



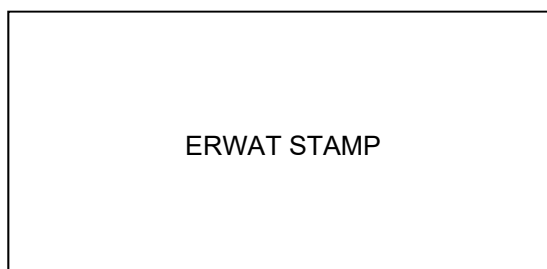
## BID DOCUMENT

<b>PROJECT NUMBER</b>	ERW202108/TNDR-010	<b>DEPARTMENT</b>	INFRASTRUCTURE PLANNING AND PROJECTS (IPAP)
<b>PROJECT DESCRIPTION</b>	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT)		
<b>CONTACT PERSON</b>	MS AUDREY MASHAO	<b>CONTACT DETAILS</b>	Tel: (011) 929-7000/7053 Email: <a href="mailto:audrey.mashao@erwat.co.za">audrey.mashao@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 VIRTUAL BRIEFING SESSION WILL BE HELD ON FRIDAY THE 11<sup>TH</sup> FEBRUARY 2022 AT 11H00 VIA VIRTUAL ZOOM MEETING (NOTE: REGISTRATION WILL BE REQUIRED).**

Zoom link: <https://erwat-za.zoom.us/join/jwtduGrgTMvE9DcK5ygFpdPLG2cKaJrLIZO>

**CLOSING DATE FOR SUBMISSION OF PROPOSALS: FRIDAY, 25<sup>TH</sup> FEBRUARY 2022 AT 12H00.**



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## T 1.1 BID NOTICE: ADVERTISEMENT

PROJECT NO.	PROJECT DESCRIPTION	CONTACT PERSON	COMPULSORY VIRTUAL BRIEFING SESSION DATE	CLOSING DATE & TIME
ERW202108/TNDR-010	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT)	MS AUDREY MASHAO 011 929 7000/53  Phumzile Mdlalose 011 929 7000	11 <sup>TH</sup> FEBRUARY 2022 AT 11:00 VIA VIRTUAL ZOOM MEETING  <u>NOTE</u>  Registration will be required.	25 <sup>TH</sup> FEBRUARY 2022 AT 12:00

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, 11<sup>TH</sup> FEBRUARY 2022 @ 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/9tJwtdUGrqTMvE9DcK5ygFpdPLG2cKaJrLIZO>

***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.: ERW202108/TNDR-010”** and **“CONTRACT DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT)”** in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **FRIDAY, 25<sup>TH</sup> FEBRUARY 2022 @ 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)/ [phumzile.mdlalose@erwat.co.za](mailto:phumzile.mdlalose@erwat.co.za) and All Technical Enquiries shall be addressed to Ms Audrey Mashao at contact number 011 929 7053 and email at [audrey.mashao@erwat.co.za](mailto:audrey.mashao@erwat.co.za).**

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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: 25 JANUARY 2022**

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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	<p><b>The Employer is:</b></p> <p>Ekurhuleni Water Care Company (ERWAT)</p> <p>Hartebeestfontein Office Park</p> <p>R25 (Bapsfontein/Bronkhorstspuit Road)</p> <p>Kempton Park</p>
F.1.2	<p><b>The tender documents issued by the employer comprise:</b></p> <p><b>SECTION 1: ADMINISTRATIVE COMPLIANCE</b></p> <p>T 1.1 Invitation to bid</p> <p>T 1.2 Tender Data</p> <p>T 2.1 List of Returnable Documents</p> <p><b>SECTION 2 – SCOPE OF WORKS</b></p> <p>2.1 Scope of works/specifications</p> <p>2.2 Evaluation criteria</p> <p>2.3 Pricing data</p> <p>2.4 Alternatives Offered</p> <p>2.5 Site Information</p> <p>2.6 Drawings</p> <p><b>SECTION 3 – CONTRACT DOCUMENTS</b></p> <p>3.1 Contract data</p> <p>3.2 Form of offer and acceptance</p> <p>3.3 Schedule of deviations</p> <p>3.4 MBD 7.2: Contract form – rendering of services:</p>

