15.1	<p><b>Closing date and time</b></p> <p><b>13 AUGUST 2021 @12:00</b></p>
F.2.16	<p><b>Tender offer validity</b></p> <p>Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period OF <b><u>ONE HUNDRED AND TWENTY (120) CONSECUTIVE DAYS</u></b> from the date on which bids are due and during this period the Bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;</p> <p>The written approval of this bid by ERWAT, by way of letter of acceptance, shall constitute a contract binding on both parties;</p>

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Clause No.	Tender Data
	Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date signed by both parties.
<b>F.2.18</b>	<p><b>Provide other information</b></p> <p>The bidders are required to submit the following documents. Failure to submit may render your bid invalid and be disqualified:</p> <ul style="list-style-type: none"> <li>(1) (Proof of SARS Tax status (pin issued by the South African Revenue Services);</li> <li>(2) Complete all MBD documents and all the forms as set out in the returnable schedule;</li> <li>(3) Copy of municipal Statement not older than 3 months or letter from landlord stating that rates and taxes are not in arrears for more than 90 days from date of closing of bid.</li> <li>(4) In case of Joint Venture – the Joint Venture Agreement</li> <li>(5) Letter of intent to submit Third Party Liability Insurance and All risk contractor's insurance to cover this contract</li> </ul> <p><b>NB: - Please note that non-compliance to specification may be deemed as an automatic disqualification. Service Providers must quote for all aspects as per the specification.</b></p>
<b>F.3.2</b>	<p><b>Issue Addenda</b></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the Tender Data, in order to take the addenda into account.</p>
<b>F.3.4</b>	<p><b>Opening of Tender Submissions</b></p> <p>Bids are opened in public on closing date and time at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p>
<b>F.3.5</b>	<p><b>Two-envelope System</b></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>
<b>F.3.6</b>	<p><b>Non-disclosure</b></p> <p>After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by ERWAT.</p>
<b>F.3.9</b>	<p><b>Arithmetical Errors</b></p> <p>Check responsive Bid offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> </ul>

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Clause No.	Tender Data
	<p>b) If a Bill of Quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.</p> <p>Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.</p>
<b>F.3.11</b>	<p><b>Evaluation of tender offers</b></p> <p>The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of ERWAT and the Preferential Procurement Regulations of 2017.</p> <p>ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The BEC will shortlist and evaluate the bid document in accordance with the criteria below and make recommendation to the BAC:</p> <ol style="list-style-type: none"> <li>1) <b>Stage 1: Pre-compliance:</b> All pre-qualified tenderer(s) shall progress to functionality evaluation; and where SCM pre-compliance information is not provided, the supply chain department of ERWAT may contact the responsible tenderer to submit within five (5) working days and failure to do so shall result in disqualification.</li> <li>2) <b>Stage 2: Technical/functionality evaluation:</b> evaluation shall take place in two sub stages namely <b>Technical Pre-compliance</b> and <b>Functionality Scoring</b>. All non-compliant bids shall be disqualified and pre-qualified shall progress to Functionality Scoring where bids scoring a minimum of 75 points are qualified for the final stage of evaluation (i.e. Price and Preference).</li> <li>3) <b>Stage 3: Price and Preference Points Evaluation:</b> All eligible Bids having progressed through the second stage shall be evaluated in terms of Price and BBBEE status, by: <ol style="list-style-type: none"> <li>3.1 Confirming that Tenderers progressing beyond the second stage are eligible for the preferences claimed, and if so,</li> <li>3.2 Scoring Bid Evaluation points for preference,</li> <li>3.3 Calculation of the life cycle cost and expressing the sum of capital cost (the price carried forward from the Bill Of Quantities) as well as the running costs as a Net Present Value, which will be used to evaluate the "Price".</li> <li>3.4 Calculating the total Bid Evaluation points, based on Price and BBBEE (90:10) to two decimal places.</li> <li>3.5 Rank Bid Offers from the highest number of Bid Evaluation points to the lowest</li> <li>3.6 Recommend Tenderer with the highest number of Bid Evaluation Points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol> </li> </ol>

Contractor

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Witness 2

Employer

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Clause No.	Tender Data												
	<p><b><u>STAGE 1 : PRE – COMPLIANCE</u></b></p> <p>Bidders are required to submit supporting documents for evaluation purposes. Kindly note that ERWAT reserves the right to request bidders for further clarity or information during the bid evaluation phase. Failure to submit the required information may result in disqualification:</p> <ol style="list-style-type: none"> <li>1. Completion of MBD 1, 2, 3.3, 4, 5, 6.1, 7.2, 8 and 9</li> <li>2. Completion of form A,B,C,D,E,F,G,H,I,J,K,L,M,N,O, P and Q.</li> <li>3. Copy of municipal statement or letter from land-lord stating not older than 3 months.</li> <li>4. Letter of intent to submit Third Party Liability Insurance and All risk contractors insurance to cover this contract.</li> <li>5. Proof of attendance register of the compulsory briefing session as posted on ERWAT website.</li> <li>6. Any and all other information required in terms of section T2, which has to be submitted with the tender.</li> </ol> <p><b><u>STAGE 2 : FUNCTIONALITY CRITERIA</u></b></p> <p><b>TECHNICAL PRE-COMPLIANCE</b></p> <p>Specialist members of team meets the minimum requirements in terms of qualifications and experience that is contactable and validated through affidavits i.e. Bidder must provide an <b>organogram</b> showing that the team has all the following discipline and task leaders with their names. The bidder must also submit their CV's and qualification certificates: (The bidder must clearly indicate the specialists below under <b>Form K</b>).</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. This bid is for a multi-discipline engineering project that is mainly associated with Civil Process, Mechanical and Electrical Engineering services, however, the scope of services comprises of specialized works which shall include (but not limited to) Land Surveyor services, Quantity Survey, Safety and Environmental aspects. Therefore, the service provider shall be required to carry out these specialized works through relevant specialists, and in the event that the service provider lacks in-house specialist capacity, then, he shall be required to <b>outsource</b> such services.</li> </ol> <table border="1"> <thead> <tr> <th>Specialist</th> <th>Minimum Qualification</th> <th>Minimum Professional Registration</th> <th>Minimum experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager (Civil Engineer)</td> <td>BSc/BEng/BTech</td> <td>Pr CPM/ Pr Eng./Pr Tech.</td> <td>Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.</td> </tr> <tr> <td>Civil Engineer</td> <td>BSc/BEng/BTech</td> <td>Pr Eng./Pr Tech.</td> <td>Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.</td> </tr> </tbody> </table>	Specialist	Minimum Qualification	Minimum Professional Registration	Minimum experience	Project Manager (Civil Engineer)	BSc/BEng/BTech	Pr CPM/ Pr Eng./Pr Tech.	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.	Civil Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Specialist	Minimum Qualification	Minimum Professional Registration	Minimum experience										
Project Manager (Civil Engineer)	BSc/BEng/BTech	Pr CPM/ Pr Eng./Pr Tech.	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										
Civil Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										

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Clause No.	Tender Data													
	Specialist	Minimum qualification	Minimum Professional Registration	Minimum experience										
	Mechanical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										
	Process/ Chemical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										
	Electrical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										
	Resident Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech./Pr CPM	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.										
	Clerk of Works	BSc/BEng/BTech	N/A	Completed <b>Ten (10)</b> projects in the built environment										
	Land Surveyor	BSc/BEng/BTech	Pr Land Surveyor	Completed <b>Five (5)</b> projects in the built environment										
	Quantity Surveyor	BSc/BTech	Pr Qs.	Completed <b>Five (5)</b> projects in the built environment										
	Safety Manager	N/A	Pr CHSM.	Completed <b>Five (5)</b> projects in the built environment										
	Environmental Manager	BSc/BTech	Pr Sci.Nat.	Completed <b>Five (5)</b> projects in the built environment										
<p><b>FUNCTIONALITY EVALUATION</b></p> <p>Pre-qualified (i.e. SCM and Technical pre-compliance) service providers will have to achieve a minimum of 75 points out of 100 for their technical proposals before their financial proposals and B-BBEE status are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.</p> <p><b>SCORING PROCESS</b></p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Company Experience in similar projects</td> <td>50</td> </tr> <tr> <td>Key Staff Experience</td> <td>40</td> </tr> <tr> <td>Company Financial Capability</td> <td>10</td> </tr> <tr> <td><b>Possible score for functionality</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>No alteration of technical/functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests</p>					Criteria	Score	Company Experience in similar projects	50	Key Staff Experience	40	Company Financial Capability	10	<b>Possible score for functionality</b>	<b>100</b>
Criteria	Score													
Company Experience in similar projects	50													
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Clause No.	Tender Data										
	<p>for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.</p> <p><b><u>STAGE 3 : PRICE AND PREFERENCE POINTS EVALUATION</u></b></p> <table border="1" data-bbox="264 360 1520 577"> <thead> <tr> <th colspan="2" data-bbox="264 360 1520 409">POINTS</th></tr> </thead> <tbody> <tr> <td data-bbox="264 409 1350 459">PRICE</td><td data-bbox="1350 409 1520 459">90</td></tr> <tr> <td data-bbox="264 459 1350 508">B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td data-bbox="1350 459 1520 508">10</td></tr> <tr> <td colspan="2" data-bbox="264 508 1350 577">Total points for Price and B-BBEE must not exceed</td></tr> <tr> <td data-bbox="264 508 1350 577"></td><td data-bbox="1350 508 1520 577">100</td></tr> </tbody> </table>	POINTS		PRICE	90	B-BBEE STATUS LEVEL OF CONTRIBUTION	10	Total points for Price and B-BBEE must not exceed			100
POINTS											
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Total points for Price and B-BBEE must not exceed											
	100										
	<p>Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.</p>										
F.3.14	<p><b>Prepare Contract Documents</b></p> <p>ERWAT shall establish a Professional Services Agreement in addition to the Service Level Agreement; the Professional Services Agreement shall be adopted from either or a combination of FIDIC, CESA, CIDB, and PROCSA Professional Services Agreement.</p> <p>The Service level agreement, Professional Services Agreement and Bid document shall constitute the contract.</p>										
F.3.17	<p><b>Provide copies of the contracts</b></p> <p>The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p> <p><b>The additional conditions of the Proposal are:</b></p> <ol style="list-style-type: none"> <li>1 ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2 ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations.</li> </ol>										
	<p><b><u>Payment Terms:</u></b></p> <p>Payments will be effected within 30 days from receipt of a valid Invoice/Tax Invoice <b>and</b> Statement. All invoices/tax invoices and statements must comply with the <b>VAT Act No 89 of 1991</b> (and its amendments) before payment can be effected.</p>										
	<p><b><u>Existing Works and Service:</u></b></p> <p>The bidder is responsible for obtaining information regarding services and existing works, which may be affected by this bid.</p> <p>Before the Bidder commences with services, they shall discuss with and have the approval from the Infrastructure Planning and Projects (IPAP) Department.</p>										

Contractor

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Clause No.	Tender Data
	<p>The Bidder shall be held responsible for any damage, injury or accident caused as a result of his failure to take the necessary precautionary measures.</p> <p>Should the Bidder in any event be responsible for the interruption of services without approval, the contractor shall be held responsible for any claims that may arise in this regard.</p>
	<p><b><u>Patents:</u></b></p> <p>The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies ERWAT against any claims arising there-from.</p> <p>All intellectual property rights including, without limitation, copyright, database rights, design and registered design rights, patents and trade mark rights, in the deliverables shall be owned by ERWAT.</p> <p>The contractor, bidder or service provider shall execute any documents to ensure vesting of such rights in the Entity (ERWAT). No trade mark, patent, design or other registration shall be made in the name of the contractor, bidder or service provider, its employees, directors and agents, in relation to any of the deliverables.</p>
	<p><b><u>Registration with relevant regulatory authority:</u></b></p> <p>Bidders, who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids.</p> <p>ERWAT may at any given time request bidders to submit proof thereof.</p>
	<p><b><u>Penalties:</u></b></p> <p>Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract or as concluded in the Service Level Agreement, ERWAT may, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day until actual delivery of performance or as stipulated in the document.</p> <p>ERWAT may consider termination of the contract at it sees fit in terms of the General Conditions of Contract.</p>
	<p><b><u>Increase/decrease in scope of work</u></b></p> <p>The Employer reserves the right to award the bid in part, split the bid or award in total. The Bidder will have no claim in this respect.</p> <p>Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.</p>