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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 Care 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: Audrey Mashao Telephone: 011 929 7053 E-mail Address: <a href="mailto:audrey.mashao@erwat.co.za">audrey.mashao@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.	
F.2.4	<b>Confidentiality and copyright of documents</b>  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.	
F.2.5	<b>Reference Documents</b>  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	
F 2.6	<b>Acknowledge Addenda</b>  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.	
F.2.7	<b>The arrangements for a compulsory virtual briefing/clarification meeting are:</b>	
	<b>Date: 11 FEBRUARY 2022</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/9tJwtdUGrqTMvE9DcK5ygFpdPLG2cKaJrLIZO">https://erwat-za.zoom.us/join/9tJwtdUGrqTMvE9DcK5ygFpdPLG2cKaJrLIZO</a>
	<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>	

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	<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>25 FEBRUARY 2022 @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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	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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	<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>

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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 landlord 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>Project team members meet 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 scientific or engineering discipline mainly associated with the implementation of ISO 14001 environmental management system.</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 Lead (Scientist/Engineer)</td> <td>BSc/BEng/BTech</td> <td>Pr.Sci.Nat/Pr Eng./Pr Tech.</td> <td>Completed <b>Five (5)</b> projects in the implementation of ISO 14001 environmental management system</td> </tr> <tr> <td>Staff members</td> <td>BSc/BEng/BTech</td> <td>Pr.Sci.Nat/Pr Eng./Pr Tech.</td> <td>Completed <b>Three (3)</b> projects in the implementation of ISO 14001 environmental management system.</td> </tr> </tbody> </table>	Specialist	Minimum Qualification	Minimum Professional Registration	Minimum experience	Project Lead (Scientist/Engineer)	BSc/BEng/BTech	Pr.Sci.Nat/Pr Eng./Pr Tech.	Completed <b>Five (5)</b> projects in the implementation of ISO 14001 environmental management system	Staff members	BSc/BEng/BTech	Pr.Sci.Nat/Pr Eng./Pr Tech.	Completed <b>Three (3)</b> projects in the implementation of ISO 14001 environmental management system.
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	<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> <tr> <th>Criteria</th><th>Score</th></tr> <tr> <td>Company Experience in similar projects</td><td>50</td></tr> <tr> <td>Staffing</td><td>25</td></tr> <tr> <td>Methodology and project understanding</td><td>25</td></tr> <tr> <td><b>Possible score for functionality</b></td><td><b>100</b></td></tr> </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 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> <tr> <th colspan="2">POINTS</th></tr> <tr> <td><b>PRICE</b></td><td>80</td></tr> <tr> <td><b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b></td><td>20</td></tr> <tr> <td><b>Total points for Price and B-BBEE must not exceed</b></td><td><b>100</b></td></tr> </table>	Criteria	Score	Company Experience in similar projects	50	Staffing	25	Methodology and project understanding	25	<b>Possible score for functionality</b>	<b>100</b>	POINTS		<b>PRICE</b>	80	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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	Regulations of disputes, objections, complaints, and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.																		
<b>F.3.14</b>	<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>																		
<b>F.3.17</b>	<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>																		

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	<p>1 ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>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.</p>
	<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> <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, trademarks 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 trademark 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 trademark, 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>

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	<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>
	<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>

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	<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.ewat.co.za">www.ewat.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> <p>The unsuccessful bidder may on written request (in terms of the Access to Information Act) be given reason why their bid was unsuccessful.</p>
	<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 trademark, 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>

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	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><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> <p>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>
	<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 permit/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 must be complied with, with particular reference to the safety file in accordance with the relevant</li> </ul>

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	<p>commodity and scope of work items covered by this document taking into consideration that the most current regulation will always take precedence.</p> <ul style="list-style-type: none"><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>

<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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## 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 7.2</b>	CONTRACT FORM - RENDERING OF SERVICES		
<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		

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<b>FORM E</b>	RECORD OF ADDENDA TO TENDER DOCUMENTS		
	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		

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**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR THE “APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT)”**

**BID NUMBER: ERW202108/TNDR-010**

**CLOSING DATE: FRIDAY, 25 FEBRUARY 2022**

**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: ERW202108/TNDR-010** and “**CONTRACT DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT)**” 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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**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>	<b>B-BBEE RATING [LEVEL ____ ]</b>	<b>VALID B-BBEE CERTIFICATE ATTACHED</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%;"></td> </tr> </table>	Yes		No	
Yes		No					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?</b>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; text-align: center;">Yes</td> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">No</td> <td style="width: 25%;"></td> </tr> </table>		Yes		No	
Yes		No					
<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)**