Contractor

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Clause No.	Tender Data
	<p><b><u>Domicile &amp; South African Jurisdiction</u></b></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the Republic and specify it in his Bid as his <i>domicilium citandi et executandi</i> where any legal process may be served on him.</p> <p>Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.</p> <p>The parties choose as their respective <i>domicilia citandi et executandi</i> the Following addresses:</p> <p><b>ERWAT</b></p> <p>ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p> <p><b>The Contractor (physical address):</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Change of these addresses will only be valid if the other party has been notified in writing. All notices between the parties concerned must be in writing. If a notice or document is delivered by hand, a written proof of delivery must be obtained; and If not delivered by hand, notices and documents will be sent by registered post; and If a document is delivered by an official of ERWAT, a statement to that effect will be sufficient.</p>
	<p><b><u>Bid Award</u></b></p> <ol style="list-style-type: none"> <li>1. ERWAT requires bidders to perform work of high quality as set out in this bid.</li> <li>2. The lowest tender will not necessarily be accepted and ERWAT reserves the right to accept a tender either as a whole or in part, has the right to award the bid to more than one bidder, or not accept any bid.</li> <li>3. Please note that even though a bid may be awarded and a successful bidder be approved to supply, deliver or render the applicable services to ERWAT, it is not a guarantee that orders will be placed on a regular basis and may only be required on an as and when required basis and will be valid on receipt of an official ERWAT order only.</li> </ol>
	<p><b><u>Non-Awards</u></b></p> <p>Kindly note that bidders, who have submitted a tender, may visit the ERWAT website: <a href="http://www.erwat.co.za">www.erwat.co.za</a> to view the outcome of the relevant bid.</p> <p>In the event that no correspondence or communication is received from ERWAT within 120 consecutive days after the stipulated closing date and time of the Tender, the tender will be deemed to be unsuccessful.</p>

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Clause No.	Tender Data
	The unsuccessful bidder may on written request (in terms of the Access to Information Act) be given reason why their bid was unsuccessful.
	<p><b><u>Right to Appeal</u></b></p> <p>Bidders may appeal against the decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision as provided for by Section 62 of the Municipal Systems Act 32 of 2000.</p>
	<p><b><u>DISCLAIMER – WITHOUT PREJUDICE</u></b></p> <p>While every effort is being made to ensure that specifications are drafted in an unbiased manner to allow all potential suppliers to offer their goods or services as set in Regulation 27 of the MFMA Act - SCM Regulations; ERWAT assumes no liability or responsibility for the completeness, accuracy or usefulness of any of the information.</p> <p>However, in the event that reference is made (intentional or non-intentional) to a particular trade mark, name, patent, design, type, specific origin or producer, ERWAT's intent is of such that there is no other sufficiently precise or intelligible way of describing the characteristics of the works/goods/services required, in which case the bidder must interpret such reference as indicative only and is thus required to offer such and or an equivalent.</p> <p>Any reference to any of the above potential trade barriers must be deemed to also include or refer to the "equivalent".</p> <p>Bidders may submit alternative offers subject to such meeting all the minimum standards, specifications, technical data and or legislative provisions applicable to such.</p> <p>ERWAT does however reserve the right to scrutinise any alternative offers but is under no obligation to accept or award on any alternative offer submitted.</p>
	<p><b><u>CONFIDENTIALITY</u></b></p> <p><b>Over and above the provisions of clause B34 of the general conditions of contract, the following will apply.</b> In the process of representing ERWAT in any matter, the Bidder will have access to sensitive and confidential information. All information accessed, obtained or collected by the Bidder and/or his employees must at all times be kept confidential and not be disclosed to any other person without the prior and written authorisation of the ERWAT.</p> <p>In addition, the information may not be used for personal gain by the Bidder or the Bidder's business, employee, sub-contractor, agent; or any other person, body/organisation, family member receiving that information or data through the Bidder, or any of their employees or agents.</p> <p>Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract.</p>
	<p><b><u>PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000</u></b></p> <p>The Bidder will be required to fully comply with the requirements of the "Access to Information Act, Act 2 of 2000".</p> <p>In terms the Promoting the "Access to Information Act, Act 2 of 2000", ERWAT is obliged to provide certain information to the general public.</p> <p>The Bidder ,as part of his/her function in collecting data on behalf of ERWAT will be required to comply with the provisions of the "Promotion of Access to Information Act, Act 2 of 2000".</p>

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Clause No.	Tender Data
	The extent to which a bidder is obliged to supply or refuse the supply information in terms of the Act shall be determined in consultation with ERWAT.
	<p><b><u>EXTRACTION OF AND DESTROYING OF DATA</u></b></p> <p>The Bidders are required to submit to ERWAT all data in a readable, accessible format at the end of their contract.</p> <p>Bidders will be required to keep records of such data for a minimum period of 6 months where after such must be destroyed and proof thereof submitted to ERWAT.</p>
	<p><b><u>ERWAT GENERAL NOTES:</u></b></p> <p>ERWAT reserves the right to award the bid to one or more than one bidder. Appointed bidder(s) and their personnel will be required to but not limited to:</p> <ul style="list-style-type: none"> <li>• Attend site induction training before any work can be undertaken.</li> <li>• Request and Receive all the relevant work permits/access control and authorizations have to be obtained before any work can be undertaken after approval of the Safety and Health Plan.</li> <li>• The relevant requirement with regards to the Occupational Health and safety act has to be complied with, with particular reference to the safety file in accordance with the relevant commodity and scope of work items covered by this document taking into consideration that the most current regulation will always take precedence.</li> <li>• Submit proof that all the required equipment, tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Contractor.</li> </ul> <p>ERWAT reserves the right to hold the Contractor responsible for any equipment /infrastructure belonging to ERWAT that may be damaged due to Contractor's negligence or poor workmanship.</p>

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## T 2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a Tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.
4. **The Bidder must complete and sign the following returnable Schedules:**

**Failure to comply with these requirements may render the tender liable for disqualification.**

	Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.	NB: To be completed by the Bidder: Fill in Yes or No if proof and/or documents are attached.	NB: For Office Use only : Fill in Yes or No if proof and/or document is attached
<b>MBD 1</b>	INVITATION TO BID		
<b>MBD 2</b>	TAX COMPLIANCE STATUS		
<b>MBD 3.3</b>	PRICING SCHEDULE – PROFESSIONAL SERVICE PROVIDER		
<b>MBD 4</b>	DECLARATION OF INTEREST		
<b>MBD 5</b>	DECLARATION OF PROCUREMENT ABOVE R10 MILLION		
<b>MBD 6.1</b>	PREFERENCE POINTS CLAIM		
	PART A - SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE		
	PART B - SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE		
<b>MBD 8</b>	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
<b>MBD 9</b>	CERTIFICATE OF INDEPENDENT BID DETERMINATION		
<b>FORM A</b>	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD		
<b>FORM B</b>	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE		
<b>FORM C</b>	AUTHORITY OF SIGNATORY		
<b>FORM D</b>	FINANCIAL REFERENCES AND BANK DETAILS		
<b>FORM E</b>	RECORD OF ADDENDA TO TENDER DOCUMENTS		

 Contractor

 Witness 1

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 Employer

 Witness 1

 Witness 2

	Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.	NB: To be completed by the Bidder: Fill in Yes or No if proof and/or documents are attached.	NB: For Office Use only : Fill in Yes or No if proof and/or document is attached
<b>FORM F</b>	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)		
<b>FORM G</b>	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT		
<b>FORM H</b>	CERTIFIED COPY OF ID DOCUMENTS OF OWNERS/MEMBERS/SHAREHOLDERS		
<b>FORM I</b>	CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER		
<b>FORM J</b>	BIDDER'S CREDIT RATING		
<b>FORM K</b>	EXPERTISE OF THE KEY PERSONNEL		
<b>FORM L</b>	APPLICABLE STANDARDS FOR THE DURATION OF THE PROJECT		
<b>FORM M</b>	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT		
<b>FORM N</b>	COPY OF COMPANY REGISTRATION DOCUMENTS		
<b>FORM O</b>	SCHEDULE OF WORK EXPERIENCE		
<b>FORM P</b>	FINANCIAL STATEMENT		
<b>FORM Q</b>	DECLARATION FOR SUB-CONTRACTING AS CONDITION OF TENDER FOR CONTRACT ABOVE R30 MILLION		

Contractor

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**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE “APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)”**

**BID NUMBER: ERW202104/TNDR-002**

**CLOSING DATE: FRIDAY, 13 AUGUST 2021**

**TIME: 12:00**

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked “**CONTRACT NO: ERW202104/TNDR-002** and “**CONTRACT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)**” to be placed in Tender Box at ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.

**Bidders should ensure that bids are in the tender box at the closing time and date, including couriered documents. Any late documents will not be accepted for consideration.**

The box is generally open during office hours: 07:00 – 17:00 Mondays to Fridays.

***N.B.: Bidders must ensure that they submit the full bidding document with all the pages, all requested information completed and signed, including all supporting documents in the areas provided.***

***All bids must be submitted on the official forms – (not to be re-typed). Failure to complete the document in full may result in disqualification.***

***Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.***

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications and technical proposals
2. Value for money
3. Capability to execute the contract
4. PPPFA & related regulations (including BBBEE)
5. Standard conditions of bidding
6. Special conditions of contract
7. General conditions of contract
8. Supporting documents where required

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

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

<b>NAME OF ENTERPRISE</b>					
<b>PHYSICAL ADDRESS:</b>					
<b>POSTAL ADDRESS:</b>					
<b>CONTACT PERSON</b>					
<b>TEL NO:</b> _____ <b>CELL NO:</b> _____					
<b>FAX NO:</b> _____ <b>EMAIL:</b> _____					
<b>COMPANY REGISTRATION NUMBER:</b>					
<b>VAT NUMBER:</b>	<b>TAX REF NUMBER:</b>				
<b>CENTRALISED SUPPLIER DATABASE (CSD) NUMBER:</b>					
<b>ERWAT VENDOR NUMBER (NOT COMPULSORY):</b>					
<b>TOTAL BID PRICE/VALUE (INC. VAT) CARRIED OVER FROM BOQ/PRICING SCHEDULE:</b>	R _____ <b>INCLUDING VAT</b>				
<b>TOTAL NUMBER OF ITEMS OFFERED</b>					
<b>* PREFERENCE POINTS CLAIMED AS PER FORM MBD6.1</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>B-BBEE RATING [LEVEL ____ ]</b></td> <td style="width: 20%;"><b>VALID B-BBEE CERTIFICATE ATTACHED</b></td> <td style="width: 10%; text-align: center;"><b>Yes</b></td> <td style="width: 10%; text-align: center;"><b>No</b></td> </tr> </table>	<b>B-BBEE RATING [LEVEL ____ ]</b>	<b>VALID B-BBEE CERTIFICATE ATTACHED</b>	<b>Yes</b>	<b>No</b>
<b>B-BBEE RATING [LEVEL ____ ]</b>	<b>VALID B-BBEE CERTIFICATE ATTACHED</b>	<b>Yes</b>	<b>No</b>		
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;"><b>Yes</b></td> <td style="width: 20%; text-align: center;"><b>No</b></td> </tr> </table>	<b>Yes</b>	<b>No</b>		
<b>Yes</b>	<b>No</b>				
<b>DISABLED [ ____%]      WOMEN [ ____%]      YOUTH [ ____%]</b>					

**\*IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN  
 NATIONAL ACCREDITATION SYSTEM (SANAS)  
 A REGISTERED AUDITOR  
 A SWORN AFFIDAVIT  
*(tick applicable block)*

☐  
☐  
☐  
☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (SEE MBD6.1) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME AND SURNAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:**

SUPPLY CHAIN QUERIES MAY BE DIRECTED TO:

CONTACT PERSON: Ms Phumzile Mdlalose  
CONTACT DETAILS: (Tel) 011 929 7000  
E-MAIL: [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za)

TECHNICAL QUERIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr Jeffrey Mathunzi  
CONTACT DETAILS: (Tel) 011 929 7023  
E-MAIL: [Jeffrey.Mathunzi@erwat.co.za](mailto:Jeffrey.Mathunzi@erwat.co.za)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

**NEED A TAX CLEARANCE? GO ONLINE**

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will
- be able to print or e-mail the TCC to you.
- To register for e-filing go to: [www.sarsefiling.co.za](http://www.sarsefiling.co.za)

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

**Is your tax compliance status green?**

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising ERWAT to check TCC for tender purposes only.