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

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

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

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

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**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: Ms Audrey Mashao  
CONTACT DETAILS: (Tel) 011 929 7000/7053  
E-MAIL: [audrey.mashao@erwat.co.za](mailto:audrey.mashao@erwat.co.za)

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Contractor

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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

<div>FOR ERWAT OFFICE USE ONLY: VERIFIED <input type="checkbox"/>YES / <input type="checkbox"/>NO</div>
---

<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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## PRICING SCHEDULE

**(Professional Services)**

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

**Bid number: ERW202108/TNDR-010**

**Closing Time: 12:00**

**Closing Date: 25 FEBRUARY 2022**

**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

[illegible]

\_\_\_\_\_

**Contractor**

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**Witness 1**

\_\_\_\_\_

**Witness 2**

\_\_\_\_\_

Employer

\_\_\_\_\_

**Witness 1**

**Witness 2**

R\_\_\_\_\_

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**Contractor**

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**Witness 1**

\_\_\_\_\_

**Witness 2**

\_\_\_\_\_

**Employer**

\_\_\_\_\_

**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_____
_____	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

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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

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 not exceed R50 000 000 (all applicable taxes included) and 80/20 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:

POINTS	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<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 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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

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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 (80/20 system)	Kindly tick the applicable level and points
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
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 20 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	
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(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	
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- 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

**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]

**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 certificates, 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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE(S) OF BIDDER(S)****ADDRESS:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_

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.**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

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,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

- 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	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (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 &amp; Stamp: \_\_\_\_\_

COMMISSIONER OF OATHS STAMP
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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

## CONTRACT FORM - RENDERING OF SERVICES

**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 SERVICE PROVIDER)

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..... 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
    - Tax clearance certificate
    - Pricing schedule(s)
    - Filled in task directive/proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - Special Conditions of Contract.
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
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 fulfillment 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: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....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 (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

**WITNESSES**

1 .....

2 .....

DATE: .....

--

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	<p>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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	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: **ERW202108/TNDR-010**:

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

<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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**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>		

FORM 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

**FORM C**

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):** \_\_\_\_\_

**FORM G**

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)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS**

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF GOOD STANDING FROM THE COMPENSATION COMMISSIONER**

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

---

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) 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 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.

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. Post Professional Registration) in the field of expertise
1.		Project Lead (Scientist/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. Post Professional Registration) in the field of expertise
2.		Staff members (Scientist/Engineer)	BSc/BEng/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>Staff Member</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

FORM L

APPLICABLE STANDARDS FOR THE DURATION OF THE PROJECT

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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)

---

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 implementation of ISO 14001 environmental management system. Portfolio of evidence should be provided with at least **Five (5)** completion certificate or reference letters. 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 five 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.				

SIGNATURE ON BEHALF OF BIDDER

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

FORM P

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

**not applicable for this bid**

---

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		

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 2.1. SCOPE OF WORKS

### SCOPE OF WORKS/SPECIFICATIONS

#### 2.1.1. INTRODUCTION

ERWAT requires the services of a suitably qualified, registered, and experienced professional service provider(s), with the necessary skills and background to ensure the implementation of ISO 14001 environmental management system in four (4) of its water care works.

#### 2.1.2. PROJECT MANDATE

ERWAT intends to improve its environmental performance by adopting and implementing ISO 14001 environmental management system requirements that will help to achieve the company's environmental objectives, manage environmental aspects and impacts, fulfil compliance obligations, address environmental risks and explore positive opportunities.

#### 2.1.3. DURATION OF CONTRACT

The proposed service is limited to a period not exceeding 36 months. The actual timelines will be agreed with the appointed bidder at the signing of SLA.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### 2.1.4. REQUIREMENTS

- The PSP must submit proof of relevant experience (minimum of 5 projects) in ISO 14001 Environmental Management System implementation and abundant understanding of the environmental legislations
- The project leader must provide evidence of professional registration with the relevant accredited and recognised professional body such as SACNASP or ECSA and submit their CV showing the relevant information
- The PSP will be required to delegate an official to work fulltime on the project and ensure the smooth running of the project, and in a case where they need to be onsite, they will need to be based fulltime at ERWAT offices, reporting regularly on agreed time schedules.
- The PSP must be able to provide all the necessary tools required to perform the work as outlined in the contract
- The PSP will be required to work closely with the delegated ERWAT staff, from different sites
- The PSP will have to ensure that the systems is well implemented and well-running before handing over to ERWAT, after a testing and training of the delegated staff
- The PSP will be required to familiarise themselves with the four (4) ERWAT WCWs required for ISO implementation and conduct the necessary assessments to ensure fulfilment of the system
- The PSP will develop reports and submit as soft and hard copies where necessary, and workshop the reports ton ERWAT on agreed time schedules

#### 2.1.5. DETAILED DESCRIPTION OF THE WORKS

The objective of the project is to ensure the implementation of the latest ISO 14001 environmental management system in the selected four (4) ERWAT WCWs. The main aim of the project is to ensure that the company's environmental objectives are met, environmental risks, aspects and impacts are well managed and thoroughly addressed, compliance obligations are fulfilled, and positive opportunities are well explored. The professional service provider shall be expected to manage and execute the project from initiation to completion. The Scope of Work will include (but not limited to) the following tasks:

- 2.1.5.1. Conducting the environmental assessment (initial) as per the requirements of ISO 14001 environmental management system, as per the latest ISO 14001 EMS version of the standard
- 2.1.5.2. Reviewing ERWAT's environmental policy, objectives and targets, and developing the required environmental programmes
- 2.1.5.3. Identifying environmental aspects and developing register of environmental aspects for each site
- 2.1.5.4. Reviewing legal and other requirements and developing register of legal and other requirements
- 2.1.5.5. Identifying and defining the resources, roles, responsibilities and authorities required for the implementation of the environmental management system
- 2.1.5.6. Identifying the necessary awareness and training needs as pe the ISO requirements to ensure competence of staff and including contractors

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1.5.7. Establishing a method for internal and external communication regarding environmental matters
- 2.1.5.8. Developing necessary documentation as required for ISO 14001 EMS and establishing a system for control of these documents and control of records
- 2.1.5.9. Developing all the necessary environmental procedures and SOPs, instruction forms and manuals, inclusive of all the necessary requirements for a functional system
- 2.1.5.10. Conducting the environmental assessment (before project hand over) as per the requirements of the latest version of the ISO 14001 standard.

## 2.1.6. LOCATION OF THE SELECTED WCWs FOR ISO 14001 EMS IMPLEMENTATION

The ISO 14001 environmental management system will be implemented in ERWAT WCWs distributed across the company's area of operations in Drainage Districts (DD)3, DD4, DD5 and DD6. Below is the list of WCWs as per each drainage district, including the locations and coordinates for each site.

**Table 1: List of Water Care Works**

Drainage District	WCW NAME	POSITION		LOCATION
		Latitude (S)	Longitude (E)	
DD6	Waterval	26°26.212'	28°06.124'	Witkop
DD4	JP Marais	26°10'16"	28°23'37"	Benoni
DD5	Herbert Bickley	26°27'36"	28°26'43"	Nigel
DD3	Hartebeestfontein	26°00'46"	28°17'37"	Kempton Park

The sizes and description of the treatment processes at each of the WCWs are as follow:

- **Hartebeestfontein WCW**

The existing Hartebeestfontein WCW is designed for 63 MI/d consisting of 4 modules and employs UCT activated sludge configuration.

- **JP Marais WCW**

The existing JP Marais WCW is designed for 15 MI/d and employs a three stage Bardenpho process configuration

- **Herbert Bickley WCW**

The existing Herbert Bickley WCW employs the biological activated sludge and biofilter treatment process and receives ADWF 18.75 MI/d.