<b>TCS Details</b>	
<b>Tax payer name</b>	
<b>Trading Name</b>	
<b>Purpose of request</b>	TENDER
<b>Request Reference number</b>	
<b>PIN</b>	
<b>PIN EXPIRY DATE</b>	

***Note: Bidders may attach their Tax compliance status printout to the bidding document.***

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ duly appointed as authorised  
signatory holder, hereby grant **ERWAT** permission to check the TCC status of  
\_\_\_\_\_ and it is duly understood that the search is for tender purposes only.

NAME AND SURNAME

DESIGNATION

DATE

SIGNATURE

FOR ERWAT OFFICE USE ONLY:  
VERIFIED ☐YES / ☐NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRICING SCHEDULE****(Professional Services)**

Name of Bidder \_\_\_\_\_

Bid number: **ERW202104/TNDR-002**Closing Time: **12:00**Closing Date: **13 AUGUST 2021****OFFER TO BE VALID FOR 120 (ONE HUNDRED AND TWENTY) DAYS FROM THE CLOSING DATE OF BID**

1. The accompanying information must be used for the formulation of proposals.
3. Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
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_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____
_____	_____	R_____

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

R\_\_\_\_\_

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\_\_\_\_\_

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**Contractor**

\_\_\_\_\_

**Witness 1**

\_\_\_\_\_

**Witness 2**

\_\_\_\_\_

Employer

Page 10 of 10

**Witness 1**

**Witness 2**

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

(Note these Items are not for Evaluation Purposes, they are to gather possible estimates and to assist with market analysis values)

_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____
_____	R_____

- 5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices  
*(Note these Items are not for Evaluation Purposes, they are for gathering possible estimates for item values that can be sourced from public works and are gazette for.)*

**DESCRIPTION OF EXPENSE TO BE INCURRED****RATE**

_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____
_____	R _____

6. Period required for commencement with project after acceptance of bid \_\_\_\_\_
7. Estimated man-days for completion of project \_\_\_\_\_
8. Are the rates quoted firm for the full period of contract? \_\_\_\_\_
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. A Person who is an advisor or consultant contracted with the municipality.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1 Full Name of bidder or his or her representative: \_\_\_\_\_

4.2 Identity Number: 

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4.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

\_\_\_\_\_

4.4 Company Registration Number: \_\_\_\_\_

4.5 Tax Reference Number: \_\_\_\_\_

4.6 VAT Registration Number: \_\_\_\_\_

4.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 5 below.

4.8 Are you presently in the service of the state? **YES / NO**  
If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

4.9 Have you been in the service of the state for the past twelve months? **YES / NO**  
If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

4.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**  
If so, furnish particulars.

\_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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- 4.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

If so, furnish particulars.

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- 4.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

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- 4.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

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- 4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

If so, furnish particulars.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

**1 MSCM Regulations: “in the service of the state” means to be –**

- (a) A member of –  
 - any municipal council/entity;  
 - any provincial legislature; or  
 - the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the public Finance Management Act, 1999 (Act No 1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

### **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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

**\* Delete if not applicable**

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.

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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.

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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

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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**

a. If yes, furnish particulars

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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 below R50 000 000 (all applicable taxes included).
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed **R50 000 000** (all applicable taxes included) and **90/10** preference point system shall be applicable to this tender.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

<b>POINTS</b>	
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - i. B-BBEE Status level certificate issued by an authorized body or person;
  - ii. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - iii. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

#### 90/10

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

Where:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 In terms of Regulation 6 (2) and 7 (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)	Kindly tick the applicable level and points
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 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 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

YES		NO	
-----	--	----	--

(Tick applicable box)

- 7.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, for subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

7.1.2 BIDDERS DECLARATION FOR SUB-CONTRACTING A MINIMUM OF 30% OF THE VALUE OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED GROUPS	RAND VALUE	% OF TOTAL CONTRACT
i	an EME or QSE which is at least 51% owned by black people and/or;	N/A	
ii	an EME or QSE which is at least 51% owned by black people who are youth and/or;	N/A	
iii	an EME or QSE which is at least 51% owned by black people who are women and/or;	N/A	
viii	an EME or QSE which is at least 51% owned by black people with disabilities.	N/A	

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: \_\_\_\_\_

8.2 VAT registration number \_\_\_\_\_

8.3 Company registration number: \_\_\_\_\_

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One-person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: \_\_\_\_\_

Registered Account Number: \_\_\_\_\_

Stand Number: \_\_\_\_\_

8.8 Total number of years the company/firm has been in business: \_\_\_\_\_

8.9 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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

_____ <b>SIGNATURE(S) OF BIDDER(S)</b>
<b>ADDRESS:</b> _____ _____ _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**NB – BIDDERS MUST TAKE NOTE THAT ERWAT ONLY ACCEPTS THE FOLLOWING FORMATS OF SWORN AFFIDAVIT FOR EME's OR QSE's WHERE YOUR ANNUAL TURNOVER IS LESS THAN R10 MILLION.**

**NO SWORN AFFIDAVITS WILL BE ACCEPTED WHERE A BEE CERTIFICATE HAS BEEN ISSUED TO A BIDDER.**

**WHERE A BEE CERTIFICATE AND SWORN AFFIDAVIT HAS BEEN ATTACHED, THE ORIGINAL OR CERTIFIED BEE CERTIFICATE WILL TAKE PRECEDENCE AND POINTS WILL BE AWARDED BASED ON THE CERTIFICATE ONLY.**

**Please note that that the form is completed only once annually, as the certificate is valid for a period of one year from date of signature of affidavit.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART A - SWORN AFFIDAVIT: B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_% black owned;
  - The enterprise is \_\_\_\_\_% black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths Signature & Stamp: \_\_\_\_\_

**COMMISSIONER OF OATHS STAMP**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B - SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (Fifty Million Rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) \_\_\_\_\_ of the DTI Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by Commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths Signature & Stamp: \_\_\_\_\_

COMMISSIONER OF OATHS STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the company's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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 <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the company / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.5.1	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 ON BEHALF OF BIDDER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **ERW202104/TNDR-002**:

in response to the invitation for the bid made by: **EKURHULENI WATER CARE COMPANY (ERWAT)** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_

\_\_\_\_\_ (Name of Bidder) that:

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 consortium<sup>3</sup> 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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



## FORM A

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN  
MANAGEMENT PURPOSE**

(Note: Attach under Appendix on the proposal document and mark FORM A)

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:**

<b>(TO BE COMPLETED BY THE LANDLORD)</b>		
Name of the Landlord:		
Property Physical Address:		
<b>Please tick below</b>	<b>Yes</b>	<b>No</b>
Rental:                      in arrears for more than 3 months		
Municipal services:      in arrears for more than 3 months		
Landlord Signature:		
Date: _____  <b>Landlord's business stamp here (where applicable)</b>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER  
DATABASE**

(Note: Attach under Appendix on the proposal document and mark FORM B)

CONFIRMATION OF CSD VENDOR INFORMATION		
1	VENDOR NAME	
2	CSD APPROVED NUMBER	M _____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	COMPANY BEE LEVEL	
7	CONTACT PERSON	
8	OFFICE TEL. NUMBER	
9	OFFICE FAX NUMBER	
10	E-MAIL ADDRESS	
11	CELL NUMBER	

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ being the  
authorized signatory, hereby declare that the above information is true and correct.

\_\_\_\_\_  
AUTHORISED SIGNATORY DESIGNATION

\_\_\_\_\_  
NAME AND SURNAME

\_\_\_\_\_  
RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**AUTHORITY OF SIGNATORY TO SIGN BIDS**

(Note: Attach under Appendix on the proposal document and mark FORM C)

The bid shall be signed by a person duly authorised thereto and the following is applicable:

Company: A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

---

Details of person responsible for Bid Document process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

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

Prof./Dr/Mr/Ms \_\_\_\_\_

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number

\_\_\_\_\_ and any Contract which may arise there from on

behalf of \_\_\_\_\_

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_

DATE \_\_\_\_\_

FULL NAMES OF SIGNATORY \_\_\_\_\_

**AS WITNESSES** 1. \_\_\_\_\_

2. \_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

**PRO-FORMA FOR JOINT VENTURES:  
Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

**N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FINANCIAL REFERENCES AND DETAILS OF BIDDERS BANKING INFORMATION****(Note: Attach under Appendix on the proposal document and mark FORM D)****Notes to Bidder:**

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>											
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)											
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc.)											
<b>ACCOUNT NO:</b>											
<b>ADDRESS OF BANK:</b>											
<b>CONTACT PERSON:</b>											
<b>TEL. NO. OF BANK / CONTACT:</b>											
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											

---

**Signature on behalf of Bidder**

**N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

RECORD OF ADDENDA TO BID DOCUMENTS

(Note: Attach under Appendix on the proposal document and mark FORM E)

We confirm that the following communication received from the Employer before the submission of this BID DOCUMENT offer, amending the BID DOCUMENT documents, have been taken into account in this BID DOCUMENT offer:		
	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on \_\_\_\_\_ 20 \_\_\_\_\_,

Mr//Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of \_\_\_\_\_

**SIGNED ON BEHALF OF THE COMPANY** : \_\_\_\_\_

**IN HIS/HER CAPACITY AS** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**SIGNATURE OF SIGNATORY** : \_\_\_\_\_

**WITNESS (signature):** \_\_\_\_\_

**NAME (in capitals):** \_\_\_\_\_

**WITNESS (signature):** \_\_\_\_\_

**NAME (in capitals):** \_\_\_\_\_

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT/ PLAN**

(Note: Attach under Appendix on the proposal document and mark FORM G)

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<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS**

(Note: Attach under Appendix on the proposal document and mark FORM H)

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<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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**CERTIFICATE OF GOOD STANDING FROM THE COMPENSATION COMMISSIONER**

(Note: Attach under Appendix on the proposal document and mark FORM I)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BIDDERS' CREDIT RATING**

(Note: Attach under Appendix on the proposal document and mark FORM J)

**Notes to Bidder:**

1. The Bidder shall attach to this form a credit rating from the bank.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**EXPERTISE OF THE KEY PERSONNEL/ COMPANY**

(Note: Attach under Appendix on the proposal document and mark FORM K)

1. **Personnel / Individual adequacy:** Portfolio of evidence (CV) with a maximum of three pages should be provided; clearly outlining the total years of experience and the nature of projects that each professional has completed.
2. **Qualifications:** Supporting Qualifications and Professional accreditation (i.e. SACAP, ECSA, SACNASP, SACPCPM registration, etc.) shall accompany the three (3) pages Max CV's.
3. **MBD 3.3** ;The tenderer shall state in the table below all the project personnel that will be available for this contract in line with MBD 3.3.

**NOTE :**

- **Failure to provide information shall lead to non-compliance and therefore automatic disqualification.**

In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

This bid is for a multi-discipline engineering project that is mainly associated with Civil Process, Mechanical and Electrical Engineering services, however, the scope of services comprises of specialized works which shall include (but not limited to) Land Surveyor services, Quantity Survey, Safety, Economist Services and Environmental aspects. Therefore, the service provider shall be required to carry out these specialized works through relevant specialists, and in the event that the service provider lacks in-house specialist capacity, then, he shall be required to **outsource** such services.

Key staff Experience						
Item No.	Name	Field of Expertise	Minimum Qualification	Professional Registration Number	Completed projects (NB: According to the stipulated Technical Pre-compliance requirements)	Years of experience (i.e. <b>Post Professional Registration</b> ) in the field of expertise
1.		Project Manager (Civil Engineer)	BSc/BEng/BTech			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Key staff Experience						
Item No.	Name	Field of Expertise	Minimum Qualification	Professional Registration Number	Completed projects (NB: According to the stipulated Technical Pre-compliance requirements)	Years of experience (i.e. <b>Post Professional Registration</b> ) in the field of expertise
2.		Civil Engineer	BSc/BEng/BTech			
3.		Mechanical Engineer	BSc/BEng/BTech			
4.		Process/ Chemical Engineer	BSc/BEng/BTech			
5.		Electrical Engineer	BSc/BEng/BTech			
6.		Resident Engineer	BSc/BEng/BTech			
7.		Clerk of Works	BSc/BEng/BTech			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Key staff Experience

Item No.	Name	Field of Expertise	Minimum Qualification	Professional Registration Number	Completed projects (NB: According to the stipulated Technical Pre-compliance requirements)	Years of experience (i.e. <b>Post Professional Registration</b> ) in the field of expertise
8.		Land Surveyor	BSc/BEng/BTech			
9.		Quantity Surveyor	BSc /BTech			
10.		Safety Manager	N/A			
11.		Environmental Manager	BSc/BTech			

Contractor

Witness 1

Witness 2

Employer







Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

 **Contractor**
 **Witness 1**
 **Witness 2**
 **Employer**
 **Witness 1**
 **Witness 2**



This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Civil Engineer</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.	
_____ <b>(Signature of Person named in Schedule) Date</b>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Mechanical Engineer</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</p>	
<p>(Signature of Person named in Schedule) _____ Date _____</p>	

**NB:**

- In the event that the specified individual is not available upon award ,the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Process/ Chemical Engineer</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.	
_____ <b>(Signature of Person named in Schedule) Date</b>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Electrical Engineer</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.	
<b>(Signature of Person named in Schedule) Date</b>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Resident Engineer</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</p>	
<p>(Signature of Person named in Schedule) _____ Date _____</p>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Clerk of Works</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>  I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.	
_____ <b>(Signature of Person named in Schedule) Date</b>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Land Surveyor</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</p>	
<p>_____  <b>(Signature of Person named in Schedule) Date</b></p>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Quantity Surveyor</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</p>	
<p>(Signature of Person named in Schedule) _____ Date _____</p>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Safety Manager</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>  <b>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</b>	
<hr/> <b>(Signature of Person named in Schedule) Date</b>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

<b>Responsibility or role on the project (as per list in Form K)</b>	<b>Environmental Manager</b>
<b>Name:</b>	<b>ID/passport No:</b>
<b>Overall professional years of experience :</b>	<b>Nationality:</b>
<b>Qualifications( Attach Proof of Qualification) :</b>	
<b>Professional Membership:</b>	
<b>Name of Employer (Firm) :</b>	
<b>Current Position/role :</b>	<b>Years with current firm:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience record pertinent to required service:</b>	
<b>Certification:</b>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my particulars including my qualification and experience; and that I will be available to execute the work for which I have been nominated.</p>	
<p>_____  <b>(Signature of Person named in Schedule) Date</b></p>	

**NB:**

- In the event that the specified individual is not available upon award, the service provider shall provide the client with a professional of equivalent qualification, skill and experience as per the client requirements stipulated for key staff Personnel.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**APPLICABLE STANDARDS FOR THE DURATION OF THE PROJECT**

1. THE FOLLOWING LIST OF STANDARDS SHALL BE APPLICABLE, THOUGH NOT LIMITED TO:

SOUTH AFRICAN DESIGN STANDARDS	
SANS 10100	CONCRETE DESIGN CODE
SANS 10400	NATIONAL BUILDING REGULATIONS
SANS 10160	LOADING CODE
SANS 10162	THE STRUCTURAL USE OF STEEL

**The above standards will be monitored during contract implementation and will form part of the Service Level Agreement (SLA).**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK  
CONTRACTORS INSURANCE TO COVER THIS CONTRACT**

(Note: Attach under Appendix on the proposal document and mark FORM M)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**COPY OF COMPANY REGISTRATION DOCUMENTS**

(Note: Attach under Appendix on the proposal document and mark FORM N)

**1. For Closed Corporations**

CK1 or CK2 or CK9 as applicable (Founding Statement).

**2. For Companies:**

- A letter from the auditors confirming shareholding percentages or
- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) and (6) of each Joint Venture member.

**4. For Partnership**

- Certified Copies of the ID's of the partners

**5. One-person Business / Sole trader/Sole Proprietor**

- Certified Copy of ID

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPANY EXPERIENCE

(Note: Attach under Appendix on the proposal document and mark FORM O)

1. Company experience in the design, construction or resuscitation of Water and Sanitation Infrastructure. Portfolio of evidence should be provided with at least **Five (5)** completion certificate or reference letters; for the design and construction or resuscitation or refurbishment of Water and Sanitation Infrastructure. Number of letters to be used and interpolated if less than five (5). **Appointment letters shall not be accepted.**

**Note to tenderer:**

The tenderer shall enter in the spaces provided below a complete list of the last ten similar contracts awarded to him.

	Employer (Name, Tel No. & Fax No.)	Project Description	Value of Work	Year Completed
1.				
2.				
3.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Employer (Name, Tel No. & Fax No.)	Project Description	Value of Work	Year Completed
4.				
5.				
6.				
7.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Employer (Name, Tel No. & Fax No.)	Project Description	Value of Work	Year Completed
8.				
9.				
10.				

SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE YEARS FOR BIDS WHERE THE  
THRESHOLD EXCEEDS R10 MILLION**

(Note: Attach under Appendix on the proposal document and mark FORM P)

**Note to bidder:**

Tenderer must submit latest financial Statements (i.e. the latest 3-year audited financial statement)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SUB-CONTRACTING AS CONDITION OF TENDER FOR A CONTRACT ABOVE R30 MILLION****(Note: Attach under Appendix on the proposal document and mark FORM Q)**

1. Regulation 9 of the Preferential Procurement Policy Act, 2000 (Act 5 of 2000) – Preferential Procurement Regulations, 2017 provides the following:

***Subcontracting as condition of tender***

9.(1) *If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups .*

(2) *If an organ of state applies subcontracting as contemplated in sub regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-*

(a) *an EME or QSE;*

(b) *an EME or QSE which is at least 51% owned by black people ;*

(c) *an EME or QSE which is at least 51% owned by black people who are youth;*

(d) *an EME or QSE which is at least 51% owned by black people who are women;*

(e) *an EME or QSE which is at least 51% owned by black people with disabilities;*

(f) *an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;*

(g) *a cooperative which is at least 51% owned by black people ;*

(h) *an EME or QSE which is at least 51% owned by black people who are military veterans; or*

(i) *more than one of the categories referred to in paragraphs (a) to ( h).*

(3) *The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.*

2. **Bidders attention is drawn to the definitions applicable to this section as set out in the MBD 6.1 form.**

3. **BIDDERS DECLARATION FOR SUB-CONTRACTING A MINIMUM OF 30% OF THE VALUE OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:**

NO.	ADVANCE DESIGNATED GROUPS	RAND VALUE	% OF TOTAL CONTRACT
1	an EME or QSE which is at least 51% owned by black people and/or;	N/A	
2	an EME or QSE which is at least 51% owned by black people who are youth and/or;	N/A	
3	an EME or QSE which is at least 51% owned by black people who are women and/or;	N/A	
4	an EME or QSE which is at least 51% owned by black people with disabilities.	N/A	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**4. DETAILS OF THE SUB-CONTRACTING PARTY:**

- Name of the sub-contractor: \_\_\_\_\_
- Sub-contracting company registration number: \_\_\_\_\_
- Rates and taxes not older than 3 months attached: **Yes/No**
- MBD 4 of contracting party attached: **Yes/No**
- BBBEE Level: \_\_\_\_\_ (Certified or original to be attached)
- CSD number: MAAA\_\_\_\_\_

**5. LIST OF NATIONAL TREASURY ACCREDITED SUPPLIERS:**

A list of all suppliers registered on a database approved by the National Treasury is available from National Treasury's Centralised Supplier Database at: [www.csd.org.za](http://www.csd.org.za).

Kindly contact the Supply Chain Unit should you require any assistance relating to the extraction of the data.

6. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the advanced designated groups claimed, based on the B-BBEE status level of contribution indicated above 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. In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iii. If the B-BBEE status level of the advanced designated groups 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. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S) OF BIDDER(S)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



## **SECTION 2 – SCOPE OF WORKS AND PRICING DATA**

DESCRIPTION		BIDDER TO CONFIRM THAT ALL PAGES COMPLETED & SIGNED: YES/NO	FOR OFFICE USE ONLY VERIFIED BY SCM OFFICIAL: YES/NO
2.1	SCOPE OF WORKS/SPECIFICATIONS		
2.2	EVALUATION CRITERIA		
2.3	PRICING SCHEDULE DATA		
2.4	ALTERNATIVES OFFERED		
2.5	SITE INFORMATION		
2.6	DRAWINGS		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2.1. SCOPE OF WORKS

### SCOPE OF WORKS/SPECIFICATIONS

#### 2.1.1. PROJECT MANDATE

ERWAT is seeking professional services to implement the additional infrastructure improvement project of the Olifantsfontein WCW Intervention Programme that will increase the capacity of Olifantsfontein Water Care Works (WCW) while also improving process efficiencies and effluent quality.

The implementation of the Olifantsfontein WCW Intervention Programme is conducted in two (2) stages as follows;

- The **first stage**; this stage is currently undergoing and is primarily focusing on the resuscitation of Module 3.
- The **second stage**; this stage is the one currently planned to be implemented through this bid and will focus on the upgrade and rehabilitation of the all the infrastructure within the Olifantsfontein WCW (module 1, 2 and 3) and other activities that have been omitted under the first stage as a result of budget constraints.

The scope of work is of a nature of a multi-discipline engineering project that is mainly associated with Process Engineering and Civil Engineering, Mechanical Engineering and Electrical Engineering, however, the scope of services also extended to specialized works which shall include (but not limited to), Quantity Survey and Land Survey. Therefore, the service provider/s shall be required to carry out these specialized works through relevant specialists, **and in the event that the service provider lacks in-house specialist capacity; then, the Service Provider shall be required to outsource such services.**

The following site conditions and challenges at Olifantsfontein WCW should be noted:

- The WCW is built on a dolomitic area
- Limited available footprint for new facilities
- Most plant infrastructure and equipment are of age and have dilapidated
- Unavailability of some of the As-built drawings

#### 2.1.2. BACKGROUND OF THE WCW

##### History of plant

The Works was commissioned in 1972 and was based on the conventional biofilter process with a capacity of 4.5 Ml/d. A 9 Ml/d extension to the works was commissioned at the beginning of 1976 which was also based on the biofilter process. The estimated biological loading at the time was 6 000kg BOD/d based on an estimated population of 120 000 people equivalent (PE) and 50g BOD/capita.d. The total hydraulic capacity of the works was 13.5 Ml/d.

In 1987 the Works was modified (Phase 2). The biofilter system was capable of handling the flow of 13.5 Ml/d satisfactorily, but this flow was to be increased to 16 Ml/d with a biological loading of 8192kg BOD/d, performing as roughing filters and producing a sub- standard effluent which required further treatment in a new activated sludge plant. The combined biological treatment capacity of the biofiltration and activated sludge processes was 19 456 kg BOD/day and was able to handle a flow of 38 Ml/d.

In 1994 the Phase 3 extension (known as Module 1 and 2) was commissioned, two activated sludge plants with a capacity of 35 Ml/d each. In 1995 the rehabilitation of Phase 2 was commissioned which included the relocation of the Phase 2 activated sludge plant secondary clarifiers and related pump stations and the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

construction of a new primary settling tank with elutriation, also with a capacity of 35 Ml/d. With this addition, the capacity of module 3 was effectively reduced from 38 to 35 Ml/d.

Originally, the works overall capacity was 105 Ml/d (ADWF) hydraulically, and was able to treat the following organically:

- Chemical Oxygen Demand (COD).....914 mg/l
- Suspended solids .....441 mg/l
- Total Kjeldahl Nitrogen (TKN).....64 mg/l
- Total Phosphorus (TP) .....13 mg/l

The plant has now been regraded to the following overall capacity due to tilted PST in module 3 not in use and other constraints at the plant:

**Overall capacity when Module 3 is with PST**

	Phoredox	UCT	MUCT	MLD
ADWF	62,7	68,1	71,7	
COD	66 393	72 111	75 923	kg/d
TSS	26 792	29 099	30 637	kg/d
TKN	5 474	5 945	6 259	kg/d
Ammonia	3 066	3 330	3 506	kg/d
TP	608	661	695	kg/d
Ortho Phosphate	389	422	445	kg/d

**Overall capacity when Module 3 is without PST**

	Phoredox	UCT	MUCT	MLD
ADWF	55,6	61	64,6	
COD	58 875	64 593	68 405	kg/d
TSS	23 758	26 065	27 604	kg/d
TKN	4 854	5 325	5 640	kg/d
Ammonia	2 719	2 983	3 159	kg/d
TP	539	592	627	kg/d
Ortho Phosphate	345	378	401	kg/d

### Plant Description

Raw sewage is screened and degrittied in the combined Inlet Works. From here flow is split to the newer Modules 1 and 2, and to the older Module 3.