- **Waterval WCW**

The existing Waterval WCW employs the biological activated sludge treatment process. The plant is designed to treat 170 MI/d on Average Dry Weather Flow (ADWF).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2.1.7. DELIVERABLES**

The deliverable is the implementation of ISO 14001 environmental management system, as clearly defined in the scope of works, including regular reporting and presentations to the management

Item No.	Description
1	Conducting the environmental assessment (initial) as per the latest version of the ISO 14001 EMS standard
2	Reviewing ERWAT's environmental policy, objectives and targets, and developing the required environmental programmes
3	Identifying environmental aspects and developing register of environmental aspects for each site
4	Reviewing legal and other requirements and developing register of legal and other requirements
5	Identifying and defining the resources, roles, responsibilities and authorities required for the implementation of the environmental management system
6	Identifying the necessary awareness and training needs as per the ISO requirements to ensure competence of staff and including contractors and conduct training where required
7	Establishing a method for internal and external communication regarding environmental matters
8	Developing all the necessary environmental procedures and SOPs, instruction forms and manuals, inclusive of all the necessary requirements for a functional system
9	Developing necessary documentation as required for ISO 14001 EMS and establishing a system for control of these documents and control of records
10	Conducting the environmental assessment (before project hand over) as per the latest version of the ISO 14001 EMS standard

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 1.1. 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.
2. **Stage 2: Technical/functionality evaluation:** evaluation shall take place in two substages, 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 (80/20) system. Thus, the recommended bidders' price will determine the (80/20) 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 and CVs.

Note: CVs and qualifications including copies of certificates must be submitted with the bidding document. Experience will be evaluated based on post professional body registration attainment. Failure to adhere to this requirement will lead to disqualification.

EXPERTISE OF KEY PERSONNEL			
Specialist	Minimum qualification	Minimum Professional Registration	Minimum experience (Experience will be evaluated based on post professional body registration attainment)
Project Lead/Manager_Engineer/Scientist	BSc/BEng/BTech	Pr.Sci.Nat/Pr CPM/ Pr Eng./Pr Tech.	Registration with any of the listed professional bodies for a minimum of 5 years
Key Staff members/Personnel - Engineer/Scientist	BSc/BEng/BTech	Pr.Sci.Nat/Pr CPM/ Pr Eng./Pr Tech.	Registration with the listed professional bodies for a minimum of 3 years

### FUNCTIONALITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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)

Criteria	Score
Company Experience in the implementation of ISO 14001 EMS	50
Key Staff Experience	25
Project specific Methodology and project understanding	25
<b>Possible score for functionality</b>	<b>100</b>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS	POINTS
<p>Company Experience in the implementation of ISO 14001 EMS</p> <p><b>Note:</b>  <b>APPOINTMENT LETTERS AND PURCHASE ORDERS SUBMITTED WITHOUT REFERENCE LETTERS OR COMPLETION CERTIFICATES SHALL NOT BE ACCEPTED</b></p>	<p><b>Bidders shall provide a portfolio of evidence with completion certificates or reference letters for the implementation of ISO 14001 EMS.</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>	<b>50</b>
	Company has completed 5 or more projects = 50 points	
	Company has completed 4 projects = 40 points	
	Company has completed 3 projects = 30 points	
	Company has completed 2 projects = 20 points	
	Company has completed 1 project = 0 points	
<p>Staffing</p> <p><b>NOTE:</b>  <b>PROFESSIONAL REGISTRATION OF ALL KEY STAFF COMMITTED TO THE PROJECT TEAM TOGETHER WITH THEIR DETAILED CVS AND LETTER OF EMPLOYMENT SHALL BE SUBMITTED IN ORDER TO OBTAIN POINTS. POE SHOULD BE PROVIDED WITH A DETAILED ORGANOGRAM, SHOWING THE PROJECT LEADER AND SUPPORTING STAFF. FAILURE TO SUBMIT AN ORGANOGRAM WILL RESULT IN NO POINTS BEING AWARDED FOR THIS SUB-CRITERIA.</b></p>	<p><b>Company must have sufficient key staff qualified and registered with professional bodies, that is, professional scientist with SACNASP, or professional engineer with ECSA:</b></p>	<b>25</b>
	5 or more professional registration certificates of key staff = 25 points	
	4 professional registration certificates of key staff = 20 points	
	3 professional registration certificates of key staff = 15 points	
	2 professional registration certificates of key staff = 10 points	
	1 professional registration certificates of key staff = 5 points	
	0 professional registration certificates of key staff = 0 points	
Project specific Methodology and project understanding	<p><b>Bidders must submit a detailed comprehensive Methodology that covers the</b></p> <p><b>(1) Understanding project objectives, (2) A project plan and activities, (3) Deliverables to achieve the project objectives, (4). Detailed explanation of how supervision of the works will be carried out and (5) Milestones clearly linked to the deliverables</b></p>	<b>25</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS	POINTS
	Tenderer has submitted a detailed Method Statement Inclusive of all 5 or more components = 25	
	Tenderer has submitted a detailed Method Statement Inclusive of 4 components = 20	
	Tenderer has submitted a detailed Method Statement Inclusive of 3 components = 15	
	Tenderer has submitted a detailed Method Statement Inclusive of 1 or 2 components = 10	
	Tenderer has not submitted a detailed Method Statement = 0	
<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