### Module 1 and 2

The flow to Modules 1 and 2 is split into two and both are measured. Both Modules 1 and 2 are identical. Flow to each Module is settled in its own primary sedimentation tank (PST). The primary sludge is screened and recycled back to the PSTs for the elutriation of volatile fatty acids (VFAs). Wasted primary sludge is pumped to the anaerobic digesters.

The settled sewage is routed to identical Biological Nutrient Removal reactors for the biological removal of COD, Ammonia and Phosphate, with its associated a-, r- and s-recycles. These BNRs are able to run in the 3-stage Phoredox, UCT, Modified UCT and Johannesburg processes. Each Module has two Separators where

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

suspended materials are settled out. The clarified effluent is chlorinated and routed through a Chlorine Contact Tank before being discharged to the Kaalspruit.

### Module 3

The flow to Module 3 is measured and settled in a single PST. The primary sludge is screened and recycled back to the PST for the elutriation of volatile fatty acids (VFAs). Wasted primary sludge is pumped to the anaerobic digesters. The settled sewage is split to a biofilter system and activated sludge system.

In the biofilter system the settled sewage is sprayed or trickled over the top surface of six biological filters through which it then percolates. The biofilters are aerated by natural draft to provide oxygen to the process. A biofilm containing a large number of organisms forms on the surface of the media. As the sewage flows over this biofilm a series of complex bio-chemical reactions take place by which organic material is removed from the sewage. The organisms require oxygen and this is obtained from the air circulating in the filter bed. Hence maximum ventilation should be provided. The biofilm increases in thickness until eventually portions break away and are carried out of the bed in the effluent. This material is known as 'humus' which is traditionally separated from the effluent in six humus tanks.

According to available information, the effluent can either gravitate from the humus tank to the aeration basin of the BNR of the Activated Sludge System, or be pumped to the PST division box for recirculation during low flows. The humus sludge is collected in the humus sump and pumped to the division box of the PST.

In the Activated Sludge system the biological removal of COD, Ammonia and Phosphate, with its associated a-, r- and s-recycles takes place. The BNR can only run in the three stage Bardenpho configuration. Two clarifiers settle out suspended materials. A system of maturation ponds with a retention period of one day has been made available as a Chlorine Contact Tank, although it is not currently used as such. Chlorine dosing occurs from the Module 1 and 2 system directly into the effluent discharge channel.

In order to comply with the Special Standard for phosphates, a ferric chloride dosing facility is available for all the modules, which can be dosed at the overflow of all the BNR reactors.

### Design Influent Flow Characteristics

Olifantsfontein Water Care works receives a combination of industrial and domestic sewage from Tembisa, certain suburbs in the north of Kempton Park, Ivory Park including Olifantsfontein, Midstream Estate Extension 2, Western and Southern parts of Chloorkop and Esselen Park Extension among others. The total influent is 105 Ml/d (ADWF) and is distributed equally to the existing 3 Modules at the plant by a system of weirs and sluice gates at the Head of works. Extraneous inflow at the Head of Works overflows to the emergency storage ponds, and then recycled back to the Head of Works during periods of low flows.

Any excess flow is bypassed to the emergency storage ponds in order to limit the total flow to the three modules to a maximum. The bypass flow is not measured, except when the emergency storage dams are emptied by returning the flow to the inlet works and eventually flowing through the measuring flume. Consequently, no information is available on peak flow. The maximum capacity of the sewers entering the WCW is 240 Ml/d. The manholes in the sewer network will overflow whenever the flow exceeds 240 Ml/d and will not reach the WCW. The maximum capacity of the emergency bypass pipeline is 30 Ml/d.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The inflow is divided to each of the three modules, with some flexibility to control the fraction of the flow to module 3. The sluice gates in the channels after the flow division are also used by the operators to manipulate the flow to each of the modules. It was observed that the flow is backing up in the inlet works and that the measuring flume is submerged when the sluice gates are partially closed. The flow recorded in the measuring flume is therefore not reliable and will be higher than the actual flow. Any records of the diurnal flow patterns are therefore not correct. There are flow meters installed in each of the three channels. In order to compensate for the measurement error of the flow meter at the inlet works, the flow to each of the modules is recorded daily. This information is used to calculate the total daily inflow into the plant and is recorded. It should be noted that it does not contain any information with respect to peak dry weather flow (PDWF) or peak wet weather flow (PWWF).

The average and maximum design flows that can be accepted with and without the biofilters are summarized in Table 1.

	ADWF (MI/d)	Maximum flow (MI/d)	Peak factor
Sewer		240	
Inlet works		240	
Emergency bypass		30	
Flow division	105	210	2
PST Module 1	35	70	2
PST Module 2	35	70	2
PST Module 3	35	70	2
Module 1 Activated Sludge Reactor	35	70	2
Module 2 Activated Sludge Reactor	35	70	2
Module 3 Biofilters	16	16	1
Module 3 Activated Sludge Reactor	22	44	2

Table 1 Summary of the design flows of the major unit process at Olifantsfontein WCW

## Sludge Disposal and Management

The primary sludge from Modules 1, 2 and 3 is pumped to the Anaerobic Digesters 2 to 6. Digester 1 is used for storage of WAS in case of problems with the thickening and dewatering systems. The digesters are unheated; however, Digesters 1, 2, 5 & 6 are unmixed and Digester 3 & 4 are mixed. Under normal operating conditions the stabilized sludge is drawn off to the sludge drying beds and the supernatant returned to the inlet works. It is also possible to pump the stabilized primary sludge to the Belt Press (Dewatering) system.

Waste Activated sludge (WAS) is withdrawn from the aerobic zones from all three Modules and/or from Secondary Settling Tank Underflow (Return Activated Sludge (RAS)) for Module 1 and 2. This is combined with scum from module 1 & 2 settling tanks to the Dissolved Air Flotation (DAF) tanks. This sludge combination is thickened and pumped to the Belt Press (Dewatering) system. The stabilized primary sludge and WAS is combined and screened before being fed into the Belt Press system. A flocculent is dosed before the sludge is fed to the belt presses. A conveyor transports the dewatered sludge to a concrete slab. The dewatered sludge is loaded on to trucks and transported to various farmers for agricultural use. Olifantsfontein WCW Process Flow Diagram is shown below:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



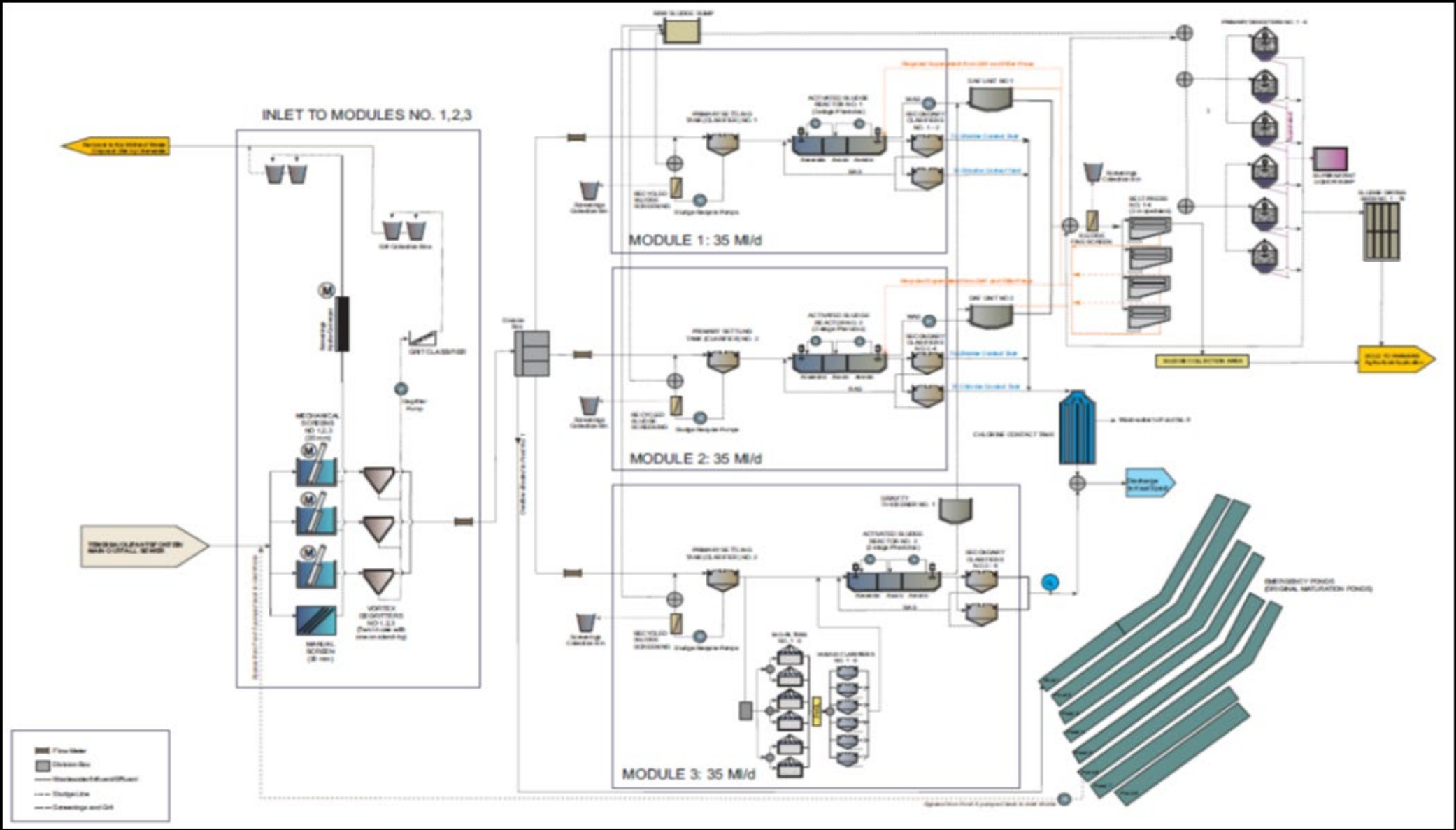


Figure 1. Process flow Diagram

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

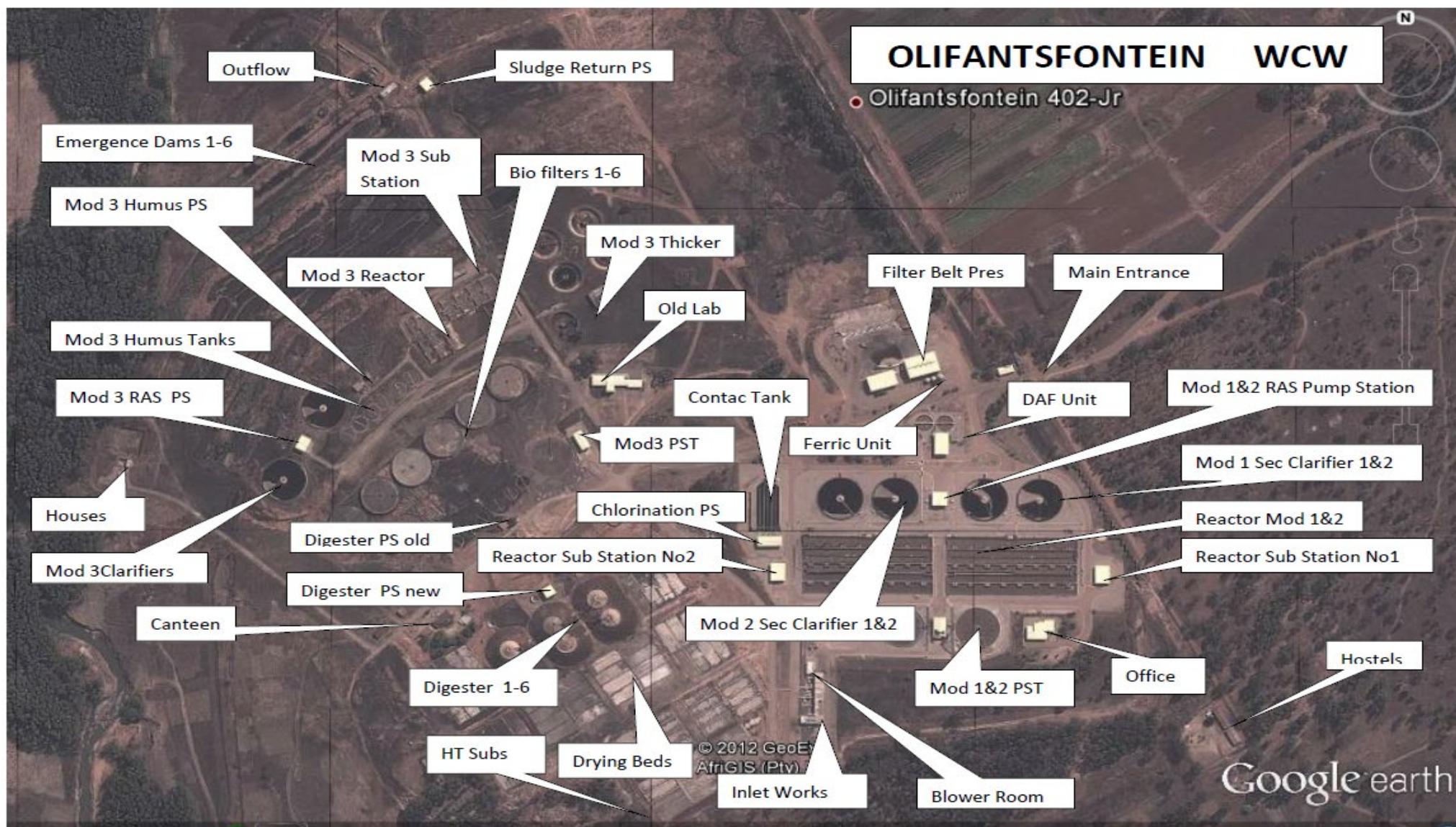


Figure 2: Olifantsfontein WWTW Google Layout

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 2.1.3. INDICATIVE SCOPE OF WORKS

The objective of the assignment is to complete planning, design and supervision of all the construction works necessary to upgrade and refurbish the sites. The Scope of Work for this second stage of the Olifantsfontein WCW Intervention Programme will include (**but not limited to**) the following tasks:

- Plant modelling (inclusive of sampling)
- Additional Bioreactor at module 3
- Possible retrofit on Module 1
- Possible retrofit on Module 2
- Possible retrofit on Module 3
- Heat and Mixing at the Digesters
- Possible retrofit at the Sludge handling facility
- Sand and Fat trap for the WCW
- Upgrade of the CoE Pumpstation
- Lining of emergency dams
- Refurbishment of the Return Pumpstation for emergency dams
- Upgrade and/or refurbishment of buildings
- New Guardhouse at the CoE Pumpstation
- Upgrade of High mast lighting
- Odour control
- Stormwater Control Management
- Improvement/Upgrade of the electrics and electronics
- Improvement/Upgrade of the electrical equipment
- Improvement/Upgrade of the mechanical equipment
- HAZOP studies
- Balancing dam
- Upgrade of chlorine and ferric dosing facilities
- Upgrade of Dissolved Air Flotation (DAF) and Filter Belt Press (FBP) plants
- Possible retrofit poly make-up system and allow spillage containment
- Ferric dosing system retrofit
- FBP sludge area barn roof
- Possible retrofit chlorine dosing system

The bidder shall be required to undertake the following services:

- Process design in co-operation with the ERWAT's personnel, taking the following into account:
  - Existing flows and loads received at plant;
  - Peak wet weather flows;
  - Final effluent quality standards;
  - Standardization of technology within ERWAT;
  - Water use license requirements.
- Concept design and preliminary engineering design including foundation investigations, process and hydraulic analysis and design, with preliminary engineering design drawings.
- Detailed engineering design that includes all civil, mechanical, electrical and process control.
- Preparation of contract documentation taking the following into account the ERWAT's procurement policy.
- Site supervision and contract supervision.
- Commissioning of plant

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Operations and maintenance manual.
- As-built drawings.
- Environmental Impact Assessment to obtain a Record Of Decision (ROD) and water use license Application in terms of the National Water Act (Act 36 of 1998) (if applicable)

#### 2.1.4. DETAILED DESCRIPTION OF THE WORKS

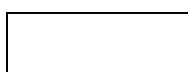
The professional service provider shall be expected to manage and execute the Olifantsfontein WCW Intervention programme from initiation to completion according to the ECSA guidelines stipulated in the GOVERNMENT GAZETTE NO 39480, 04 DECEMBER 2015, BOARD NOTICE 138 OF 2015. These guidelines include although not limited to: **Inception, Preliminary Design, Detailed Design, Documentation and Procurement, Contract Administration and inspection and Close-out.**

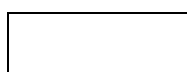
**2.1.4.1.** The service provider shall integrate all the Civil, Electrical, Electronics, Instrumentation, Mechanical, Quantity Survey, Land Survey and Project Management Services necessary to Upgrade and refurbish the Olifantsfontein WCW Infrastructure. The following activities shall form part of the scope of services to be delivered (but not limited) by the professional service provider/s.

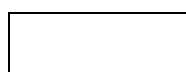
- Assess the Water Care Works, the sewer conveyance systems, Pumpstations and the buildings.
- Investigate and determine the technical and financial feasibilities, defining their implications;
- Consult with all relevant stakeholders;
- Produce proposals to upgrade and refurbish the Olifantsfontein WCW infrastructure and built new;
- Establish the full scope of works to the satisfaction of the Intervention needs;
- All Designs should be compatible to the existing infrastructure on site and the new proposed plant, pipe and Pumpstations designs to be accordance to bettering the state of the WCW infrastructure.
- Provide regulatory, statutory and legislative requirements.
- Design and refurbish the sanitation infrastructure services according to the latest design standards.

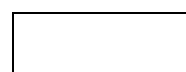
**2.1.4.2.** Project deliverables.

<b>STAGE 1 : Inception</b>	
Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>• Assist in developing, defining, refining and finalising the project brief, scope of work and the scope of services.</li> <li>• Attend project initiation meetings</li> <li>• Advise on procurement policy for the project</li> <li>• Advise on the rights, constraints, consents and approvals</li> <li>• Define the scope of services and scope of work</li> </ul>	<ul style="list-style-type: none"> <li>• Agreed scope of services and scope of work</li> <li>• Signed Professional Services agreement</li> <li>• Report on project, site and functional requirements</li> <li>• Schedule of required surveys, tests, analyses, site and other investigations.</li> </ul>

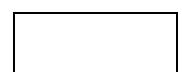
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- required
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary
- surveys, analyses, tests and site or other
- investigations where such information will be
- required for Stage 2 including the availability and
- location of infrastructure and services
- Determine the availability of data, drawings and
- plans relating to the project
- Advise on criteria that could influence the project life
- cycle cost significantly (financial design criteria)
- Provide necessary information within the agreed
- scope of the project to other consultants involved

- Schedule of consents and approvals

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**STAGE 2 : Concept and Viability / Preliminary Design**

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

**Typical Activities**

- Agree documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings
- Establish the concept design criteria
- Prepare initial concept design and related documentation
- Advise the client regarding further surveys, analyses,
- tests and investigations which may be required
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design
- Coordinate design interfaces with other consultants involved
- Prepare process designs (where required),
- Preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

**Typical Deliverables**

- Concept design including drawings, calculations and other related documents.
- Schedule of required surveys, tests and other investigations and related reports.
- investigations and related reports
- Process design
- Preliminary design
- Cost estimates as required
- Design report.

**STAGE 3 : Design Development / Detail Design**

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

**Typical Activities**

- Review documentation programme with principal consultant and other consultants involved
- Attend design and consultants' meetings
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultant's designs and requirements into the design
- Prepare design development drawings including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval

**Typical Deliverables**

- Design development drawings
- Outline specifications
- Services co-ordination.
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**STAGE 4 : Documentation and Procurement.**

**NB: Prepare and deliver all documents in line with the provisions of ERWAT's SCM Policy and Procedures.**

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

**Typical Activities**

- Attend design and consultants' meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required
- Assist in the evaluation of tenders
- Assist with the preparation of contract documentation for signature
- Assess samples and products for compliance and design intent

**Typical Deliverables**

- Final procurement documents including contractual documentation, technical, pricing specifications and schedules, and working drawings.
- Services co-ordination
- Budget construction cost
- Tender documentation
- Tender evaluation report
- Tender recommendations
- Priced contract documentation

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>STAGE 5: Contract Administration and Inspection</b>	
Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>• Prepare design development drawings including draft technical details and specifications.</li> <li>• Attend site handover.</li> <li>• Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.</li> <li>• Carry out contract administration procedures in terms of the contract.</li> <li>• Prepare schedules of predicted cash flow.</li> <li>• Prepare pro-active estimates of proposed variations for client decision making.</li> <li>• Attend regular site, technical and progress meetings.</li> <li>• Inspect works for conformity to contract Documentation</li> <li>• Adjudicate and resolve financial claims by contractor(s)</li> <li>• Assist in the resolution of contractual claims by the contractor</li> <li>• Establish and maintain a financial control system.</li> <li>• Clarify details and descriptions during construction as required</li> <li>• Prepare valuations for payment certificates to be issued by the principal agent</li> <li>• Witness and review of all tests and mock ups carried out both on and off site</li> <li>• Witness and review of all tests and mock ups carried out both on and off site</li> <li>• Check and approve contractor drawings for design intent</li> <li>• Update and issue drawings register.</li> <li>• Issue contract instructions as and when required</li> <li>• Review and comment on operation and maintenance manuals, guarantee certificates and warranties</li> <li>• Inspect the works and issue practical completion and defects lists</li> <li>• Assist in obtaining statutory certificates</li> </ul>	<ul style="list-style-type: none"> <li>• Schedules of predicted cash flow</li> <li>• Construction documentation</li> <li>• Drawing register</li> <li>• Estimates for proposed variations</li> <li>• Contract instructions</li> <li>• Financial control reports</li> <li>• Valuations for payment certificates</li> <li>• Progressive and draft final account(s)</li> <li>• Practical completion and defects list</li> <li>• Electrical Certificate of Compliance</li> </ul>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Stage 6 : Close out services:</b>	
Fulfil and complete the project closeout including necessary documentation to facilitate effective completion, handover and operation of the project.	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>Inspect and verify the rectification of defects</li> <li>Receive, comment and approve relevant payment valuations and completion certificates.</li> <li>Facilitate and or procure final operations and maintenance manuals, guarantees and warranties.</li> <li>Prepare and or procure as –built drawings and documentation.</li> <li>Conclude the final accounts where relevant.</li> </ul>	<ul style="list-style-type: none"> <li>Valuations for payment certificates and concluding of final accounts.</li> <li>Works and completion lists and certificates.</li> <li>Operations and maintenance manuals, guarantees and warranties.</li> <li>As-built drawings and documentation.</li> <li>Close Out Report</li> <li>Hand Over Meeting Minutes</li> </ul>
<b>Supervision/Monitoring of the construction works: (Level 3: Full time construction monitoring)</b>	
The engineer to constantly review samples of materials and workmanship on site.	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>Review samples of materials and work procedures for conformity to contract documentation, review completed work prior to covering up, or on completion, as appropriate.</li> <li>Assist with preparation of as-built records and drawings to the extent required in the agreement with the client.</li> <li>Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.</li> </ul>	<ul style="list-style-type: none"> <li>Quality assurance plan</li> <li>Monthly reports report.</li> <li>Completion certificates.</li> </ul>

**General Requirements:**

1. Bidders must take note that any designs must take into account all legislative provisions, national/international standards as well as DTI local content provisions where applicable.
2. The proposal on the report/design shall ensure compliance with OHS Provisions as well as National Building Regulations.
3. Prepare and deliver the construction bid documents and ensure that they take into account the provisions of ERWAT's SCM policy and procedures.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2.2. EVALUATION CRITERIA

ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

1. **Stage 1: SCM Pre-compliance/Administrative compliance:** All the pre-qualified bidders shall progress through to functionality evaluation. Where some SCM pre-compliance information is not provided the supply chain department of ERWAT shall contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification.
2. **Stage 2: Technical/functionality evaluation:** evaluation shall take place in two sub stages ,namely **Technical Pre-compliance** and **Functionality Scoring**. All non-compliant bids shall be disqualified and pre-qualified bids will progress to Functionality Scoring where bids scoring a minimum of 75% points are qualified for the final stage of evaluation (i.e. Price and Preference).
3. **Stage 3: Price and Preference:** Scoring of all eligible Bids having progressed through the second stage of evaluation in terms of Price and Preference only, by:
  - 3.1. Confirming that that Tenderers progressing beyond the second stage are eligible for the preferences claimed, and if so,
  - 3.2. Scoring Bid evaluation points for price and preference points.
  - 3.3. As ERWAT is not certain of the total contract value of this contract, calculating the total Bid evaluation points, to two decimal places based on the Price and Preference on (90/10) system. Thus, the recommended bidders' price will determine the (90/10) scoring.
  - 3.4. Rank Bid offers from the highest number of Bid evaluation points to the lowest.
  - 3.5. Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

### 2.2.1 TECHNICAL / FUNCTIONALITY EVALUATION

#### TECHNICAL PRE-COMPLIANCE

Bidders to provide a portfolio of evidence for Key staff experience (Form K) as a prequalifying condition. The CV's shall clearly indicate the type of works, years of practice, qualification and proof of professional registration; all CV's shall have a **maximum of three (3) pages** and shall be accompanied by affidavits to validate the information contained therein.