## 1.2. 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**.

*(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*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item No.	Description	TOTAL COST
1	Conducting the environmental assessment (initial) as per the latest version of the ISO 14001 EMS standard	R
2	Reviewing ERWAT's environmental policy, objectives, and targets, and developing the required environmental programmes	R
3	Identifying environmental aspects and developing register of environmental aspects for each site	R
4	Reviewing legal and other requirements and developing register of legal and other requirements	R
5	Identifying and defining the resources, roles, responsibilities, and authorities required for the implementation of the environmental management system	R
6	Identifying the necessary awareness and training needs as per the ISO requirements to ensure competence of staff and including contractors and conduct training where required	R
7	Establishing a method for internal and external communication regarding environmental matters	R
8	Developing all the necessary environmental procedures and SOPs, instruction forms and manuals, inclusive of all the necessary requirements for a functional system	R
9	Developing necessary documentation as required for ISO 14001 EMS and establishing a system for control of these documents and control of records	R
10	Conducting the environmental assessment (before project hand over) as per the latest version of the ISO 14001 EMS standard	
	<b>SUB-TOTAL</b>	<b>R</b>
	<b>ADD VAT</b>	<b>R</b>
	<b>GRAND TOTAL</b>	<b>R</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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: \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 1.3. 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.

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

## 1.4. SITE INFORMATION

The ISO 14001 environmental management system will be implemented in ERWAT WCWs distributed across the company's area of operations in Drainage Districts (DD)3, DD4, DD5 and DD6. Below is the list of WCWs as per each drainage district, including the locations and coordinates for each site.

**List of Water Care Works as per Table 1**

Drainage District	WCW NAME	POSITION		LOCATION
		Latitude (S)	Longitude (E)	
DD6	Waterval	26°26.212'	28°06.124'	Witkop
DD4	JP Marais	26°10'16"	28°23'37"	Benoni
DD5	Herbert Bickley	26°27'36"	28°26'43"	Nigel
DD3	Hartebeestfontein	26°00'46"	28°17'37"	Kempton Park

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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 CARE 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 : Ms Audrey Mashao  Telephone : 011 929 7000/7053  E-mail : <a href="mailto:audrey.mashao@erwat.co.za">audrey.mashao@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 ERW202108/TNDR-010: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY
<b>SCC 1</b>	The period of performance is <b>24 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 SELECTED FOUR WATER CARE WORKS IN DD3, DD4, DD5 AND DD6</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><p>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:</p><p>The amounts of insurance and the periods for which the Consultant maintains insurance are:</p><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.		

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. ERW202108/TNDR-010: DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE IMPLEMENTATION OF ISO 14001 ENVIRONMENTAL MANAGEMENT SYSTEM FOR EKURHULENI WATER CARE COMPANY (ERWAT).**

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

**3.3 SCHEDULE OF DEVIATIONS****Notes:**

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid Document

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

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:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

\_\_\_\_\_

**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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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)**

4. 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 **ERW202108/TNDR-010** 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.
5. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) 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;
  - (v) General Conditions of Contract
6. 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.
7. 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.
8. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
9. I confirm that I am duly authorised to sign this contract.

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

**CAPACITY** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

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

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

**WITNESSES**

**3** \_\_\_\_\_

**4** \_\_\_\_\_

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

**MBD7.2**

**CONTRACT FORM: RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. I \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your bid under reference number: ERW202108/TNDR-010 dated \_\_\_\_\_ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. 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: \_\_\_\_\_

### **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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

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
    - (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.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

- 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:
- 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.
  - 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.
  - 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)

### **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 **2021/2022, 2022/2023 & 2023/2024 financial budget year.**

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

**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. K. CHIHOTA**Designation : **ACTING 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