This bid is for a multi-discipline engineering project that is mainly associated with Civil Process, Mechanical and Electrical Engineering services, however, the scope of services comprises of specialized works which shall include (but not limited to) Land Surveyor services, Quantity Survey, Safety, Economist Services and Environmental aspects. Therefore, the service provider shall be required to carry out these specialized works through relevant specialists, and in the event that the service provider lacks in-house specialist capacity, then, he shall be required to outsource such services.

EXPERTISE OF KEY PERSONNEL			
Specialist	Minimum qualification	Minimum Professional Registration	Minimum experience
Project Manager (Civil Engineer)	BSc/BEng/BTech	Pr CPM/ Pr Eng./Pr Tech.	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXPERTISE OF KEY PERSONNEL			
Specialist	Minimum qualification	Minimum Professional Registration	Minimum experience
Civil Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Mechanical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Process/ Chemical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Electrical Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Resident Engineer	BSc/BEng/BTech	Pr Eng./Pr Tech./Pr CPM	Completed <b>Ten (10)</b> projects in the engineering services for bulk conveyance or Treatment Works of Water/ Sanitation Infrastructure.
Clerk of Works	BSc/BEng/BTech	N/A	Completed <b>Ten (10)</b> projects in the built environment
Land Surveyor	BSc/BEng/BTech	Pr Land Surveyor	Completed <b>Five (5)</b> projects in the built environment
Quantity Surveyor	BSc /BTech	Pr Qs.	Completed <b>Five (5)</b> projects in the built environment
Safety Manager	N/A	Pr CHSM.	Completed <b>Five (5)</b> projects in the built environment
Environmental Manager	BSc/BTech	Pr Sci.Nat.	Completed <b>Five (5)</b> projects in the built environment

## **FUNCTIONALITY**

No alteration of technical / functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate the proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

Functionality Documentation must either be attached to the applicable Returnable Schedule as stated below or can be bound into a separate volume and clearly referenced to in each of the applicable schedules. **If the functionality document is not attached to the page or clearly referenced it will be deemed not to have been included.**

## **THE RENDERING OF PROFESSIONAL SERVICES:**

The information submitted with each Bid will be evaluated against the criteria in the table below: Tenderers shall ensure that their proposals are suitable to be evaluated through the criteria covered in the table below, and the case for which no information is provided, the bid shall receive no points. The bidder is required to score a minimum of **75 points** in order to be considered for further evaluation (i.e. Price and Preference)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Criteria	Score
Company Experience in the design and construction or resuscitation or refurbishment of Water and Sanitation Infrastructure	50
Key Staff Experience	40
Company Financial Capability	10
Possible score for functionality	100

CRITERION	CRITERION DETAILS	POINTS
<p>Company Experience in the design and construction or resuscitation or refurbishment of Water and Sanitation Infrastructure</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>Appointment letters and Purchase Orders submitted without Reference letters or Completion Certificates shall not be accepted</li> </ul>	<p><b>Bidders shall provide a portfolio of evidence with completion certificates or reference letters; for the design construction or resuscitation or refurbishment of Water and Sanitation Infrastructure.</b> Only signed completion certificates and reference letters on the letterheads of the previous client/employer with a clear description of works, contract value, contact person, and contact details of the contact person (day contact number and company email address) will be accepted.</p>	50
	5 letters or more = 50	
	4 letters = 40	
	3 letters = 30	
	2 letters = 20	
	1 letter = 10	
	No submission = 0	
<p>Evaluation of the overall Experience of each professional in their field of expertise shall be based on comparing their experience to the preferred minimum experience stipulated in the Bid. The staff experience is based on <b>post professional status attainment</b>.</p> $P = \left[ \frac{Y_x}{Y_{min}} \right] \times P_{max}$ <p><b>P = allocated points.</b></p> <p><b>P<sub>max</sub> = maximum allowable points.</b></p> <p><b>Y<sub>x</sub> = offered overall years of experience.</b></p> <p><b>Y<sub>min</sub> = preferred minimum years of experience.</b></p> <p><b>NB: Where :</b></p> <p><b>Y<sub>x</sub> &gt; Y<sub>m</sub> ; P = P<sub>max</sub></b></p>	<p><b>The bidder must clearly indicate, under Form K and in the submitted CV's, the overall experience of each prequalified professional in their field of expertise.</b></p>	40
	Project Manager_Civil Engineer (Pr CPM/ Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 7 points, Y<sub>min</sub> = 10 years</b>	
	Civil Engineer (Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 5 points, Y<sub>min</sub> = 5 years</b>	
	Mechanical Engineer (Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 5 points, Y<sub>min</sub> = 5 years</b>	
	Process/ Chemical Engineer (Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 5 points, Y<sub>min</sub> = 10 years</b>	
	Electrical Engineer (Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 5 points, Y<sub>min</sub> = 5 years</b>	
	Resident Engineer (Pr Eng./Pr Tech.), <b>P<sub>max</sub> = 2 points, Y<sub>min</sub> = 10 years</b>	
	Land Surveyor (Pr Land Surveyor), <b>P<sub>max</sub> = 3 points, Y<sub>min</sub> = 5 years</b>	
	Quantity Surveyor (Pr Qs.), <b>P<sub>max</sub> = 3 points, Y<sub>min</sub> = 5 years</b>	
	Safety Manager (Pr CHSM.), <b>P<sub>max</sub> = 3 points, Y<sub>min</sub> = 2 years</b>	
	Environmental Manager (Pr Sci.Nat.), <b>P<sub>max</sub> = 2 points, Y<sub>min</sub> = 5 years</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS	POINTS
<b>Company Financial Capability</b> Financial Resources (Bank rating)	<b>Bidders shall provide a portfolio of evidence Based on reference checks with Tenderer's Bank.</b>	<b>10</b>
	Bank Rating A - Undoubted for the amount of enquiry – <b>10 points</b>	
	Bank Rating B - Good for the amount of enquiry – <b>8 points</b>	
	Bank Rating C - Good for the amount of enquiry if applied strictly in the way of business – <b>6 points</b>	
	Bank Rating D - Fair trade risk for the amount of your enquiry – <b>4 points</b>	
	Bank Rating E - Figures considered too high – <b>2 points</b>	
	Failure to produce a bank document explicitly stating the Bank rating will result in <b>0 points</b> being awarded in this category	
<b>TOTAL</b>	<b>Bidder must score a minimum of 75 points to be considered for further evaluation.</b>	<b>100</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **2.3. PRICING DATA**

### **PRICING INSTRUCTIONS**

1. The amounts inserted in the Bill of Quantities shall be aligned with the rates, amounts and quantities furnished by the service provider under **MBD 3.3**.
2. The service provider shall provide a cost breakdown for each item priced in the Bill of Quantities (Attach under Appendix on the proposal document )
3. The professional fees shall be claimed and paid according to the ECSA guidelines for professional fees.

**NB:.. All necessary or requested pricing attachments shall be submitted as an appendix marked “Pricing Data” under the proposal document.**

### **PRICING SCHEDULE**

- a) The general terms and conditions of the appointment will be as stipulated in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) of the Engineering Council of South Africa (ECSA) and Tariff of Fees as contained in the Government Gazette No. 39480, 04 December 2015, Board Notice No. 138 of 2015 as amended at the date hereof and/or other respective profession acts as promulgated. In the event that a person where a profession act is not required/ available, the National Treasury guidelines for professional fees will apply.
- b) The bidder shall fill in a rate against the daily rate column below; these rates shall be used for “**Price adjustments**” and “**Ad-Hoc Services**”, and shall be compatible with the schedule of quantities and identical to **MBD 3.3**.

ITEM	PERSON AND POSITION	HOURLY RATE	DAILY RATE
1.	Project Manager_Civil Engineer (Pr CPM/ Pr Eng./Pr Tech.)	R_____	R_____
2.	Civil Engineer (Pr Eng./Pr Tech.)	R_____	R_____
3.	Structural Engineer (Pr Eng./Pr Tech.)	R_____	R_____
4.	Geotechnical Engineer (Pr Eng./Pr Tech.)	R_____	R_____
5.	Geo-hydrologist (Pr Eng./Pr Tech.)		
6.	Mechanical Engineer (Pr Eng./Pr Tech.)	R_____	R_____
7.	Chemical Engineer (Pr Eng./Pr Tech.)	R_____	R_____
8.	Process Engineer (Pr Eng./Pr Tech.)	R_____	R_____
9.	Electrical Engineer (Pr Eng./Pr Tech.)	R_____	R_____
10.	Electronic Engineer (Pr Eng./Pr Tech.)	R_____	R_____
11.	Resident Engineer (Pr Eng./Pr Tech./Pr CPM)	R_____	R_____

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ITEM	PERSON AND POSITION	HOURLY RATE	DAILY RATE
12.	Engineering Technician	R _____	R _____
13.	Draughtsman	R _____	R _____
14.	Data Capturer	R _____	R _____
15.	Clerk of Works	R _____	R _____
16.	Land Surveyor (Pr Land Surveyor)	R _____	R _____
17.	Architect (Pr Arch.)	R _____	R _____
18.	Quantity Surveyor (Pr QS)	R _____	R _____
19.	Safety Manager (Pr CHSM)	R _____	R _____
20.	Safety Officer (Pr CHSO)	R _____	R _____
21.	Environmental Manager (Pr Sci.Nat.)	R _____	R _____

*(Note these additional Items are not for Evaluation Purposes, they are to gather possible estimates for item values that can be sourced from public works)*

Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

*(Note these Items are not for Evaluation Purposes, they are for gathering possible estimates for item values that can be sourced from public works and are gazette for.)*

#### DESCRIPTION OF EXPENSE TO BE INCURRED

#### DAILY RATE

THE RATES SOURCED FROM THE "RATES FOR REIMBURSABLE EXPENSES - CONSULTANT'S GUIDELINES" ISSUED BY DÉPARTEMENT OF PUBLIC WORKS SHALL BE APPLICABLE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

*(Note these Items are not for Evaluation Purposes, they are for gathering possible estimates for item values that can be sourced from public works and are gazette for.)*

**DESCRIPTION OF EXPENSE TO BE INCURRED****DAILY RATE**

THE RATES SOURCED FROM THE "RATES  
EXPENSES \_CONSULTANT'S GUIDELINES"  
ISSUED BY DÉPARTEMENT OF PUBLIC WORKS  
SHALL BE APPLICABLE

I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications for the tender sum as indicated and within the time for completion as specified in the Contract.

BIDDER'S name: \_\_\_\_\_

BIDDER'S signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cellular number: \_\_\_\_\_

E Mail Address: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 2.4. ALTERNATIVE OFFERS

If a bidder wishes to submit an alternative for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents.

No alternative bid will be considered, unless an unqualified bid, strictly on the basis of the bid documents, is also submitted.

If subsequently required, the bidder shall submit fully detailed drawings and calculations of the alternative bid in the form set out by the Engineer, and the cost of checking calculations and drawings shall be for the bidder's account, if his bid is accepted.

Only ISO/SANS/SABS or items registered with the relevant regulatory authority will be considered.

Please note that ERWAT reserves the right to accept or not accept the alternative offered.

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**SIGNATURE OF BIDDER**

---

**DATE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2.5. SITE INFORMATION

**OLIFANTSFONTEIN WATER CARE WORKS**  
KERAMIEK ROAD, OLIFANTSFONTEIN

S	E
25°56'24.48"	28°12'57.96"

Olifantsfontein Water Care Works is located on Portion 34 of the farm Olifantsfontein 402JR, in the Ekurhuleni Metropolitan Municipal Area. The site is bounded by the Olifantspruit to the North and Kaalspruit to the South.

Access to the site is via Keramiek Street from the East. The GPS Co-ordinates for Olifantsfontein Water Care Works are 25°56'24.49"S; 28°12'57.64"E. A locality map is shown under Figure 2 below;



Figure 2. Locality Map

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



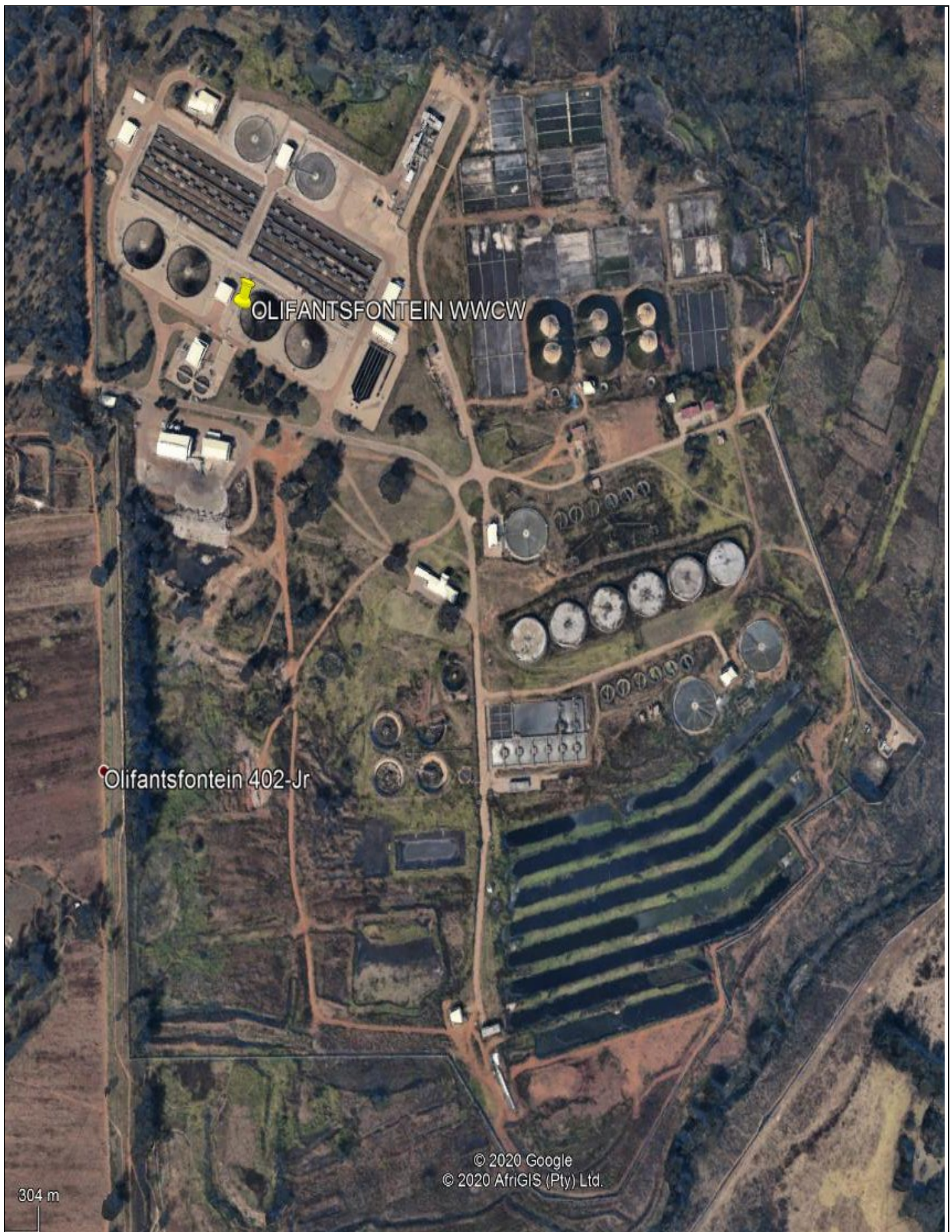


Figure 3. WCW Layout.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.6. DRAWINGS

Kindly note that the available as-built drawings will be handed out at the compulsory briefing session

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<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## **SECTION 3: THE CONTRACT**

DESCRIPTION		BIDDER TO CONFIRM THAT ALL PAGES COMPLETED & SIGNED: YES/NO	FOR OFFICE USE ONLY VERIFIED BY SCM OFFICIAL: YES/NO
3.1	CONTRACT DATA		
3.2	FORM OF OFFER AND ACCEPTANCE		
3.3	SCHEDULE OF DEVIATIONS		
3.4	MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES:		
	PART A: TO BE COMPLETED BY THE BIDDER		
	PART B: TO BE COMPLETED BY EKURHULENI WATER COMPANY		
3.5	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)		
3.6	PERFORMANCE MANAGEMENT SYSTEM: DRAFT PMS		
3.7	INDEMNITY		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 3.1 CONTRACT DATA

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the “*Standard Professional Services Contract (July 2009)*” published by the Construction Industry Development Board (CIDB), *Third Edition of CIDB document 1014*.

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

Documents can be downloaded from the CIDB website

<http://www.cidb.org.za/procurement/Pages/Construction-Contracts.aspx>

It is agreed that the only variations from the “General Conditions of Contract” are those set out hereafter under “Special Conditions of Contract”.

#### SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract, and an appropriate heading.

#### AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

#### DATA PROVIDED BY THE EMPLOYER

Clause	Data
<b>SCC 3.4 and 4.3.2</b>	<p><b><u>The Employer:</u></b></p> <p>The Employer is <b>Ekurhuleni Water Care Company (ERWAT)</b></p> <p>The authorised and designated representative of the Employer is:</p> <p>Name : Mr Jeffrey Mathunzi  Telephone : 011 929-7023  E-mail : <a href="mailto:jeffrey.mathunzi@erwat.co.za">jeffrey.mathunzi@erwat.co.za</a></p> <p>The address for receipt of communication is :</p> <p>Telephone : <b>011 929 7000</b>  Fax : <b>011 929 7031</b>  Address : <b>Hartebeestfontein Office Park  R25 (Bapsfontein/Bronkhorstspuit Road)  Kempton Park</b></p>
<b>SCC 1</b>	The project is <b>ERW202104/TNDR-002 : APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW)</b>
<b>SCC 1</b>	The period of performance is <b>36 months</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data									
SCC 1	The start date is <b>the date agreed as start date upon signing of the entire contract agreement, which shall take place after the award of the project.</b>									
SCC 3.5	The Location for the performance of the project is <b>ERWAT OLIFANTSFONTEIN WATER CARE WORKS (KERAMIEK ROAD, OLIFANTSFONTEIN_ GPS COORDINATES OF 25°56'24.48"S, 28°12'57.96"E).</b>									
SCC 3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data									
SCC 3.12	The Penalty will be calculated as a percentage on the <b>outstanding fee portion of the work</b> at a rate of <b>0,02% per day</b> until it reaches a <b>maximum of 5%</b> of the outstanding portion of the work									
SCC 3.16.1	The time-based fees may be adjusted for inflation; and in cases of such adjustments ,the applicable adjustment indices shall be those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.									
SCC 5.4.1	<div><div>The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Service Provider is required to provide the following insurances: The amounts of insurance and the periods for which the Consultant maintains insurance are:</div><table><tr><th>Event</th><th>Cover</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services</td><td>The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited</td><td>5 years</td></tr><tr><td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td><td>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</td><td>12 months</td></tr></table></div>	Event	Cover	Period following Completion of the whole of the services or earlier termination	Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited	5 years	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months
Event	Cover	Period following Completion of the whole of the services or earlier termination								
Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited	5 years								
Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Data		
	Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	<b>12 months</b>
<b>SCC 8.1</b>	The Service Provider is to commence the performance of the Services <b>within 7 Days</b> of date that the Contract becomes effective.		
<b>SCC 9.1</b>	Copyright of documents prepared for the Project shall be vested with ERWAT		
<b>SCC 11.1</b>	A Service Provider may subcontract any work which he has the skill and competency to perform.		
<b>SCC 13.1.3</b>	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R10-million.		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Sub- Clause	Data
<b>Clause 1, 5.3</b>	<p><b><u>The Service Provider :</u></b></p> <p>The Service provider is : .....</p> <p>Address : .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone : .....</p> <p>Fax : .....</p> <p>The authorised and designated representative of the Employer is:</p> <p>Name : .....</p> <p>The address for receipt of communications is :</p> <p>Telephone : .....</p> <p>Fax : .....</p> <p>E-mail : .....</p> <p>Address : .....</p> <p>.....</p> <p>.....</p>
<b>Clause 5.3</b>	<p>The authorised and designated representative of the Employer is:</p> <p>Name : .....</p> <p>The address for receipt of communications is :</p> <p>Telephone : .....</p> <p>Fax : .....</p> <p>E-mail : .....</p> <p>Address : .....</p> <p>.....</p> <p>.....</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3.2 FORM OF OFFER AND ACCEPTANCE

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT No. ERW202104/TNDR-002: DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE UPGRADE AND REFURBISHMENT OF THE OLIFANTSFONTEIN WATER CARE WORKS (WCW).**

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 FOR ALL THE WORKS (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 Bidder before the end of the period of validity stated in the Bid Document Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Bidder \_\_\_\_\_  
(Name and address of organisation)

Name & Signature of Witness: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

And drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the Bid Document Data and any addenda thereto listed in the Bid Document Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 7 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Bidder \_\_\_\_\_  
(Name and address of organisation)

Name & Signature of Witness: \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

### 3.3 SCHEDULE OF DEVIATIONS

**Notes:**

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid Document closing date is limited to those permitted in terms of the Conditions of Bid Document.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 Bid 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 Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

**1 Subject:**

Details:

**2 Subject:**

Details:

**3 Subject:**

Details:

**4 Subject:**

Details:

**5 Subject:**

Details:

**6 Subject:**

Details:

**7 Subject:**

Details:

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Document Data and addenda thereto as listed in the Bid Document Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder 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 Bid Document documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)Witness: \_\_\_\_\_  
Name Signature

Date: \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)Witness: \_\_\_\_\_  
Name Signature

Date: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**3.4 CONTRACT FORM: RENDERING OF SERVICES****MBD7.2**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) \_\_\_\_\_ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ERW**\_\_\_\_\_ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** \_\_\_\_\_**CAPACITY** \_\_\_\_\_**SIGNATURE** \_\_\_\_\_**NAME OF FIRM** \_\_\_\_\_**DATE** \_\_\_\_\_**WITNESSES****1** \_\_\_\_\_**2** \_\_\_\_\_**DATE:** \_\_\_\_\_

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**CONTRACT FORM: RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)**

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your bid under reference number: ERW202104/TNDR-002 dated \_\_\_\_\_ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
<i>Kindly refer to the pricing schedule/BOQ</i>				

4. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) \_\_\_\_\_

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

**WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **3.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT IS made at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Between EKURHULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one part, herein represented by \_\_\_\_\_

In his capacity as \_\_\_\_\_

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998, and

\_\_\_\_\_ (hereinafter called "the Mandatory") of the other part, herein represented by:

\_\_\_\_\_ in his capacity as \_\_\_\_\_

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz DESCRIPTION: and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

#### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
  - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8: General duties of Employers to their employees
    - (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- (iii) Section 37: Acts or omissions by employees or mandatories
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement

- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER :** \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

(Name) \_\_\_\_\_  
(Print)

(Name) \_\_\_\_\_  
(Print)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:** \_\_\_\_\_

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

(Name) \_\_\_\_\_  
(Print)

(Name) \_\_\_\_\_  
(Print)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

### 3.6 PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A draft PMS has been included (***See “Draft Performance Management”***), however the final document will be concluded with the appointed bidder and the costing for this project will run during the **2020/2021 financial budget year.**

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#### ACCEPTANCE OF PMS AGREEMENT

**You are hereby requested to sign this document as acceptance of the agreement.**

#### CONTRACTOR

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

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#### EKURHULENI WATER COMPANY

Signature : \_\_\_\_\_

Name : **MR. T GOPANE**

Designation : **MANAGING DIRECTOR**

Date : \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 3.7 ERWAT INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend ERWAT and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
  - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
  - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
  - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
  - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor's employees or the death of/or injury or sickness or disease to third parties.
  - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
  - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.
  - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or ERWAT's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
  - 1.8 Contractor shall indemnify ERWAT against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, \_\_\_\_\_ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>TEL:</b>	
<b>CELL:</b>	
<b>DATE:</b>	
<b>SIGNATURE:</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2